AGENDA

AGENDA OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, TO BE HELD ON TUESDAY, SEPTEMBER 15, 2026, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY _____ AT _____.

ROLL CALL

COUNCIL
Councilmember Karen Schumacher, Ward I
Councilmember Terry Priestley, Ward II
Councilmember Trish Damon, Ward III
Mayor Ken Budge
Councilmember Anna Cline, Ward III, Mayor Pro Tempore
Councilmember Mel Sowid, Ward II
Councilmember Cesilia C. Garcia, Ward I

STAFF
Ashlee Coronado, City Manager
Nina Williams, Acting City Clerk
Keri Bagley, Finance Director
Bridgette Kantner, Personnel Director
Matthew Gurney, Public Works Director
Logan Dodd, Operations Manager
Tim Cox, Police Chief
Jay Ritchie, Deputy Police Chief
Jim Richardson, Fire Chief

CITY ATTORNEY
Joseph Estes

INVOCATION: A Moment of Silence

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Pitt Hopkins Syndrome Awareness Day Proclamation
- Employee Service Awards

CALL TO THE PUBLIC

THE FOLLOWING ITEMS WILL BE DISCUSSED, CONSIDERED, AND/OR DECIDED UPON AT THIS MEETING:

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

2. Approval of the Consent Agenda

A. Approval of the Minutes of the Regular Session of Mayor and Council held on Tuesday, September 1, 2026.
Nina Williams, Acting City Clerk

B. Approval to purchase replacement bicycle racks for the 3 current buses.
Rene Lopez, Transit Manager

OLD BUSINESS

3. Presentation from Arizona Water Company on the Water Conservation partnership with the City of Bisbee.
Ashlee Coronado, City Manager

4. Discussion and Possible Approval of Ordinance O-26-21, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 105 N. Taylor Avenue, Bisbee.
Ashlee Coronado, City Manager

5. Discussion and Possible Approval of Ordinance O-26-22, Accepting the Transfer of Real Property from Southeast Arizona Renovations LLC, Located at 108 D Street, Bisbee.
Ashlee Coronado, City Manager

6. Discussion and Possible Action to establish a policy, or directive, for the City of Bisbee that all real property belonging to, or subject to the control of, the City of Bisbee shall only be used for authorized City purposes and shall not be used as or in connection with a staging area, processing location, or operations base for unauthorized civil law enforcement actions, including civil immigration enforcement.
Karen Schumacher, Councilmember Ward I

7. Discussion and Possible Approval of the Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.
Nina Williams, Acting City Manager

NEW BUSINESS

8. Discussion and Possible Approval of the Adoption of the City's 2026-2027 Title VI Plan.
Rene Lopez, Transit Manager

9. Discussion and Possible Approval of the First Amendment to the Intergovernmental Agreement between the City of Bisbee and the City of Douglas for Bisbee Public Transit Services.
Rene Lopez, Transit Manager

10. Discussion and Possible Approval of a Change Order for Engineering of the CDBG Senior Center Renovation Project.
Melissa Hartman, City Planner

11. Discussion and Possible Approval of Change Orders #18 and #32 with Durazo Construction.
Mike Normand, Construction Project Manager Camp Naco

12. Discussion and Possible Approval of Change Order #35 with Durazo Construction.
    Mike Normand, Construction Project Manager Camp Naco

13. Discussion and Possible Approval of a Contract with CEI to provide third party inspection services for construction of the Bisbee Bikeways Lavender Pit East Segment Shared-Use Path.
    Mike Normand, Construction Project Manager

14. Discussion and Possible Approval of a Revision to the Acquisition of a 2026 Chevrolet Silverado 4-wheel drive 2500HD Utility Truck through a five-year municipal lease purchase agreement with GM Financial, with annual payments of $17,341.81.
    Matthew Gurney. Public Works Director

15. Discussion and Possible Approval of Authorization of Services No. 1 for Airport Airfield Electrical Improvements.
    Matthew Gurney. Public Works Director

16. City Manager's Report:

COUNCIL COMMENTS OR FUTURE AGENDA ITEM SUGGESTIONS: (Council members may suggest topics for future meeting agendas, but Council will not here discuss, deliberate, or take any action on these topics.):

ADJOURNMENT:

Pursuant to A.R.S.§ 38-431.02(H), The public will have physical access to Council Chambers 20 minutes before the meeting is scheduled to begin.

Individuals with hearing disabilities can contact the City Clerk's Office (520) 432-6011 to request an Assisted Listening Device, at least 24 hours before the meeting.

Anyone needing special accommodation to attend this meeting should contact Nina Williams at (520) 432-6011 at least twenty-four hours before the meeting.

Public documents referred to herein may be viewed during regular business hours at the City Clerk's Office at 118 Arizona St, Bisbee.

Pursuant to A.R.S.§ 38-431.03(A)(3), the Council may vote to enter executive session at any point during this meeting for discussion or consultation for legal advice with its attorney(s), who may appear telephonically.

#1

Report Criteria:
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
GENERAL FUND							
10-1020100 GASOLINE INVENTORY							
3551	SENERGY PETROLE	415644853	UNLEADED FUEL	08/27/2026	8,681.10	.00	
10-1020200 DIESEL INVENTORY							
3551	SENERGY PETROLE	415644853	DIESEL FUEL	08/27/2026	5,403.05	.00	
10-2020818 UNION DUES PAYABLE							
3677	AZ COPS	PPE 08-29-202	Police union dues for PPE 08/29/2026	08/31/2026	175.00	175.00	09/08/2026
1147	BISBEE FIREFIGHTE	PPE 08-01-202	Fire Union Dues for PPE 08/01/2026	08/06/2026	472.50	472.50	09/10/2026
1147	BISBEE FIREFIGHTE	PPE 08-29-202	Fire Union Dues for PPE 08/29/2026	09/02/2026	472.50	472.50	09/08/2026
10-2021006 PREPAID LEGAL SVCS PAYABLE							
5909	LEGAL SHIELD	LEGAL-CITY-S	LegalShield Premiums City September 2026	09/08/2026	420.70	420.70	09/09/2026
10-2024000 PAYROLL GARNISHMENTS PAYABLE							
3271	SUPPORT PAYMENT	26-0829	Child Support Payments for PPE 08-29-2026	08/31/2026	667.71	667.71	09/08/2026
10-34-10510 CEMETERY MAINTENANCE FEES							
2287	COCHISE COUNTY P	26-0826	REIMBURSEMENT-WEEKEND FEE	08/26/2026	100.00	.00	
Total :					16,392.56	2,208.41	
MAYOR & COUNCIL							
10-50-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYME	26-0810	LEAGUE OF AZ CITIES CONFERENCE ABURKET	08/10/2026	450.00	450.00	09/10/2026
10-50-41500 OFFICE SUPPLIES							
2412	COPPER QUEEN PU	23586	BUSINESS CARDS	08/26/2026	34.25	.00	
10-50-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYME	26-0810	WE FRAME IT-NAME TAG & PLATE CGARCIA	08/10/2026	65.34	65.34	09/10/2026
6943	CORPORATE PAYME	26-0810	FUTURE PACKGNG & PRESERVTNS-TIME CAPSULE SUP	08/10/2026	135.17	135.17	09/10/2026
Total MAYOR & COUNCIL:					684.76	650.51	
CITY MANAGER							
10-51-13100 BUSINESS TRAVEL							
5687	CORONADO, ASHLEE	26-0908	MILEAGE-LEAGUE ANNUAL CONFERENCE	08/21/2026	331.36	.00	
10-51-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYME	26-0810	ACMA CONFERENCE REFUND	08/10/2026	380.00-	380.00-	09/10/2026
10-51-13500 SUBSCRIPTIONS & DUES							
6943	CORPORATE PAYME	26-0810	AZ WOMEN LEADING IN GVNT ACORONADO MEMBER	08/10/2026	70.00	70.00	09/10/2026
10-51-24000 PHONES							
6050	VERIZON	6150988260	City Manager	08/13/2026	1,168.04	1,168.04	08/31/2026
10-51-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYME	26-0810	WE FRAME IT-NAME TAG & PLATE ACORONADO	08/10/2026	65.34	65.34	09/10/2026
6943	CORPORATE PAYME	26-0810	MINT MOBILE FRAUD CHARGE	08/10/2026	104.23	104.23	09/10/2026
6943	CORPORATE PAYME	26-0810	CRAIGLLIST-FRAUD CHARGE REFUND	08/10/2026	90.00-	90.00-	09/10/2026
6943	CORPORATE PAYME	26-0810	CRAIGLIST FRAUD CHARGE	08/10/2026	90.00	90.00	09/10/2026
Total CITY MANAGER:					1,358.97	1,027.61	
FINANCE DEPARTMENT							
10-52-34000 CONTRACT SERVICES							
6954	ARIZONA WATER CO	26-0902	Water Reports - August 2026	09/02/2026	125.00	125.00	09/08/2026
Total FINANCE DEPARTMENT:					125.00	125.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
CITY CLERK							
10-53-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYME	26-0810	PAY PAL NWILLIAMS TRAINING	08/10/2026	85.00	85.00	09/10/2026
10-53-24000 PHONES							
6050	VERIZON	6150988260	City Clerk	08/13/2026	40.75	40.75	08/31/2026
10-53-42040 ADVERTISING							
1153	BISBEE OBSERVER	11913	8/20/26 & 8/27/26: ORDINANCE O-26-20	08/25/2026	167.28	.00	
10-53-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYME	26-0810	WE FRAME IT-NAME TAG & PLATE NWILLIAMS	08/10/2026	65.34	65.34	09/10/2026
6237	WILLIAMS, NINA	26-0828	PHONE CASE, SCREEN PROTECTOR	08/28/2026	57.51	.00	
10-53-46531 ELECTION EXPENSE							
6943	CORPORATE PAYME	26-0810	COCHISE COUNTY RECORDER-VOTE CANVASS	08/10/2026	17.00	17.00	09/10/2026
Total CITY CLERK:					432.88	208.09	
COMMUNITY DEVELOPMENT							
10-54-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYME	26-0810	AZ GRAND RESORT-PHX CONFERENCE	08/10/2026	258.93	258.93	09/10/2026
6943	CORPORATE PAYME	26-0810	AZ GRAND RESORT-PHX CONFERENCE	08/10/2026	323.38	323.38	09/10/2026
5527	HARTMAN, MELISSA	26-0902	MILEAGE RMBRSMNT	08/28/2026	107.33	.00	
5527	HARTMAN, MELISSA	26-0902	MEALS-REIMBURSEMENT	08/28/2026	41.00	.00	
10-54-22000 WATER - SHELTER							
1106	ARIZONA WATER CO	100029353-08-	936 S Tovreaville/Pound - 100029353	08/28/2026	113.92	113.92	09/08/2026
10-54-22550 SEWER & GARBAGE - SHELTER							
1225	BISBEE PUBLIC WOR	96	TOVREAVILLE RD-ANIMAL SHELTER	09/01/2026	64.97	64.97	09/08/2026
10-54-24001 INTERNET FEES - SHELTER							
4059	SPARKLIGHT	816013003002	Internet Svc-Animal Shelter- 8160130030025674	08/19/2026	161.89	161.89	08/31/2026
10-54-24050 PHONES-COMMUNITY DEVELOPMENT							
6050	VERIZON	6150988260	City Planner	08/13/2026	79.14	79.14	08/31/2026
10-54-34000 CONTRACT SERVICES							
1390	CLOUDPERMIT INC	INV902491	BUILDING PERMITTING & CODE ENFORCEMENT	09/01/2026	2,750.00	.00	
10-54-42040 ADVERTISING							
1153	BISBEE OBSERVER	11922	HOME FOR SALE	08/27/2026	155.25	.00	
10-54-46542 ANIMAL SHELTER EXPENSES							
3163	AZ STATE PRISON C	D081430 2026	ANIMAL SHELTER - MILEAGE	09/02/2026	28.14	.00	
6536	BISBEE NAPA AUTO P	403928	OIL FILTER	08/18/2026	4.21	.00	
Total COMMUNITY DEVELOPMENT:					4,088.16	1,002.23	
ADMINISTRATION & GENERAL GOV'T							
10-55-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	0565682960-0	118 Arizona St. - #0566117970	08/21/2026	1,306.26	1,306.26	08/31/2026
10-55-22000 WATER							
1106	ARIZONA WATER CO	100024789-08-	915 S Tovreaville Juv. Det. Hm-Chambers #100024789	08/28/2026	295.55	295.55	09/08/2026
1106	ARIZONA WATER CO	100077530-07-	118 Arizona St #100077530	08/21/2026	299.57	299.57	08/31/2026
10-55-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	TOVREAVILLE RD-CHAMBERS	09/01/2026	49.16	49.16	09/08/2026
1225	BISBEE PUBLIC WOR	96	118 ARIZONA ST-CITY HALL	09/01/2026	447.92	447.92	09/08/2026
10-55-24000 PHONES							
1791	CENTURY LINK QCC	796806138	Long Distant / #72745186 August 2026	08/24/2026	10.56	10.56	08/31/2026
6943	CORPORATE PAYME	26-0810	BROADVOICE CITY HALL	08/10/2026	816.82	816.82	09/10/2026
10-55-24001 INTERNET ACCESS							
6050	VERIZON	6150988260	City Hall Router	08/13/2026	40.03	40.03	08/31/2026
10-55-34000 CONTRACT SERVICES							
2176	KONICA MINOLTA BU	510052914	AUGUST COPY CHARGES	08/31/2026	260.43	.00	
10-55-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-090	FY27 1ST QTR LIABILITY INS.-ADMIN & GEN	09/04/2026	50,984.80	50,984.80	09/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-55-41500 OFFICE SUPPLIES							
1659	ACE HARDWARE	45983	ADAPTER MONSTER	08/21/2026	25.14	.00	
4926	AMAZON CAPITAL SE	1HQM-T63W-L	STOUCHI 2 PACK DISPLAY PORT CABLE DP CORD, DOC	09/08/2026	226.86	.00	
6943	CORPORATE PAYME	26-0810	FAMILY DOLLAR-NOTEBOOKS BACK TO SCHOOL FAIR	08/10/2026	81.47	81.47	09/10/2026
10-55-43500 POSTAGE							
6943	CORPORATE PAYME	26-0810	STAMPS.COM	08/10/2026	34.12	34.12	09/10/2026
6943	CORPORATE PAYME	26-0810	STAMPS.COM	08/10/2026	250.00	250.00	09/10/2026
10-55-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYME	26-0810	ZOOM	08/10/2026	111.96	111.96	09/10/2026
Total ADMINISTRATION & GENERAL GOV'T:					55,240.65	54,728.22	
PERSONNEL							
10-56-24000 PHONES							
6050	VERIZON	6150988260	HR	08/13/2026	36.40	36.40	08/31/2026
Total PERSONNEL:					36.40	36.40	
WATER SYSTEMS							
10-58-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46018	CONSTRUCTION ADHSV	08/25/2026	9.35	.00	
10-58-55000 EQUIPMENT REPAIR & MAINT							
1862	B&D LUMBER & HAR	224815	MINERAL OIL	08/25/2026	55.83	.00	
Total WATER SYSTEMS:					65.18	.00	
INFORMATION SYSTEMS							
10-59-13500 SUBSCRIPTIONS & DUES							
6298	CIVICPLUS	387849	ANNUAL FEE RENEWAL FOR WEBSITE HOSTING & SUPP	09/09/2026	13,230.07	.00	
10-59-24001 INTERNET ACCESS							
4059	SPARKLIGHT	816013003002	Internet Svc-City Hall/118 Arizona St.-8160130030022291	08/30/2026	466.00	466.00	09/08/2026
Total INFORMATION SYSTEMS:					13,696.07	466.00	
POLICE DEPARTMENT							
10-62-12300 UNIFORMS & CLOTHING							
6943	CORPORATE PAYME	26-0810	SCOTTSDALE GUN CLUB-RITCHIE UNI ALLOWANCE	08/10/2026	107.72	107.72	09/10/2026
6943	CORPORATE PAYME	26-0810	SAFE LIFE DEFENS-ROHR UNI ALLOWANCE	08/10/2026	110.95	110.95	09/10/2026
6943	CORPORATE PAYME	26-0810	SAFARILAND-ROHR UNI ALLOWANCE	08/10/2026	122.15	122.15	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-RUIZ UNI ALLOWANCE	08/10/2026	155.50	155.50	09/10/2026
6943	CORPORATE PAYME	26-0810	DIAMONBACK POLICE-NASH UNI ALLOWANCE	08/10/2026	73.38	73.38	09/10/2026
6943	CORPORATE PAYME	26-0810	SHEEPDOGMICS-RUIZ UNI ALLOWANCE	08/10/2026	208.00	208.00	09/10/2026
6943	CORPORATE PAYME	26-0810	MAGPUL IND-NORIEGA UNI ALLOWANCE	08/10/2026	35.47	35.47	09/10/2026
6943	CORPORATE PAYME	26-0810	HOLSTERS-RUIZ UNI ALLOWANCE	08/10/2026	143.99	143.99	09/10/2026
6943	CORPORATE PAYME	26-0810	MACY'S	08/10/2026	217.39	217.39	09/10/2026
6943	CORPORATE PAYME	26-0810	UNDER ARMOR-MENDOZA UNI ALLOWANCE	08/10/2026	130.94	130.94	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-TODD UNI ALLOWANCE	08/10/2026	186.54	186.54	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-RUIZ UNI ALLOWANCE	08/10/2026	72.37	72.37	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-RITCHIE UNI ALLOWANCE	08/10/2026	81.53	81.53	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-ROHR UNI ALLOWANCE	08/10/2026	22.76	22.76	09/10/2026
6943	CORPORATE PAYME	26-0810	13 FIFTY APPAREL-GONZALEZ UNI ALLOWANCE	08/10/2026	155.73	155.73	09/10/2026
6943	CORPORATE PAYME	26-0810	GALLS-NORIEGA UNI ALLOWANCE	08/10/2026	188.21	188.21	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-ROHR UNI ALLOWANCE	08/10/2026	21.59	21.59	09/10/2026
6943	CORPORATE PAYME	26-0810	13 FIFTY APPAREL-NORIEGA UNI ALLOWANCE	08/10/2026	56.43	56.43	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-GONZALEZ UNI ALLOWANCE	08/10/2026	114.03	114.03	09/10/2026
6943	CORPORATE PAYME	26-0810	5.11 TACTICAL-RUIZ UNI ALLOWANCE	08/10/2026	419.52	419.52	09/10/2026
6943	CORPORATE PAYME	26-0810	FRONT LINE SAFETY-NASH UNI ALLOWANCE	08/10/2026	21.74	21.74	09/10/2026
6943	CORPORATE PAYME	26-0810	MERRELL-RUIZ UNI ALLOWANCE	08/10/2026	154.55	154.55	09/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
6943	CORPORATE PAYME	26-0810	RUSH IMPRINTABLE-MENDOZA UNI ALLOWANCE	08/10/2026	103.00	103.00	09/10/2026
6943	CORPORATE PAYME	26-0810	5.11 TACTICAL-MENDOZA UNI ALLOWANCE	08/10/2026	258.24	258.24	09/10/2026
10-62-12500 RECRUITMENT/EMPLOYEE TESTING							
6943	CORPORATE PAYME	26-0810	TRANS UNION-BC CHKS	08/10/2026	110.10	110.10	09/10/2026
10-62-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYME	26-0810	LOVES-FUEL NASH ANOA TRNG IN PHX	08/10/2026	39.12	39.12	09/10/2026
6943	CORPORATE PAYME	26-0810	CHEVRON-FUEL MENDOZA ANOA TRNG IN PHX	08/10/2026	71.81	71.81	09/10/2026
6943	CORPORATE PAYME	26-0810	MAVERIC-FUEL MENDOZA ANOA TRNG IN PHX	08/10/2026	63.21	63.21	09/10/2026
6943	CORPORATE PAYME	26-0810	AHIPOLI-MEALS MENDOZA ANOA TRNG IN PHX	08/10/2026	23.13	23.13	09/10/2026
6943	CORPORATE PAYME	26-0810	SHERATON-MEALS MENDOZA ANOA TRNG IN PHX	08/10/2026	14.05	14.05	09/10/2026
6943	CORPORATE PAYME	26-0810	SHERATON-MEALS MENDOZA ANOA TRNG IN PHX	08/10/2026	14.05	14.05	09/10/2026
6943	CORPORATE PAYME	26-0810	MCDONALDS-MEALS NASH ANOA TRNG IN PHX	08/10/2026	11.85	11.85	09/10/2026
6943	CORPORATE PAYME	26-0810	SHERATON-LDG NASH ANOA TRNG IN PHX	08/10/2026	625.22	625.22	09/10/2026
6943	CORPORATE PAYME	26-0810	SHERATON-LDG MENDOZA ANOA TRNG IN PHX	08/10/2026	604.82	604.82	09/10/2026
6943	CORPORATE PAYME	26-0810	SHERATON-MEALS NASH ANOA TRNG IN PHX	08/10/2026	13.25	13.25	09/10/2026
6943	CORPORATE PAYME	26-0810	MCDONALDS-MEALS NASH ANOA TRNG IN PHX	08/10/2026	11.85	11.85	09/10/2026
6943	CORPORATE PAYME	26-0810	WINGSTOP-MEALS MENDOZA ANOA TRNG IN PHX	08/10/2026	30.78	30.78	09/10/2026
6943	CORPORATE PAYME	26-0810	SUSHI-MEALS MENDOZA ANOA TRNG IN PHX	08/10/2026	15.72	15.72	09/10/2026
6943	CORPORATE PAYME	26-0810	CANES-MEALS COX PICKUP B45 IN PHX	08/10/2026	26.56	26.56	09/10/2026
6943	CORPORATE PAYME	26-0810	THIRSTY LION-MEALS MENDOZA ANOA TRNG IN PHX	08/10/2026	30.81	30.81	09/10/2026
10-62-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYME	26-0810	SAFEWAY-WATER FOR RADAR INHOUSE TRNG	08/10/2026	11.36	11.36	09/10/2026
10-62-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	35 HWY 92-POLICE	09/01/2026	166.10	166.10	09/08/2026
10-62-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910005134336	1 W. HWY 92 - Police #910005134336	08/26/2026	54.95	54.95	08/31/2026
10-62-24000 PHONES							
6943	CORPORATE PAYME	26-0810	BROADVOICE-MNTHLY PHONE CHRGS JULY26	08/10/2026	848.11	848.11	09/10/2026
6050	VERIZON	6150988260	Police	08/13/2026	844.83	844.83	08/31/2026
6050	VERIZON	6150988260	Animal Control	08/13/2026	77.80	77.80	08/31/2026
10-62-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	816013003001	Internet Svc-Police Department - 8160130030019180	08/19/2026	175.92	175.92	08/31/2026
6050	VERIZON	6150988260	Police Air Cards	08/13/2026	120.03	120.03	08/31/2026
6050	VERIZON	6150998346	Police Air Cards	08/13/2026	9,865.69	9,865.69	08/31/2026
10-62-34000 CONTRACT SERVICES							
6172	MMPC	195256	PD-PEST CONTROL SEPT'26	09/01/2026	50.00	.00	
10-62-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D08180520260	PD-LABOR	08/17/2026	12.00	.00	
10-62-41500 OFFICE SUPPLIES							
6943	CORPORATE PAYME	26-0810	TRITECH FORENCISCS-EVIDENCE BAGS	08/10/2026	72.48	72.48	09/10/2026
6943	CORPORATE PAYME	26-0810	WALMART-BACK TO SCHOOL DONATION EVENT	08/10/2026	60.70	60.70	09/10/2026
6943	CORPORATE PAYME	26-0810	WALMART-BACK TO SCHOOL DONATION EVENT	08/10/2026	60.83	60.83	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-OFC SUPPLIES	08/10/2026	58.23	58.23	09/10/2026
6943	CORPORATE PAYME	26-0810	CVD PHARMACY-PHOTOS	08/10/2026	10.39	10.39	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-OFC SUPPLIES	08/10/2026	16.96	16.96	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-OFC SUPPLIES	08/10/2026	26.40	26.40	09/10/2026
10-62-43500 POSTAGE							
6943	CORPORATE PAYME	26-0810	POSTAGE	08/10/2026	20.10	20.10	09/10/2026
6943	CORPORATE PAYME	26-0810	POSTAGE	08/10/2026	15.15	15.15	09/10/2026
6943	CORPORATE PAYME	26-0810	POSTAGE SRVCS CHRGS	08/10/2026	23.11	23.11	09/10/2026
6943	CORPORATE PAYME	26-0810	POSTAGE	08/10/2026	8.05	8.05	09/10/2026
6943	CORPORATE PAYME	26-0810	STAMPS	08/10/2026	25.00	25.00	09/10/2026
10-62-45100 DISPOSABLE EQUIP & TOOLS							
6943	CORPORATE PAYME	26-0810	AMAZON-ANTENNA ANALYZER	08/10/2026	120.00	120.00	09/10/2026
10-62-45300 CUSTODIAL SUPPLIES							
6943	CORPORATE PAYME	26-0810	AMAZON-JANITORIAL SPPLS	08/10/2026	102.30	102.30	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-JANITORIAL SUPP	08/10/2026	95.05	95.05	09/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-62-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46015	WORK GLOVES	08/25/2026	11.22	.00	
1862	B&D LUMBER & HAR	224884	HORNET SPRAY REMOVAL	08/28/2026	4.37	.00	
6943	CORPORATE PAYME	26-0810	NNDDA DUES FOR KORA	08/10/2026	55.00	55.00	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-NAT'L NIGHT OUT EVENTS	08/10/2026	200.31	200.31	09/10/2026
6943	CORPORATE PAYME	26-0810	TRACTOR SUPPLY-FOOD FOR KORA	08/10/2026	50.19	50.19	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-NAT'L NIGHT OUT EVENTS	08/10/2026	72.60	72.60	09/10/2026
6943	CORPORATE PAYME	26-0810	AMAZON-NAT'L NIGHT OUT EVENTS	08/10/2026	89.10	89.10	09/10/2026
5567	DIAMONDBACK POLI	24463	BODY ARMOUR-NASH	08/31/2026	1,458.75	.00	
10-62-46623 CITY AUCTION EXPENSES							
1659	ACE HARDWARE	46014	WEEDEATER/IMPOUND	08/25/2026	135.06	.00	
10-62-46624 MOVING, TOWING, STORAGE EXP							
7000	BARNETT'S TOWING,	506419	TOWING SERVICES B26-4960	08/21/2026	210.00	.00	
7000	BARNETT'S TOWING,	506420	TOWING SERVICES B26-4960	08/21/2026	210.00	.00	
1636	COCHISE AUTO SER	761	TOWING SERVICES/B26-5096	09/02/2026	185.00	.00	
1636	COCHISE AUTO SER	814	TOWING SERVICES/B26-4872	08/19/2026	210.00	.00	
10-62-46626 ANIMAL CONTROL EXPENSE							
1862	B&D LUMBER & HAR	224745	SNAKE BUCKET	08/21/2026	20.80	.00	
10-62-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	404359	OIL FILTER, GAS TREATMENT, SPARK PLUG	08/24/2026	57.66	.00	
6536	BISBEE NAPA AUTO P	404470	WIPER BLADES	08/25/2026	12.79	.00	
6536	BISBEE NAPA AUTO P	404893	OIL FILTER	09/01/2026	4.21	.00	
6943	CORPORATE PAYME	26-0810	THE BODY SHOP-REPAIR UNIT B41 3625	08/10/2026	1,357.23	1,357.23	09/10/2026
6943	CORPORATE PAYME	26-0810	STOLZ-BACKHOE	08/10/2026	635.68	635.68	09/10/2026
1359	ED MORSE CHEVRO	605016799/1	AC REFRIGERANT LOW REPAIRS-5648	08/25/2026	303.02	.00	
2195	ED MORSE FORD	501006532	SEAL-9169	08/04/2026	30.01	.00	
2195	ED MORSE FORD	501006656	SENSOR-4067	08/17/2026	72.62	.00	
10-62-62003 GASOLINE							
6943	CORPORATE PAYME	26-0810	QT-FUEL RITCHIE PICKUP B45 IN PHX	08/10/2026	40.00	40.00	09/10/2026
6943	CORPORATE PAYME	26-0810	SKY ISLAND FUEL-FUEL NASH UNIT B10	08/10/2026	60.00	60.00	09/10/2026
6943	CORPORATE PAYME	26-0810	SKY ISLAND FUEL-RUIZ-FUEL	08/10/2026	65.16	65.16	09/10/2026
1058	FLANAGAN, DARIN	26-0819-1	REIMBURSEMENT - FUEL VEH #0354	08/19/2026	42.66	.00	
Total POLICE DEPARTMENT:					23,403.04	20,372.87	
FIRE DEPARTMENT							
10-64-22000 WATER							
1106	ARIZONA WATER CO	100009652-08-	192 HWY 92/Fire #1 - #100009652	08/28/2026	88.85	88.85	09/08/2026
10-64-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	192 HWY 92-FIRE STATION #1	09/01/2026	127.38	127.38	09/08/2026
1225	BISBEE PUBLIC WOR	96	645 TOMBSTONE CYN-STATION #2	09/01/2026	127.38	127.38	09/08/2026
10-64-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910001898098	192 Highway 92 - Fire #910001898098	08/26/2026	84.78	84.78	08/31/2026
10-64-24000 PHONES							
6050	VERIZON	6150988260	Fire	08/13/2026	355.74	355.74	08/31/2026
10-64-24001 INTERNET ACCESS FEES							
4059	SPARKLIGHT	816013003002	Internet Svc-Fire Station 1-8160130030022499	09/04/2026	161.94	161.94	09/08/2026
6050	VERIZON	6150988260	Fire Dept Air Card	08/13/2026	137.86	137.86	08/31/2026
10-64-34000 CONTRACT SERVICES							
6172	MMPC	195210	STATION 81-PEST CONTROL	09/02/2026	50.00	.00	
10-64-45300 CUSTODIAL SUPPLIES							
6038	BRADY INDUSTRIES,	1196122980	CLEANING SUPPLIES	08/26/2026	405.97	.00	
10-64-46000 OPERATIONAL EXPENSES							
2281	AUTOZONE STORE 1	10616021727	RED PAINT PEN	09/01/2026	25.62	.00	
6943	CORPORATE PAYME	26-0810	AMAZON PRIME MONTHLY	08/10/2026	16.50	16.50	09/10/2026
6943	CORPORATE PAYME	26-0810	HIGH DESERT SIGNS-50% PAYMENT DECALS FOR R81 &	08/10/2026	266.00	266.00	09/10/2026
2041	JAGUAR FITNESS ELI	960	GYM MEMBERSHIP FOR FIRE DEPT PERSONNEL-AUGUS	08/01/2026	380.00	.00	
2041	JAGUAR FITNESS ELI	961	GYM MEMBERSHIP FOR FIRE DEPT PERSONNEL-AUGUS	09/01/2026	380.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-64-46641 MEDICAL SUPPLIES							
1321	BOUND TREE MEDIC	86318333	MEDICAL SUPPLIES/BFD	08/17/2026	1,138.23	.00	
1321	BOUND TREE MEDIC	86327608	MEDICAL SUPPLIES/BFD	08/24/2026	793.20	.00	
1321	BOUND TREE MEDIC	86327609	MEDICAL SUPPLIES/BFD	08/24/2026	127.87	.00	
6943	CORPORATE PAYME	26-0810	AMAZON-DRUG BOX FOR AMBULANCE	08/10/2026	324.74	324.74	09/10/2026
1698	SAFEWAY	2031805	ASPIRIN	08/29/2026	8.79	.00	
10-64-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	404774	OIL FILTER	08/31/2026	32.52	.00	
1532	CITY OF SIERRA VIST	5996	REPAIR ON RSCUE 81 FOR TURBO ISSUES	08/25/2026	3,196.52	.00	
1854	W R RYAN - FIRESTO	T37501	TIRES M-82	08/31/2026	446.80	.00	
10-64-62003 GASOLINE							
6943	CORPORATE PAYME	26-0810	CIRCLE K-ETHENOL FREE GAS SMALL ENGINES	08/10/2026	70.00	70.00	09/10/2026
Total FIRE DEPARTMENT:					8,746.69	1,761.17	
CEMETERY							
10-70-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	DOUGLAS ST-CEMETARY	09/01/2026	64.97	64.97	09/08/2026
10-70-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D084942 2026	CEMETERY-MILEAGE	09/02/2026	257.28	.00	
Total CEMETERY:					322.25	64.97	
BUILDING & MAINTENANCE							
10-74-24000 PHONES							
6050	VERIZON	6150988260	Bldg Maintenance	08/13/2026	79.14	79.14	08/31/2026
10-74-34000 CONTRACT SERVICES							
7060	CINTAS	4280288898	UNIFORMS	08/26/2026	6.18	.00	
7060	CINTAS	4280288898	UNIFORMS	08/26/2026	6.62	.00	
7060	CINTAS	4281062257	UNIFORMS	09/02/2026	6.62	.00	
7060	CINTAS	4281062257	UNIFORMS	09/02/2026	6.18	.00	
4415	CULLIGAN OF TUCS	112X63706600	POST OFFICE-EQUIPMENT RENTAL	08/31/2026	8.48	.00	
6172	MMPC	194757	PEST CONTROL-AIRPORT	08/25/2026	50.00	.00	
6172	MMPC	195180	CITY HALL - PEST CONTROL	09/01/2026	110.00	.00	
6172	MMPC	195195	GARAGE - PEST CONTROL	09/01/2026	50.00	.00	
6172	MMPC	195199	ANIMAL SHELTER - PEST CONTROL	09/01/2026	50.00	.00	
10-74-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D081430 2026	CITY HALL-MILEAGE	09/02/2026	28.14	.00	
3163	AZ STATE PRISON C	D081430 2026	BM-MILEAGE	09/02/2026	28.14	.00	
10-74-42060 INVENTORIED TOOLS							
6943	CORPORATE PAYME	26-0810	HOME DEPOT-ROTARY HAMMER	08/10/2026	237.72	237.72	09/10/2026
10-74-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HAR	224813	COUNTERSINK TOOL, BLK OX COUNTERSINK	08/25/2026	32.86	.00	
1862	B&D LUMBER & HAR	224838	KNIT OCVER, ROLLER FRAME, BRUSH, COATING	08/26/2026	137.83	.00	
10-74-45200 SAFETY EQUIP & SUPPLIES							
4926	AMAZON CAPITAL SE	1TH9-9VX7-N7	SQWINCHERS, GLOVES, SAFETY GLASSES	09/03/2026	585.46	.00	
4191	GRAINGER	9063942941	REFILL DISPENSER BOX	08/31/2026	146.76	.00	
10-74-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9066044489	TOILET PAPER ROLLS	09/02/2026	10.58	.00	
4191	GRAINGER	9066044497	TOILET PAPER ROLLS	09/02/2026	74.04	.00	
4191	GRAINGER	9066395964	PAPER TOWEL SHEETS	09/02/2026	62.24	.00	
4191	GRAINGER	9066663908	PAPER TOWEL SHEETS	09/02/2026	8.89	.00	
10-74-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46071	STORAGE TOTE, CRATE	09/03/2026	27.29	.00	
1659	ACE HARDWARE	46074-1	STORAGE TOTE	09/03/2026	9.63	.00	
10-74-50100 BLDG REPAIR & MAINT							
1506	A GOOD PLUMBER	2451	FAUCET	08/14/2026	80.00	.00	
1659	ACE HARDWARE	46002	ANGLE ALUM, FASTENERS	08/24/2026	14.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
1659	ACE HARDWARE	46004	DEEP WELL PNT, TRAY LINER, BIT DRILL	08/24/2026	132.23	.00	
1659	ACE HARDWARE	46006	LNDSCP FBRC	08/25/2026	74.85	.00	
1659	ACE HARDWARE	46007	LNDSCP FBRC	08/25/2026	74.85	.00	
1659	ACE HARDWARE	G49728	CREDIT	08/25/2026	74.85-	.00	
1659	ACE HARDWARE	G49913	CREDIT	08/25/2026	65.49-	.00	
2179	ARIZONA ELEVATOR	INV-51471-R6T	MAINTENANCE-SEPT	09/01/2026	124.41	.00	
1862	B&D LUMBER & HAR	224912	CRS DW SCREW, COUNTERSINK TOOL	08/31/2026	23.79	.00	
1862	B&D LUMBER & HAR	224945	ALUM ANGL, MIX MORTAR	09/02/2026	31.43	.00	
6536	BISBEE NAPA AUTO P	404846	METAL	09/01/2026	64.54	.00	
	Total BUILDING & MAINTENANCE:				2,242.86	316.86	
PUBLIC WORKS ADMINISTRATION							
10-75-13100 BUSINESS TRAVEL							
6943	CORPORATE PAYME	26-0810	HILTON-APWA NATL CONFERENCE (DODD)	08/10/2026	291.33	291.33	09/10/2026
6943	CORPORATE PAYME	26-0810	PRICELINE AMER AIRLINES-APWA PWX NATIONAL CONF	08/10/2026	509.94	509.94	09/10/2026
6943	CORPORATE PAYME	26-0810	HILTON-APWA NATL CONFERENCE (GURNEY)	08/10/2026	291.33	291.33	09/10/2026
10-75-22000 WATER							
1106	ARIZONA WATER CO	100085809-08-	404 Bisbee Rd - PW 100085809	08/21/2026	37.59	37.59	08/31/2026
10-75-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	404 BISBEE RD-PUBLIC WORKS	09/01/2026	103.82	103.82	09/08/2026
10-75-24000 PHONES							
6050	VERIZON	6150988260	PW	08/13/2026	102.26	102.26	08/31/2026
10-75-34000 CONTRACT SERVICES							
2176	KONICA MINOLTA BU	510052453	MONTHLY INV. MAINTENANCE AGREEMENT-AUG	08/31/2026	165.45	.00	
10-75-43500 POSTAGE							
1219	BISBEE PETTY CASH	26-0908	POSTAGE	09/08/2026	7.37	.00	
10-75-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46054	KEY	08/31/2026	3.73	.00	
6943	CORPORATE PAYME	26-0810	GINGER'S-YUCON TITLE & REGISTRATION	08/10/2026	36.00	36.00	09/10/2026
	Total PUBLIC WORKS ADMINISTRATION:				1,548.82	1,372.27	
GARAGE							
10-77-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	TOVREAVILLE RD-GARAGE	09/01/2026	103.69	103.69	09/08/2026
10-77-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910002351879	4 Tovreaville Rd. 50% Garage	08/26/2026	53.39	53.39	08/31/2026
10-77-24000 PHONES							
6050	VERIZON	6150988260	City Garage	08/13/2026	75.58	75.58	08/31/2026
10-77-34000 CONTRACT SERVICES							
7060	CINTAS	4280288908	UNIFORMS	08/26/2026	34.50	.00	
7060	CINTAS	4280288935	GARAGE CLEANING	08/26/2026	12.88	.00	
7060	CINTAS	4281062279	CLEANING	09/02/2026	12.88	.00	
7060	CINTAS	4281062290	UNIFORMS	09/02/2026	34.50	.00	
10-77-42060 INVENTORIED TOOLS							
2281	AUTOZONE STORE 1	10616016746	FAN CLUTCH WRENCH	08/18/2026	71.57	.00	
2281	AUTOZONE STORE 1	10616016869	CREDIT-FAN CLUTCH WRENCH	08/18/2026	71.57-	.00	
10-77-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	46056	MOPHEAD, BOWL BRUSH CADDY, MOP HANDLE	09/01/2026	51.60	.00	
4191	GRAINGER	9066044489	TOILET PAPER ROLLS	09/02/2026	10.58	.00	
4191	GRAINGER	9066663908	PAPER TOWEL SHEETS	09/02/2026	8.90	.00	
10-77-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45965	FASTENERS	08/18/2026	10.74	.00	
1659	ACE HARDWARE	45991	OFF-MOSQUITO COIL, REFILL	08/24/2026	16.40	.00	
1659	ACE HARDWARE	46089	TOWELS, DUCT TAPE, REPELLENT, FLY TRAP	09/08/2026	39.25	.00	
2281	AUTOZONE STORE 1	10616016503	TPMS VALVE	08/17/2026	84.01	.00	
2281	AUTOZONE STORE 1	10616016871	OLYMPIC WHITE	08/18/2026	25.62	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
2281	AUTOZONE STORE 1	10616019015	CREDIT	08/24/2026	84.01-	.00	
1862	B&D LUMBER & HAR	224840	GORILLA GLUE	08/26/2026	32.86	.00	
1862	B&D LUMBER & HAR	224845	FLOOR DOOR STOP	08/26/2026	13.14	.00	
1862	B&D LUMBER & HAR	224846	CREDIT	08/26/2026	3.29-	.00	
6536	BISBEE NAPA AUTO P	403950	DRM PUMP	08/18/2026	91.37	.00	
6536	BISBEE NAPA AUTO P	404471	AC UV DY, UNIVERSAL CEMENT	08/25/2026	32.70	.00	
6536	BISBEE NAPA AUTO P	404573	STARTING FLUID, HOSE CLAMP	08/27/2026	19.01	.00	
6536	BISBEE NAPA AUTO P	404836	PINT	09/01/2026	3.29	.00	
6536	BISBEE NAPA AUTO P	405015	WD40	09/03/2026	12.65	.00	
6536	BISBEE NAPA AUTO P	405217	EXT/LIFE GAL, PUMP	09/08/2026	132.99	.00	
10-77-55200 NON CAP EQUIP PURCHASES							
6943	CORPORATE PAYME	26-0810	HOME DEPOT-EVAP COOLER, COOLER RIGID MEDIA	08/10/2026	551.43	551.43	09/10/2026
Total GARAGE:					1,376.66	784.09	
BUILDING INSPECTOR							
10-79-24000 PHONES							
6050	VERIZON	6150988260	Bldg Inspector	08/13/2026	75.67	75.67	08/31/2026
10-79-34000 CONTRACT SERVICES							
1390	CLOUDPERMIT INC	INV902491	BUILDING PERMITTING & CODE ENFORCEMENT	09/01/2026	2,750.00	.00	
10-79-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HAR	224723	RED MARKING PAINT	08/20/2026	13.14	.00	
1862	B&D LUMBER & HAR	224929	WHITE MARKING PAINT	09/01/2026	13.14	.00	
Total BUILDING INSPECTOR:					2,851.95	75.67	
PARKS							
10-80-22000 WATER							
1106	ARIZONA WATER CO	100001857-08-	202 A St - Saginaw Park - 100001857	08/18/2026	37.21	37.21	08/31/2026
1106	ARIZONA WATER CO	100005300-08-	301 W Vista-Hoatson Irrgtn & Wtr Truck-Parks 100005300	08/21/2026	468.82	468.82	08/31/2026
1106	ARIZONA WATER CO	100014069-08-	122 E Vista &Tener Bthrm 100014069	08/21/2026	62.03	62.03	08/31/2026
1106	ARIZONA WATER CO	100014533-08-	Lower Vista Park - 100014533	08/21/2026	104.23	104.23	08/31/2026
1106	ARIZONA WATER CO	100018785-08-	400 Teran St Tin Town Park/Parks - 100018785	08/28/2026	37.21	37.21	09/08/2026
1106	ARIZONA WATER CO	100045357-07-	Az St & Cole Ave Irrigiation - 100045357	08/21/2026	37.21	37.21	08/31/2026
1106	ARIZONA WATER CO	100061693-08-	Traffic Circle - 100061693	08/18/2026	91.82	91.82	08/31/2026
1106	ARIZONA WATER CO	100081102-08-	Goar Park -Brewery Ave - 100081102	08/18/2026	118.53	118.53	08/31/2026
1106	ARIZONA WATER CO	100096753-08-	Paul Park Warren - Parks 100096753	08/21/2026	91.82	91.82	08/31/2026
1106	ARIZONA WATER CO	100113663-08-	42 Dallas St Galena/Parks - #100113663	08/28/2026	37.21	37.21	09/08/2026
1106	ARIZONA WATER CO	100117343-08-	Mule Mtn Gdn W Vista - Parks 100117343	08/21/2026	41.74	41.74	08/31/2026
1106	ARIZONA WATER CO	100119607-08-	400 East Vista Park - Parks 100119607	08/21/2026	131.32	131.32	08/31/2026
10-80-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	1 QUALITY HILL-POOL	09/01/2026	83.42	83.42	09/08/2026
1225	BISBEE PUBLIC WOR	96	5 COPPER PLAZA-PARK MAIN ST	09/01/2026	83.42	83.42	09/08/2026
1225	BISBEE PUBLIC WOR	96	TOMBSTONE CYN-GARFIELD PARK	09/01/2026	28.17	28.17	09/08/2026
1225	BISBEE PUBLIC WOR	96	VISTA PARK	09/01/2026	64.97	64.97	09/08/2026
10-80-24000 PHONES							
6050	VERIZON	6150988260	Parks	08/13/2026	97.01	97.01	08/31/2026
10-80-34000 CONTRACT SERVICES							
7060	CINTAS	4280288898	UNIFORMS	08/26/2026	6.62	.00	
7060	CINTAS	4280288930	UNIFORMS	08/26/2026	21.84	.00	
7060	CINTAS	4281062257	UNIFORMS	09/02/2026	6.62	.00	
7060	CINTAS	4281062291	UNIFORMS	09/02/2026	21.84	.00	
1893	LAL ENTERPRISES, I	68425	SERVICES TO GARFIELD PARK	08/31/2026	126.00	.00	
10-80-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D081764-2026	PARKS-MILEAGE	09/02/2026	256.61	.00	
10-80-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HAR	224635	TELESCOPING LOPPER	08/17/2026	19.18	.00	
1862	B&D LUMBER & HAR	224736	COMBINATION WRENCH	08/20/2026	17.31	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
10-80-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	45955	BLK DIAMOND LINE	08/18/2026	46.57	.00	
1659	ACE HARDWARE	46019	MULT MAT DRL, BIT HOLDER	08/25/2026	23.36	.00	
1862	B&D LUMBER & HAR	224639	NYLON LINE	08/17/2026	42.73	.00	
1862	B&D LUMBER & HAR	224640	BATTERIES	08/17/2026	6.57	.00	
1862	B&D LUMBER & HAR	224652	CAUTION TAPE	08/18/2026	10.73	.00	
10-80-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	46078	BOWL BRUSH, WASP & HORNET FOAM	09/04/2026	9.80	.00	
1659	ACE HARDWARE	46086	WASH FLO BRUSH	09/08/2026	24.32	.00	
4191	GRAINGER	9066044489	TOILET PAPER ROLLS	09/02/2026	10.58	.00	
4191	GRAINGER	9066663908	PAPER TOWEL SHEETS	09/02/2026	8.89	.00	
4191	GRAINGER	9066663916	PAPER TOWEL SHEETS	09/02/2026	62.24	.00	
10-80-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45960	PRIMER, PVC	08/18/2026	12.64	.00	
1659	ACE HARDWARE	45970	DRY ERASE MRKR, BOARD	08/19/2026	22.34	.00	
1659	ACE HARDWARE	45977	FASTENERS	08/20/2026	18.23	.00	
1659	ACE HARDWARE	46067	KEY	09/02/2026	7.46	.00	
1659	ACE HARDWARE	46088	BLK DIAMOND LINE, OIL	09/08/2026	56.13	.00	
1862	B&D LUMBER & HAR	224638	BARB COUP, FLAG DRIPPER	08/17/2026	13.35	.00	
1862	B&D LUMBER & HAR	224662	SLIP CAP, PVC CAP	08/18/2026	11.49	.00	
1862	B&D LUMBER & HAR	224696	PREMIX CONCRETE	08/19/2026	54.27	.00	
1862	B&D LUMBER & HAR	224711	ENGINE OIL	08/20/2026	70.78	.00	
1862	B&D LUMBER & HAR	224812	ANCHORS	08/25/2026	21.44	.00	
1862	B&D LUMBER & HAR	224839	ENGINE OIL	08/26/2026	23.99	.00	
1862	B&D LUMBER & HAR	225057	AUTOCUT, HEADNET, BUG REPELLENT	09/08/2026	91.63	.00	
10-80-46801 REC PROGRAMS/SPECIAL EVENTS							
1219	BISBEE PETTY CASH	26-0908	SAND	09/08/2026	110.63	.00	
10-80-46802 LANDSCAPING MATERIALS							
1659	ACE HARDWARE	45963	TOP SOIL	08/18/2026	4.27	.00	
1659	ACE HARDWARE	45968	SOIL	08/19/2026	13.96	.00	
1659	ACE HARDWARE	46026	SOIL	08/26/2026	26.40	.00	
1659	ACE HARDWARE	46059	SPRINKLER	09/01/2026	6.17	.00	
1659	ACE HARDWARE	46063	CUTTER, WIRE, UNDERGROUND CONN	09/02/2026	72.94	.00	
1659	ACE HARDWARE	46064	FML IN-LN VLV PLST	09/02/2026	33.67	.00	
1862	B&D LUMBER & HAR	224957	PIPE, CEMENT, BALL VALVE, ELBOW, TEE, COUPLING, PT	09/02/2026	61.34	.00	
1862	B&D LUMBER & HAR	224963	ADAPTER, ELBOW, NIPPLE	09/02/2026	12.43	.00	
1862	B&D LUMBER & HAR	224964	ELBOW, NIPPLE	09/02/2026	3.49	.00	
1862	B&D LUMBER & HAR	224978	COUPLING	09/03/2026	5.66	.00	
1862	B&D LUMBER & HAR	224979	BYPASS PRUNER	09/03/2026	29.58	.00	
1862	B&D LUMBER & HAR	224987	STRIP, CABLE TIE, COUPLING	09/03/2026	13.09	.00	
6943	CORPORATE PAYME	26-0810	BRN COMMUNICATIONS-PLANTS	08/10/2026	30.00	30.00	09/10/2026
2236	DOUGLAS DANFORT	2026-0817	PLANTS	08/17/2026	369.04	.00	
10-80-50110 BLDG REPAIR & MAINT-VANDALISM							
1862	B&D LUMBER & HAR	224755	PAINT, ROLLER FRAME, CHIP BRUSH, COVER	08/21/2026	289.85	.00	
10-80-61000 REPAIRS & MAINT - VEHICLES							
6536	BISBEE NAPA AUTO P	404015	BATTERY	08/19/2026	142.17	.00	
6536	BISBEE NAPA AUTO P	404187	BATTERY WARRANTY	08/21/2026	.00	.00	
Total PARKS:					3,966.39	1,646.14	
SWIMMING POOL							
10-81-24000 PHONES							
6050	VERIZON	6150988260	Pool	08/13/2026	25.70	25.70	08/31/2026
10-81-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45989	SUNSCREEN SPRAY, INSECT REPELLENT	08/22/2026	35.37	.00	
6943	CORPORATE PAYME	26-0810	SAFEWAY-CASES OF WATER	08/10/2026	17.05	17.05	09/10/2026
6943	CORPORATE PAYME	26-0810	DOLLAR GENERAL-WATER	08/10/2026	8.18	8.18	09/10/2026
6943	CORPORATE PAYME	26-0810	SAFEWAY-OTTER POPS	08/10/2026	30.14	30.14	09/10/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
4577	LESLIE'S POOLMART,	03017-01-0593	CHLOR 53GAL DRUM	08/28/2026	775.01	.00	
10-81-55200 NON CAP EQUIP PURCHASES							
6943	CORPORATE PAYME	26-0810	BIG 5-FLOATATION VESTS	08/10/2026	129.60	129.60	09/10/2026
Total SWIMMING POOL:					1,021.05	210.67	
LIBRARY							
10-83-13400 EDUCATION & TRAINING							
6943	CORPORATE PAYME	26-0810	AZ LIBRARY ASSOC CONFERENCE REGISTRATION	08/10/2026	275.00	275.00	09/10/2026
10-83-21001 ELECTRIC-ANNEX							
1097	AZ PUBLIC SERVICE	5790213673-0	519 Melody Lane - QC Library Annex - #5790213673	08/25/2026	1,169.88	1,169.88	08/31/2026
10-83-22001 WATER-ANNEX							
1106	ARIZONA WATER CO	100125651-08-	Huachuca Terrace - Library Annex - 100125651	08/28/2026	325.50	325.50	09/08/2026
10-83-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	6 MAIN ST-LIBRARY	09/01/2026	127.38	127.38	09/08/2026
10-83-22551 SEWER & GARBAGE-ANNEX							
1225	BISBEE PUBLIC WOR	96	519 W MELODY LN - LIBRARY ANNEX	09/01/2026	338.19	338.19	09/08/2026
10-83-41500 OFFICE SUPPLIES							
4926	AMAZON CAPITAL SE	14LH-7K3V-PY	LIBRARY SUPPLIES	09/01/2026	111.59	.00	
10-83-42050 NON CAP ADMIN EQUIP/FURN							
4926	AMAZON CAPITAL SE	1CCW-49N7-C	COMPUTER EQUIPMENT	09/01/2026	373.22	.00	
4926	AMAZON CAPITAL SE	1QFQ-N93V-44	COMPUTER EQUIPMENT	09/01/2026	114.37	.00	
10-83-46000 OPERATIONAL EXPENSES							
6943	CORPORATE PAYME	26-0810	MAILCHIMP EMAIL NEWSLETTER SUBSCRIPTION	08/10/2026	20.59	20.59	09/10/2026
10-83-46831 BOOKS							
4926	AMAZON CAPITAL SE	1QTN-6LL7-16	BOOKS	09/01/2026	222.35	.00	
10-83-46832 AUDIO VISUAL MATERIAL							
4926	AMAZON CAPITAL SE	1NC7-DY3P-7J	DVD'S	09/01/2026	69.96	.00	
10-83-46833 CHILDRENS MATERIALS							
6943	CORPORATE PAYME	26-0810	AMAZON-CHILDREN'S MATERIALS	08/10/2026	7.99	7.99	09/10/2026
10-83-46834 PERIODICALS							
6943	CORPORATE PAYME	26-0810	PHX MAGAZINE-MAGAZINE RENEWAL	08/10/2026	21.12	21.12	09/10/2026
6943	CORPORATE PAYME	26-0810	PEOPLE-MAGAZINE RENEWALS	08/10/2026	139.00	139.00	09/10/2026
6943	CORPORATE PAYME	26-0810	NATIONAL GEOGRAPHIC-MAGAZINE RENEWAL	08/10/2026	94.87	94.87	09/10/2026
6943	CORPORATE PAYME	26-0810	ROLLING STONES-MAGAZINE RENEWALS	08/10/2026	139.95	139.95	09/10/2026
6943	CORPORATE PAYME	26-0810	SPORTS ILLUSTRATED-MAGAZINE RENEWAL	08/10/2026	100.74	100.74	09/10/2026
6943	CORPORATE PAYME	26-0810	FOOD & WINE-MAGAZINE RENEWAL	08/10/2026	35.23	35.23	09/10/2026
10-83-50100 BLDG REPAIR & MAINT							
6172	MMPC	195103	MONTHLY PEST CONTROL-LIBRARY ANNEX	08/28/2026	65.00	.00	
Total LIBRARY:					3,751.93	2,795.44	
SENIOR CITIZENS CENTER							
10-85-22000 WATER							
1106	ARIZONA WATER CO	100032236-08-	Collins Rd - S Cntr - #100032236	08/28/2026	164.47	164.47	09/08/2026
10-85-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	COLLINS RD-SENIOR CENTER	09/01/2026	83.42	83.42	09/08/2026
10-85-34085 COORDINATOR CONTRIBUTIONS							
3188	BISBEE SENIOR ASS	172	Monthly Invoice September 2026	09/08/2026	833.33	833.33	09/08/2026
10-85-45300 CUSTODIAL SUPPLIES							
1659	ACE HARDWARE	45982	DISINFECTANT, CLEANER, FLR	08/21/2026	26.01	.00	
4926	AMAZON CAPITAL SE	14GN-QDPC-H	FLOOR CLEANER, DISINFECTANT CLEANER	08/30/2026	69.66	.00	
4926	AMAZON CAPITAL SE	1RRC-G7MQ-V	DISINFECTANT SPRAY	08/31/2026	59.40	.00	
4191	GRAINGER	9051190669	PAPER TOWEL SHEETS	08/20/2026	61.33	.00	
Total SENIOR CITIZENS CENTER:					1,297.62	1,081.22	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total GENERAL FUND:					142,649.89	90,933.84	
GENERAL GOVERNMENT GRANTS							
GRANT EXP - GENERAL GOVT							
11-40-22514 BISBEE BIKEWAYS EDA GRANT							
1264	KIMLEY HORN & ASS	098063007-07	LAVENDER PIT PROJECT SERVICES THROUGH JULY 202	07/31/2026	1,377.88	.00	
Total GRANT EXP - GENERAL GOVT:					1,377.88	.00	
Total GENERAL GOVERNMENT GRANTS:					1,377.88	.00	
TRANSPORTATION GRANTS							
GRANT EXP - TRANSPORTATION							
18-40-22519 FAA-AIRPORT ENTITLEMENT GRANT							
2288	COFFMAN ASSOCIAT	26EA25-1	PROPOSED CONSTRUCTION-ELECTRICAL IMPROVEME	08/28/2026	5,000.00	.00	
2285	EVECTIO CONSULTIN	1169	AIRPORT - AIRFIELD ELECTRICAL IMP	07/07/2026	3,500.00	3,500.00	09/09/2026
Total GRANT EXP - TRANSPORTATION:					8,500.00	3,500.00	
Total TRANSPORTATION GRANTS:					8,500.00	3,500.00	
CAMP NACO							
19-40-24000 PHONES-MELLON GRANT							
6050	VERIZON	6150988260	Camp Naco	08/13/2026	62.18	62.18	08/31/2026
19-40-24001 INTERNET-MELLON GRANT							
4059	SPARKLIGHT	816013003001	Internet Svc-915 Tovreaville Rd Bldg B-8160130030011815	08/23/2026	161.94	161.94	08/31/2026
19-40-34000 CONTRACT SERVICES-MELLON GRANT							
6943	CORPORATE PAYME	26-0810	GODADDY-CAMP NACO DOMAIN RENEWAL	08/10/2026	47.38	47.38	09/10/2026
19-40-42040 ADVERTISING-MELLON GRANT							
1145	HERALD/REVIEW ME	0726565431	AD PLACEMENTS-JULY 2026	07/31/2026	71.23	.00	
1145	HERALD/REVIEW ME	0826565431	CAMP NACO AD PLACEMENTS	08/31/2026	325.60	.00	
19-40-42060 INVENTORIED TOOLS-MELLON GRANT							
6943	CORPORATE PAYME	26-0810	AMAZON-TIRE INFLATOR	08/10/2026	33.68	33.68	09/10/2026
19-40-45200 SAFETY EQUIP/SUPPLIES-MELLON							
6943	CORPORATE PAYME	26-0810	AMAZON-SAFETY SUPPLIES	08/10/2026	61.98	61.98	09/10/2026
19-40-46000 OPERATIONAL EXPENSE-MELLON							
6943	CORPORATE PAYME	26-0810	DOLLAR GENERAL-HYDRATION AND SUPPLIES FOR LIM	08/10/2026	21.98	21.98	09/10/2026
6943	CORPORATE PAYME	26-0810	SAFEWAY-HYDRATION	08/10/2026	39.27	39.27	09/10/2026
19-40-46801 REC PROG/SPECIAL EVENTS-MELLON							
6943	CORPORATE PAYME	26-0810	SAFEWAY-LIMEWASH CREW APPRECIATION LUNCH	08/10/2026	36.63	36.63	09/10/2026
19-40-92000 CONSTRUCTION COSTS-MELLON							
1659	ACE HARDWARE	46057	IRRIGATION SUPLIES FOR A6	09/01/2026	191.74	.00	
1893	LAL ENTERPRISES, I	68425	HAND WASHING STATION-CAMP NACO	08/31/2026	129.25	.00	
1893	LAL ENTERPRISES, I	68425	CHEMICAL TOILET SERVICE-CAMP NACO	08/31/2026	259.25	.00	
6889	VERHELST RECOVE	18582	LIMEWASH A7, WEEDWACKING	08/06/2026	700.00	700.00	09/03/2026
6889	VERHELST RECOVE	18589	LIMEWASH A7, TRENCH FOR IRRIGATION A6	08/07/2026	1,025.00	1,025.00	09/03/2026
6889	VERHELST RECOVE	18618	DEMO CONCRETE FOR FOOTER IN A4	08/12/2026	300.00	300.00	09/03/2026
6889	VERHELST RECOVE	18623	A4 CONCRETE DEMO, A2 WEEDWACK	08/13/2026	700.00	700.00	09/03/2026
6889	VERHELST RECOVE	18658	LIMEWASH A2	08/18/2026	300.00	300.00	09/03/2026
6889	VERHELST RECOVE	18667	LIMEWASH A2	08/20/2026	350.00	350.00	09/03/2026
6889	VERHELST RECOVE	18714	LIMEWASH A2, DEMO CONCRETE A5	08/27/2026	356.25	356.25	09/03/2026
6889	VERHELST RECOVE	18744	LIMEWASH A2, CLEANUP A6/A7, TRENCH A6	09/01/2026	575.00	575.00	09/03/2026
Total :					5,748.36	4,771.29	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
19-45-31000 PROFESSIONAL FEES-STATE GRANT							
1272	IDEUM, INC.	INV2026224	EXHIBIT DESIGN CONSULTANT AUDIO FABRICATION	08/28/2026	69,955.29	.00	
19-45-62003 GASOLINE-STATE GRANT							
6943	CORPORATE PAYME	26-0810	SPEEDWAY-GAS FOR WEEDWACKERS	08/10/2026	10.76	10.76	09/10/2026
19-45-62004 DIESEL-STATE GRANT							
6943	CORPORATE PAYME	26-0810	SPEEDWAY-DIESEL FOR TRACTOR	08/10/2026	28.57	28.57	09/10/2026
19-45-92000 CONSTRUCTION COSTS-STATE							
6889	VERHELST RECOVE	18637	SITE CLEANUP	08/17/2026	300.00	300.00	09/03/2026
6889	VERHELST RECOVE	18714	LIMEWASH A2, DEMO CONCRETE A5	08/27/2026	356.25	356.25	09/03/2026
Total :					70,650.87	695.58	
Total CAMP NACO:					76,399.23	5,466.87	
VISITOR CENTER							
FUND EXPENDITURES							
20-40-24000 PHONES							
6050	VERIZON	6150988260	Visitor Center	08/13/2026	75.58	75.58	08/31/2026
20-40-43500 POSTAGE							
6943	CORPORATE PAYME	26-0810	USPS-POSTAGE VC	08/10/2026	6.57	6.57	09/10/2026
6943	CORPORATE PAYME	26-0810	USPS-POSTAGE VC	08/10/2026	17.30	17.30	09/10/2026
6943	CORPORATE PAYME	26-0810	USPS-POSTAGE VC	08/10/2026	9.95	9.95	09/10/2026
20-40-46000 OPERATIONAL EXPENSES							
1219	BISBEE PETTY CASH	26-0908	HSPANIC CHAMBER OF COMMERCE	09/08/2026	80.00	.00	
6943	CORPORATE PAYME	26-0810	LEAGUE OF AZ CITIES-BOOTH AT SHOWCASE	08/10/2026	365.00	365.00	09/10/2026
Total FUND EXPENDITURES:					554.40	474.40	
Total VISITOR CENTER:					554.40	474.40	
STREETS							
21-36-10500 CEMETERY OPEN/CLOSE FEES							
2287	COCHISE COUNTY P	26-0819	REIMBURSEMENT-OPEN & CLOSE FEE	08/19/2026	300.00	.00	
Total :					300.00	.00	
FUND EXPENDITURES							
21-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	0565682960A-	46 Main St Xmas Lights - #0564203958	08/21/2026	78.69	78.69	08/31/2026
1097	AZ PUBLIC SERVICE	1032111000-08	Az Street St Lights #1032111000	08/26/2026	6,021.23	6,021.23	08/31/2026
21-40-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910002351879	25% Streets	08/26/2026	26.70	26.70	08/31/2026
21-40-24000 PHONES							
6050	VERIZON	6150988260	Streets	08/13/2026	236.08	236.08	08/31/2026
21-40-34000 CONTRACT SERVICES							
7060	CINTAS	4280288983	214034000	08/26/2026	60.02	.00	
7060	CINTAS	4281062322	UNIFORMS	09/02/2026	60.02	.00	
21-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-090	FY27 1ST QTR LIABILITY INS.-STREETS	09/04/2026	20,393.91	20,393.91	09/10/2026
21-40-42060 INVENTORIED TOOLS							
1862	B&D LUMBER & HAR	224635	TELESCOPING LOPPER	08/17/2026	19.17	.00	
6943	CORPORATE PAYME	26-0810	HOME DEPOT-DEWALT FLEXVOLT	08/10/2026	1,317.90	1,317.90	09/10/2026
21-40-45100 DISPOSABLE EQUIP & TOOLS							
1659	ACE HARDWARE	45994	STEP DRILL BIT	08/24/2026	42.50	.00	
1659	ACE HARDWARE	46023	SAW BLD TACT-CUT	08/08/2026	74.86	.00	
1862	B&D LUMBER & HAR	224806	RAKE	08/25/2026	32.87	.00	
1862	B&D LUMBER & HAR	224898	RLR FRAME, KNIT COVER, LINE MARKER, PAINT TRAY	08/31/2026	32.61	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
21-40-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9066044489	TOILET PAPER ROLLS	09/02/2026	10.57	.00	
4191	GRAINGER	9066663908	PAPER TOWEL SHEETS	09/02/2026	8.89	.00	
21-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	46020	MARKING PAINT	08/25/2026	33.65	.00	
1659	ACE HARDWARE	46021	FUEL	08/26/2026	49.39	.00	
1659	ACE HARDWARE	46050	AUTOCUT, PLIERS, DIAMOND LINE, TRIMMER	08/31/2026	191.77	.00	
1862	B&D LUMBER & HAR	224691	LOPPER, MAGNETIC BASE, STUD	08/19/2026	65.62	.00	
1862	B&D LUMBER & HAR	224706	PREMIX CONCRETE	08/19/2026	40.71	.00	
1862	B&D LUMBER & HAR	224710	ENGINE OIL	08/20/2026	70.78	.00	
1862	B&D LUMBER & HAR	224721	PREMIX CONCRETE	08/20/2026	40.71	.00	
1862	B&D LUMBER & HAR	224947	STRIKE ANCHOR	09/02/2026	94.25	.00	
1862	B&D LUMBER & HAR	224951	USS HX CP, C-PAK	09/02/2026	59.16	.00	
1862	B&D LUMBER & HAR	225058	AUTOCUT, HEADNET, BUG REPELLENT	09/08/2026	113.76	.00	
1830	ZACATECAS ENGINE	2026-53	MAYER AVE-RETAINING WALL	09/01/2026	1,200.00	.00	
1830	ZACATECAS ENGINE	2026-54	BREWERY AVE-RETAINING WALL	09/01/2026	1,541.40	.00	
21-40-46200 SIGNS & POSTS							
1659	ACE HARDWARE	45993	FLAT IRON, ANGLE IRON	08/24/2026	147.69	.00	
1659	ACE HARDWARE	46003	SQUARE TUBING	08/24/2026	46.62	.00	
1659	ACE HARDWARE	46008	SPRAY PAINT, POLISH, SCREW	08/25/2026	57.96	.00	
6536	BISBEE NAPA AUTO P	404403	METAL	08/25/2026	21.91	.00	
3434	CENTERLINE SUPPLY	ORD0180020	ANIMAL SHELTER SIGNS	08/24/2026	987.89	.00	
21-40-46211 STREET REPAIR MATERIAL							
4223	KE & G CONSTRUCTI	261001-41	1/2" MAG 2 TONS	08/27/2026	2,112.38	.00	
21-40-55000 EQUIPMENT REPAIR & MAINT							
1659	ACE HARDWARE	45992	STIHL REPAIR	08/24/2026	35.48	.00	
4926	AMAZON CAPITAL SE	1Y61-TWGP-N	CARBURETOR CARB SET	08/31/2026	19.81	.00	
6536	BISBEE NAPA AUTO P	404553	FUEL SHUT OFF VALVE, LINE HOSE	08/26/2026	15.57	.00	
6536	BISBEE NAPA AUTO P	404570	18 MO WTY BAT	08/27/2026	155.00	.00	
6536	BISBEE NAPA AUTO P	404572	CREDIT	08/27/2026	15.66-	.00	
6943	CORPORATE PAYME	26-0810	RDO EQUIP-SOLENOID	08/10/2026	253.14	253.14	09/10/2026
21-40-61000 VEHICLE PARTS & LABOR							
1862	B&D LUMBER & HAR	224707	FILTER, AIR FILTERS	08/19/2026	21.34	.00	
6536	BISBEE NAPA AUTO P	404509	HOSE FITTING, HYDHOSE	08/26/2026	56.71	.00	
6536	BISBEE NAPA AUTO P	404894	SPARK PLUGS	09/01/2026	2.85	.00	
6536	BISBEE NAPA AUTO P	405216	OIL FILTER	09/08/2026	4.21	.00	
6536	BISBEE NAPA AUTO P	405237	RADIATOR HOSE, HOSE CLAMP, CONNECTOR	09/08/2026	63.62	.00	
	Total FUND EXPENDITURES:				35,903.74	28,327.65	
	Total STREETS:				36,203.74	28,327.65	
BISBEE ARTS COMMISSION							
FUND EXPENDITURES							
42-40-42060 BAC EVENTS							
2286	BRIAN MULLINS	1	STOCK EXCHANGE EVENT 9/12/2026 BAC-ENTERTAINME	09/09/2026	125.00	125.00	09/10/2026
	Total FUND EXPENDITURES:				125.00	125.00	
	Total BISBEE ARTS COMMISSION:				125.00	125.00	
HOUSING NITIATIVE							
45-40-10000 COST OF HOUSING SOLD							
1132	STEP-UP BISBEE/NA	26-0824	105 TAYLOR, 108 D ST., 116 VISTA	08/24/2026	190,000.00	.00	
	Total :				190,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total HOUSING INITIATIVE:					190,000.00	.00	
MISC. DONATIONS							
FUND EXPENDITURES							
48-40-22507 PARKS AND REC MISC DONATIONS							
6943	CORPORATE PAYME	26-0810	CIVANO NURSERY-DONTN TREE-ANGELIKA JOHNSON	08/10/2026	152.13	152.13	09/10/2026
6943	CORPORATE PAYME	26-0810	WE FRAME IT-PLAQUE-JOHNSON ANGELIKA	08/10/2026	22.20	22.20	09/10/2026
Total FUND EXPENDITURES:					174.33	174.33	
Total MISC. DONATIONS:					174.33	174.33	
AIRPORT FUND							
FUND EXPENDITURES							
50-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	9662440000-0	Bisbee Junction Hill - Airport #9662440000	08/21/2026	208.86	208.86	08/31/2026
50-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	AIRPORT RD-AIRPORT	09/01/2026	16.00	16.00	09/08/2026
50-40-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910001898040	Bisbee JcT - Airport Rd #910001898040	08/28/2026	56.91	56.91	09/08/2026
50-40-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HAR	225032	PLYWOOD	09/05/2026	36.16	.00	
Total FUND EXPENDITURES:					317.93	281.77	
Total AIRPORT FUND:					317.93	281.77	
SEWER FUND							
FUND EXPENDITURES							
54-40-21000 ELECTRIC							
1097	AZ PUBLIC SERVICE	1002920000-0	940 W. Purdy Ln San Jose WW -#1002920000	08/24/2026	10,751.56	10,751.56	08/31/2026
54-40-22000 WATER							
1106	ARIZONA WATER CO	100015873-08-	320 Teran #100015873	08/28/2026	37.21	37.21	09/08/2026
1106	ARIZONA WATER CO	100078024-07-	6 W. HWY 80 100078024	08/18/2026	37.21	37.21	08/31/2026
54-40-24000 PHONES							
6050	VERIZON	6150988260	Sewer	08/13/2026	166.37	166.37	08/31/2026
54-40-34010 CONTRACT SERVICES-COLLECTIONS							
7060	CINTAS	4280288965	UNIFORMS	08/26/2026	55.44	.00	
54-40-34100 DOC WORKERS							
3163	AZ STATE PRISON C	D081430 2026	WW-MILEAGE	09/02/2026	28.14	.00	
7060	CINTAS	4281062311	UNIFORMS	09/02/2026	55.44	.00	
54-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-090	FY27 1ST QTR LIABILITY INS.-WASTEWATER	09/04/2026	28,041.63	28,041.63	09/10/2026
54-40-45100 DISPOSABLE EQUIP & TOOLS							
1862	B&D LUMBER & HAR	224693	SQUARE LOOP, SAND CLOTH	08/19/2026	21.33	.00	
54-40-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9066044489	TOILET PAPER ROLLS	09/02/2026	10.57	.00	
4191	GRAINGER	9066663908	PAPER TOWEL SHEETS	09/02/2026	8.89	.00	
54-40-46000 OPERATIONAL EXPENSES							
1659	ACE HARDWARE	45953	SOLID BLOCK, MOTO MIX	08/18/2026	65.69	.00	
1862	B&D LUMBER & HAR	224732	PREMIX CONCRETE	08/20/2026	27.14	.00	
1862	B&D LUMBER & HAR	224803	TANK SPRAYER	08/25/2026	21.91	.00	
1862	B&D LUMBER & HAR	224816	SERVICE KIT, TRIMMER KIT, SPRAY PAINT	08/25/2026	74.48	.00	
1862	B&D LUMBER & HAR	224921	CONCR PATCHER, AUTOCUT CVR, SOLID FLT	09/01/2026	43.81	.00	
6943	CORPORATE PAYME	26-0810	CCR-RELEASE LIENS 2026-14744, 14745	08/10/2026	32.00	32.00	09/10/2026
6943	CORPORATE PAYME	26-0810	CCR-RELEASE LIENS 2026-15758, 15759, 15760	08/10/2026	47.00	47.00	09/10/2026
54-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	404835	OIL FILTER	09/01/2026	4.21	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
	Total FUND EXPENDITURES:				39,530.03	39,112.98	
	Total SEWER FUND:				39,530.03	39,112.98	
SANITATION FUND							
FUND EXPENDITURES							
56-40-23000 GAS - UTILITY							
1751	SOUTHWEST GAS C	910002351879	25% Sanitation	08/26/2026	26.70	26.70	08/31/2026
56-40-24000 PHONES							
6050	VERIZON	6150988260	Recycle	08/13/2026	236.38	236.38	08/31/2026
6050	VERIZON	6150988260	Sanitation	08/13/2026	152.73	152.73	08/31/2026
56-40-34000 CONTRACT SERVICES							
7060	CINTAS	4280288982	UNIFORMS	08/26/2026	66.40	.00	
7060	CINTAS	4281062315	UNIFORMS	09/02/2026	66.40	.00	
56-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-090	FY27 1ST QTR LIABILITY INS.-SANITATION	09/04/2026	11,726.50	11,726.50	09/10/2026
56-40-45300 CUSTODIAL SUPPLIES							
4191	GRAINGER	9066044489	TOILET PAPER ROLLS	09/02/2026	10.58	.00	
4191	GRAINGER	9066663908	PAPER TOWEL SHEETS	09/02/2026	8.89	.00	
56-40-46000 OPERATIONAL EXPENSES							
1862	B&D LUMBER & HAR	224783	PAINT, CHIP BRUSH	08/24/2026	72.50	.00	
56-40-46562 RECYCLING PROGRAM							
1659	ACE HARDWARE	46069	FASTENERS	09/03/2026	30.22	.00	
7060	CINTAS	4280288938	UNIFORMS	08/26/2026	51.81	.00	
7060	CINTAS	4281062241	UNIFORMS	09/02/2026	51.81	.00	
4191	GRAINGER	9066044489	TOILET PAPER ROLLS	09/02/2026	10.58	.00	
4191	GRAINGER	9066663908	PAPER TOWEL SHEETS	09/02/2026	8.89	.00	
1893	LAL ENTERPRISES, I	68425	RECYCLING - CHEMICAL TOILET SRVC	08/31/2026	73.50	.00	
56-40-61000 VEHICLE PARTS & LABOR							
6536	BISBEE NAPA AUTO P	405020	HOSE FITTINGS, HYDHOSE	09/03/2026	32.94	.00	
6536	BISBEE NAPA AUTO P	405052	VBELT	09/03/2026	96.91	.00	
1613	VANGUARD TRUCK C	R0110053691	REPLACE SENSORS	08/15/2026	1,815.70	.00	
1848	WASTEQUIP MANUF	I12-100591	SUCTION LINE	08/19/2026	206.17	.00	
56-40-62002 TIRES							
1854	W R RYAN - FIRESTO	T37471	TIRE REPAIR	08/17/2026	53.00	.00	
	Total FUND EXPENDITURES:				14,798.61	12,142.31	
	Total SANITATION FUND:				14,798.61	12,142.31	
QUEEN MINE FUND							
FUND EXPENDITURES							
59-40-13100 BUSINESS TRAVEL							
2249	BADURSKI, STEPHA	26-0821	BUSINESS TRAVEL (MEAL) - REIMBURSEMENT	08/21/2026	50.53	50.53	08/31/2026
59-40-22000 WATER							
1106	ARIZONA WATER CO	100054358-08-	Queen Mine - 100054358	08/18/2026	111.37	111.37	08/31/2026
59-40-22550 SEWER AND GARBAGE SERV.							
1225	BISBEE PUBLIC WOR	96	478 N DART RD-QUEEN MINE	09/01/2026	447.92	447.92	09/08/2026
59-40-24000 PHONES							
6050	VERIZON	6150988260	Queen Mine	08/13/2026	91.04	91.04	08/31/2026
59-40-24001 INTERNET ACCESS FEE							
6050	VERIZON	6150988260	QM Router	08/13/2026	40.01	40.01	08/31/2026
59-40-41500 OFFICE SUPPLIES							
6943	CORPORATE PAYME	26-0810	TEMU-JEWELRY BOXES W/VELVET	08/10/2026	103.19	103.19	09/10/2026
6943	CORPORATE PAYME	26-0810	TEMU-GIFT BAGS, EARRING CARDS, NECKLACE DISPLA	08/10/2026	697.11	697.11	09/10/2026
6943	CORPORATE PAYME	26-0810	UPRINTING-UNTITLED NOTEPADS	08/10/2026	337.70	337.70	09/10/2026
1199	ULINE	212645261	WHITE LABELS	08/29/2026	359.38	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
59-40-42040 ADVERTISING							
6943	CORPORATE PAYME	26-0810	STIKERMULE-CUSTOM MAGNETS	08/10/2026	146.00	146.00	09/10/2026
6943	CORPORATE PAYME	26-0810	LUXURY GIFT BOX	08/10/2026	99.40	99.40	09/10/2026
1792	WELCOME NEWCOM	9900	TUCSON AIRPORT WELCOME SERVICES - SEPT	09/01/2026	50.00	.00	
59-40-45200 SAFETY EQUP & SUPPLIES							
6943	CORPORATE PAYME	26-0810	CPR/AED/FIRST-AID CERTIFICATE (ANDY PICKERING)	08/10/2026	14.95	14.95	09/10/2026
6943	CORPORATE PAYME	26-0810	CPR/AED/FIRST-AID CERTIFICATE	08/10/2026	14.95	14.95	09/10/2026
6943	CORPORATE PAYME	26-0810	CODE STEEL INDS INSP-ANNUAL SAFETY INSPECTION	08/10/2026	1,895.00	1,895.00	09/10/2026
6943	CORPORATE PAYME	26-0810	FULL SOURCE-MINING HARD HAT	08/10/2026	63.50	63.50	09/10/2026
6943	CORPORATE PAYME	26-0810	F & H MINE SUPPLY-PAPER PHONE NEMA	08/10/2026	783.87	783.87	09/10/2026
59-40-46591 MERCHANDISE							
6943	CORPORATE PAYME	26-0810	LIPCO GROUP-TEES	08/10/2026	1,336.23	1,336.23	09/10/2026
6943	CORPORATE PAYME	26-0810	KHEOPS INTERNATIONAL-GEMSTONE MOSS AGATE RIN	08/10/2026	40.46	40.46	09/10/2026
6943	CORPORATE PAYME	26-0810	LIPCO GROUP-SHOT GLASS	08/10/2026	1,650.04	1,650.04	09/10/2026
6943	CORPORATE PAYME	26-0810	TEMU-GIFT BOX, WOOD DESK-TOP STANDING CARD	08/10/2026	22.20	22.20	09/10/2026
6943	CORPORATE PAYME	26-0810	19 NIGHTHWKS DESIGNS-ASSORTMENT OF JEWELRY	08/10/2026	1,005.00	1,005.00	09/10/2026
6943	CORPORATE PAYME	26-0810	GEARGE RAMIREZ-JEWELRY ASSORTMENT	08/10/2026	1,800.00	1,800.00	09/10/2026
6943	CORPORATE PAYME	26-0810	STIKERMULE-CUSTOM MAGNETS	08/10/2026	146.00	146.00	09/10/2026
6943	CORPORATE PAYME	26-0810	MAKESTICKERS-GLOSSY DIE STICKERS	08/10/2026	134.33	134.33	09/10/2026
6943	CORPORATE PAYME	26-0810	RED METAL MINERALS-COPPER BARS, LINCOLN PENNY	08/10/2026	2,360.00	2,360.00	09/10/2026
6943	CORPORATE PAYME	26-0810	TEMU-EARRINGS, BRACELETS, DREAM CATCHERS, HAI	08/10/2026	1,219.36	1,219.36	09/10/2026
4699	GRAEME, DOUGLAS	26-0904	CARVINGS:BAT, IGUANA, SNAKES, DRAGON, BEAR, OWL	09/04/2026	844.00	.00	
59-40-55000 EQUIPMENT REPAIR & MAINT							
1659	ACE HARDWARE	46034	CLEANER LECTRA-MOTIVE	08/27/2026	20.57	.00	
1659	ACE HARDWARE	46048	STOPS RUST, SOCKET ADAPTER, SOCKET, BRAKER CLE	08/29/2026	85.04	.00	
1862	B&D LUMBER & HAR	224893	ELECTRONIC CLEANER	08/29/2026	46.00	.00	
6943	CORPORATE PAYME	26-0810	MCMASTER-CARR-SPLIT ROTARY SHAFT SEAL	08/10/2026	289.62	289.62	09/10/2026
6943	CORPORATE PAYME	26-0810	MI MOTIEON-NITRILE OIL SEAL, SHAFT	08/10/2026	133.21	133.21	09/10/2026
6943	CORPORATE PAYME	26-0810	MCMASTER-CARR-BRONZE BEARING	08/10/2026	223.95	223.95	09/10/2026
6943	CORPORATE PAYME	26-0810	EBAY-LOCOMOTIVE BATTERY CHARGER	08/10/2026	2,108.05	2,108.05	09/10/2026
59-40-55100 REPAIR & MAINT - OTHER							
6943	CORPORATE PAYME	26-0810	AMAZON-UXCELLSQUARE STEEL KEY STOCK	08/10/2026	55.92	55.92	09/10/2026
6943	CORPORATE PAYME	26-0810	MCMASTER-CARR-BRONZE SLEEVE BEARING, BUSHING	08/10/2026	593.23	593.23	09/10/2026
6943	CORPORATE PAYME	26-0810	MCMASTER-CARR-MOBIL MONILGEAR GEAR OIL 5GL	08/10/2026	236.95	236.95	09/10/2026
6943	CORPORATE PAYME	26-0810	MCMASTER-CARR-CARBON STEEL PEEL-AWAY MULTILA	08/10/2026	156.19	156.19	09/10/2026
6943	CORPORATE PAYME	26-0810	MCMASTER-CAR-BUSHING, MACHINE KEY, ROUNDED S	08/10/2026	121.24	121.24	09/10/2026
	Total FUND EXPENDITURES:				19,933.51	18,528.52	
	Total QUEEN MINE FUND:				19,933.51	18,528.52	
MISC. GRANTS							
FUND EXPENDITURES							
78-40-23008 LIBRARY LSTA GRANT,FED THRU AZ							
4926	AMAZON CAPITAL SE	1CCW-49N7-M	LIBRARY SUPPLIES	09/01/2026	29.38	.00	
2245	MOBILE BEACON	A-035721-2026	INTERNET HOTSPOT PROGRAM SERVICE	09/02/2026	1,560.00	.00	
	Total FUND EXPENDITURES:				1,589.38	.00	
	Total MISC. GRANTS:				1,589.38	.00	
AMERICAN RESCUE PLAN ACT							
79-40-60000 FY27 ARPA EXPENSES							
4222	STANTEC CONSULTI	2611937	HILLCREST BROWNFIELD CLEANUP GRANT	09/03/2026	926.25	.00	
	Total :				926.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Am	Amount Paid	Date Paid
Total AMERICAN RESCUE PLAN ACT:					926.25	.00	
BISBEE BUS FUND							
FUND EXPENDITURES							
96-40-37000 PROPERTY, CASUALTY, LIABILITY							
1139	AZ MUNICIPAL RISK	40000824-090	FY27 1ST QTR LIABILITY INS.-BUS	09/04/2026	2,804.16	2,804.16	09/10/2026
96-40-41505 ADMIN SUPPLIES							
2176	KONICA MINOLTA BU	510052453	MONTHLY MAINTENANCE AGREEMENT - BISBEE BUS - A	08/31/2026	55.15	.00	
96-40-91500 CAPITAL PREVENTIVE MAINT.							
2281	AUTOZONE STORE 1	10616020005	ACCUMULATOR	08/27/2026	200.97	.00	
6536	BISBEE NAPA AUTO P	404486	BUS 278-ACCUMULATOR, ORIFICE TUBE	08/26/2026	102.36	.00	
6536	BISBEE NAPA AUTO P	404616	BUS 278-ACCUMULATOR	08/27/2026	99.09-	.00	
6536	BISBEE NAPA AUTO P	404617	BUS 403-HIGH BEAM, BLISTER CAPSULES	08/27/2026	48.27	.00	
6536	BISBEE NAPA AUTO P	404631	BUS 278-AC ACCULMULATOR W/HOSE	08/27/2026	94.94	.00	
Total FUND EXPENDITURES:					3,206.76	2,804.16	
Total BISBEE BUS FUND:					3,206.76	2,804.16	
CAPITAL IMPROVEMENTS FUND							
FUND EXPENDITURES							
99-40-05409 CITY HALL BUILDING							
6943	CORPORATE PAYME	26-0810	CIVANO NURSERY-PLANTS	08/10/2026	434.26	434.26	09/10/2026
6943	CORPORATE PAYME	26-0810	BRN COMMUNICATIONS-PLANTS	08/10/2026	30.00	30.00	09/10/2026
Total FUND EXPENDITURES:					464.26	464.26	
Total CAPITAL IMPROVEMENTS FUND:					464.26	464.26	
Grand Totals:					536,751.20	202,336.09	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Report Criteria:
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

AGENDA ITEM NUMBER 2A

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒Regular ☐Special

DATE ACTION SUBMITTED: September 8, 2026

REGULAR ☐ **CONSENT** ☒

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: APPROVAL OF THE MINUTES OF THE REGULAR SESSION OF MAYOR AND COUNCIL HELD ON SEPTEMBER 1, 2026, AT 7:00 PM.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approve Minutes

PROPOSED MOTION: I move to approve the Minutes of the Regular Session of Mayor and Council held on September 1, 2026, at 7:00 PM.

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Manager

MINUTES

MINUTES OF THE REGULAR SESSION OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, AND STATE OF ARIZONA, HELD ON TUESDAY, SEPTEMBER 1, 2026, AT 7:00 PM AT COUNCIL CHAMBERS LOCATED AT 118 ARIZONA STREET, BISBEE, ARIZONA.

THE MEETING WAS CALLED TO ORDER BY MAYOR BUDGE AT 7:05PM.

ROLL CALL

COUNCIL
Councilmember Karen Schumacher, Ward I
Councilmember Terry Priestley, Ward II
Councilmember Trish Damon, Ward III
Mayor Ken Budge
Councilmember Anna Cline, Ward III, Mayor Pro Tempore
Councilmember Mel Sowid, Ward II
Councilmember Cesilia C. Garcia, Ward I

STAFF
Ashlee Coronado, City Manager
Nina Williams, Acting City Clerk
Bridgette Kantner, Personnel Director
Tim Cox, Police Chief
Jay Ritchie, Deputy Police Chief
Jim Richardson, Fire Chief
Doug Graeme, Queen Mine Tour Manager
Mike Normand, Construction Project Manager Camp Naco

CITY ATTORNEY
Joseph Estes

INVOCATION: Mayor Budge called for a moment of silence for personal reflection.

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS AND ANNOUNCEMENTS:

- Councilmember Anna Cline read the Mesothelioma Awareness Day Proclamation
- Councilmember Trish Damon read the Ovarian Cancer Awareness Month Proclamation
- Mayor Budge read the STEAM Month Proclamation
- Mayor Budge took a moment to add that the Bisbee Public Library was participating in what was locally called "STREAM"—incorporating reading alongside the STEAM components—through the Bisbee Science Exploration and Research Center (BSERC). He expressed enthusiasm that the library was expanding literacy components of its popular Science Friday programming, helping young learners build skills to ask questions and explore new ideas.

CALL TO THE PUBLIC

- Nolan Gouguet, Bisbee Resident, addressed the Council regarding foundational American political principles, including separation of powers and the concept of consent of the governed.
- Sarah Prochnau, Bisbee Resident, spoke regarding the Pirates of the Sky Islands, thanking City staff for their efforts in preparing the City and Gulch for Bisbee Pirate Weekend following the August 5th storm. She reported that the 15th Annual event was the organization's most successful to date, drawing visitors from across the country and generating strong participation and business activity throughout the

community. She also highlighted charitable fundraising efforts benefiting Gold Park lunches, high school art supplies, and Friends of the Pool, and thanked the City and pool staff for their support. She expressed enthusiasm for the 16th Annual Bisbee Pirate Weekend.

THE FOLLOWING ITEMS WERE DISCUSSED, CONSIDERED, AND/OR DECIDED UPON AT THIS MEETING:

GENERAL BUSINESS:

1. ACCOUNTS PAYABLE: Subject to availability of funds.

MOTION: Councilmember Cline moved to approve accounts payable in the amount of $902,437.32.
SECOND: Councilmember Sowid

Councilmembers Sowid inquired about an item on the accounts payable report, and staff responded.

MOTION PASSED: UNANIMOUSLY

2. Approval of the Consent Agenda

A. Approval of the Minutes of the Regular Session of Mayor and Council held on Tuesday, August 4, 2026.
Nina Williams, Acting City Clerk

B. Approval of the Minutes of the Special Session of Mayor and Council held on Tuesday, August 11, 2026.
Nina Williams, Acting City Clerk

C. Approval of the Appointment of Peter Levine to the Airport Advisory Commission.
Nina Williams, Acting City Clerk

D. Approval of the Park, Facility, and Right-of-Way Use Permit for Parking Spaces for the Bisbee Coalition for the Homeless Ozomatli Benefit Concert to be held on Saturday, November 7, 2026, from 9:00am to 8:00pm with possible waiver of fees.
Nina Williams, Acting City Clerk

E. Approval of the Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.
Nina Williams, Acting City Clerk

F. Approval of a Special Event Liquor License Application submitted by the Keep a Breast Foundation for an event to be held at Chimera 27 Gallery located at 27 Main Street, Bisbee, AZ on Saturday, September 12, 2026, from 11:30am to 11:30pm; Shaney Darden, Applicant.
Nina Williams, Acting City Clerk

G. Approval of a Special Event Liquor License Application submitted by Bisbee Forward for a Night of Art & Music: Supporting the Bisbee Arts Commission to be held at the Bisbee Stock Exchange located at 15 Brewery Avenue, Bisbee, AZ on Saturday, September 12, 2026, from 1:00pm to 10:00pm; Nicole France, Applicant.
Nina Williams, Acting City Clerk

H. Approval of a Special Event Liquor License Application submitted by the Knights of Columbus Bisbee Council #863 for an event to be held at St. Patrick's Church-Parish Hall located at 100 Quality Hill Road, Bisbee, AZ on Saturday, October 24, 2026, from 5:00pm to 11:00pm; Charles Pisani, Applicant.
Nina Williams, Acting City Clerk

I. Approval of a Special Event Liquor License Application submitted by the Bisbee Coalition for the Homeless for an event to be held at the Warren Ballpark located at 99/77 Arizona Street, Bisbee, AZ on Saturday, November 7, 2026, from 11:00am to 7:00pm; Ramon Garcia, Applicant.
Nina Williams, Acting City Clerk

J. Approval of a Special Event Liquor License Application submitted by the Friends of the Copper Queen Library for an event to be held at St. Patrick's Church located at 100 Quality Hill Road, Bisbee, AZ on Saturday, November 21, 2026, from 4:00pm to 9:00pm; Joelle Landers, Applicant.
Nina Williams, Acting City Clerk

K. Approval of the ADOA-GAO Arizona Financial Transparency Portal Service Agreement with the Arizona Department of Administration, General Accounting Office.
Keri Bagley, Finance Director

L. Approval to purchase 100 95-Gallon Refuse Containers and 50 Replacement Lids from Schaefer Plastics North American in the Amount of $8,050.00.
Matthew Gurney, Public Works Director

M. Approval to purchase a CAT B4S Hydraulic Hammer attachment for wastewater mini excavator.
Matthew Gurney, Public Works Director

N. Approval to purchase replacement tracks for the public works skid steer.
Matthew Gurney, Public Works Director

Councilmember Garcia noted that she wished to pull items D, E, G and I for separate discussion and questions.

MOTION: Councilmember Cline moved to approve the consent agenda items A, B, C, F, H, J, K, L, M, and N.
SECOND: Councilmember Damon MOTION PASSED: UNANIMOUSLY

D. Approval of the Park, Facility, and Right-of-Way Use Permit for Parking Spaces for the Bisbee Coalition for the Homeless Ozomatli Benefit Concert to be held on Saturday, November 7, 2026, from 9:00am to 8:00pm with possible waiver of fees.

Councilmember Garcia stated she had contacted Cochise Historic Productions and had read an article identifying Ramon Garcia as the president of Bisbee Pride. She raised two concerns: first, an allegation by Jamie and Dina Herrington that Mr. Garcia had not paid up to $10,000 owed to actors for the Bisbee Massacre event that was approved by the City Council; and second, an allegation that Bisbee Pride, acting as fiscal sponsor for the Bisbee-Cochise Tenant Union, had received a $3,000 grant from the City of Bisbee in 2020 but had only disbursed $200 of those funds, and that recently from Mr. Garcia's personal account. She stated that because of these concerns, she was not comfortable moving forward with approval.

City Attorney Estes advised that questions pertaining to Mr. Garcia's outside actions were permissible if they were relevant to the recommendation to approve.

Mayor Budge allowed Councilmember Garcia to pose questions directly to Mr. Garcia.

Ramon Garcia came forward and clarified that Item D pertains to the Bisbee Coalition for the Homeless—not Bisbee Pride—and that he serves as vice president of that organization, with the event having been approved by the board. Regarding the actor payment allegation, he stated the Council never approved paying $10,000 for actors, and that Bisbee Pride served solely as fiscal agent for that separate event. Regarding the $3,000 COVID grant, he explained that Bisbee Pride was holding those funds on behalf of an organization that did not have a bank account or 501(c)(3) status at the time. He stated that only $200 had been requested and disbursed, and the remainder remains in Bisbee Pride's account awaiting further requests from the recipient organization. He asserted his track record with the Council and with Bisbee Pride should "parlay any concerns."

Councilmember Sowid noted that it had been brought to his attention that the board had not approved this event, but board president Kay Gojkovich came forward and confirmed that the Bisbee Coalition for the Homeless board did indeed approve the Ozomatli concert and had asked Mr. Garcia, given his experience with city licensing, to appear before the Council on their behalf.

Councilmember Schumacher noted that internal board governance matters were likely outside the Council's purview. Mayor Budge added that allegations of non-payment should be pursued through proper legal channels outside of the Council's jurisdiction, stating, "if somebody has complaints about somebody not getting paid, well, they should file action outside. It's not really our to do."

MOTION: Councilmember Cline moved to approve agenda item D.
SECOND: Councilmember Sowid MOTION PASSED: UNANIMOUSLY

E. Approval of the Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.

Councilmember Garcia noted that this item was more directly connected to Bisbee Pride, as the organization itself was listed as conducting business as Bisbee Pride for the Festival of Lights. She asked whether the Bisbee Pride board had specifically approved this item and whether board minutes were available. Mr. Garcia indicated he did not have the minutes with him but could provide them.

MOTION: Councilmember Garcia moved to table Item E until board minutes confirming approval can be provided.
SECOND: Councilmember Sowid MOTION PASSED: UNANIMOUSLY

G. Approval of a Special Event Liquor License Application submitted by Bisbee Forward for a Night of Art & Music: Supporting the Bisbee Arts Commission to be held at the Bisbee Stock Exchange located at 15 Brewery Avenue, Bisbee, AZ on Saturday, September 12, 2026, from 1:00pm to 10:00pm; Nicole France, Applicant.

Councilmember Garcia inquired why Bisbee Forward was receiving 100 percent of the proceeds from the event rather than splitting them with the Bisbee Arts Commission. Councilmember Schumacher, serving as liaison, explained that Bisbee Forward had agreed to turn all funds over to the Arts Commission after the event.

Mr. Estes, City Attorney, further clarified that for special event liquor license compliance, a certain percentage of proceeds must go to a nonprofit, and because the Bisbee Arts Commission was a city body and not a nonprofit, Bisbee Forward—as a qualifying organization—was listed as the recipient.

MOTION: Councilmember Garcia moved to approve agenda item G.
SECOND: Councilmember Sowid MOTION PASSED: UNANIMOUSLY

I. Approval of a Special Event Liquor License Application submitted by the Bisbee Coalition for the Homeless for an event to be held at the Warren Ballpark located at 99/77 Arizona Street, Bisbee, AZ on Saturday, November 7, 2026, from 11:00am to 7:00pm; Ramon Garcia, Applicant.

Councilmember Garcia stated that her earlier questions regarding the Bisbee Coalition for the Homeless had been sufficiently answered during the discussion of Item D, and she was satisfied to move forward.

MOTION: Councilmember Garcia moved to approve agenda item I.
SECOND: Councilmember Sowid MOTION PASSED: UNANIMOUSLY

OLD BUSINESS

3. Presentation from Arizona Water Company on the Water Conservation partnership with the City of Bisbee.
Ashlee Coronado, City Manager

Mayor Budge reported that the Arizona Water Company was still finalizing its presentation and had requested the item be tabled once more to the next regular session on September 15, 2026.

MOTION: Mayor Budge moved to table the Arizona Water Company presentation to the Regular Session of September 15, 2026.
SECOND: Councilmember Damon MOTION PASSED: UNANIMOUSLY

4. Discussion and Possible Approval of Ordinance O-26-19; Establishing a Tourism Marketing Advisory Committee and Defining its purpose, membership and duties.
Ashlee Coronado, City Manager

Mayor Budge explained that this was the second reading of Ordinance O-26-19, which, once adopted, will permanently establish the Tourism Marketing Advisory Committee after a 30-day waiting period.

MOTION: Mayor Budge moved to approve Ordinance O-26-19, establishing a Tourism Marketing Advisory Committee and defining its purpose, membership, and duties.
SECOND: Councilmember Damon

ROLL CALL VOTE:
AYES: Councilmember Schumacher, Priestley, Damon, Garcia, Sowid, Cline and Mayor Budge
NAYS: 0
MOTION PASSED: AYES-7 NAYS-0

NEW BUSINESS

5. Discussion and Possible Approval of Resolution R-26-22; Amending the Queen Mine Section of the City Fee Schedule.
Douglas Graeme, Queen Mine Tour Manager

Mr. Graeme presented the proposed fee schedule amendments, noting that it had been three to four years since prices were last adjusted and that cost increases are the primary driver. He indicated that the new pricing was developed after marketing research comparing comparable attractions, including the Tombstone Mine Tour and the Titan Missile Museum. Mayor Budge noted that the city maintains a resident discount and a reduced rate for school groups to ensure local children have access to the mine's history. A clarifying question was raised

regarding the school group tour pricing, and Mr. Graeme confirmed that the updated rate was $16 for teachers and $8 for students.

MOTION: Councilmember Garcia moved to approve Resolution R-26-22, Amending the Queen Mine Section of the City Fee Schedule.
SECOND: Councilmember Sowid MOTION PASSED: UNANIMOUSLY

6. Discussion and Possible Approval of Change Orders #27, 30, and 31 with Durazo Construction.
Mike Normand, Construction Project Manager Camp Naco

Councilmember Garcia recused herself from this item.

Mr. Normand presented three change orders with Durazo Construction related to the Camp Naco restoration project. He reported that Change Order #27 covers the addition of baseboard trim molding in Building A5 (the former Officers' Club), which was nearing completion. He noted that both Building A5 and the restroom building, both funded by a state grant, are being pushed for completion by the end of September. Change Orders #30 and #31 address the replacement of deteriorated roof decking discovered once roofers removed the old roofing material on multiple buildings—specifically, rotted boards and plywood sheeting damaged over years of roof leaks. The pricing for the porch areas was calculated per linear foot, and the main building roof sheeting was priced per four-by-eight sheet of OSB plywood.

MOTION: Councilmember Cline moved to approve Change Orders #27, #30, and #31 with Durazo Construction in the total amount of $17,968.25.
SECOND: Councilmember Sowid MOTION PASSED: UNANIMOUSLY

7. Discussion and Possible Approval of the Police Corporal Job Description.
Bridgette Kantner, Personnel Director

Ms. Kantner presented the Police Corporal Job Description on behalf of Police Chief Tim Cox. The new corporal positions are intended to strengthen the department’s chain of command by providing field leadership, mentoring, training, and assistance with report review and administrative duties. The positions will also provide consistent supervisory coverage seven days a week.

Mayor Budge expressed strong support for establishing a clear chain of command, noting the importance of having someone in charge of each shift.

Council clarified that the positions will not result in additional hires. Two existing officers will have the opportunity to apply for the corporal positions, with the pay increases falling within the existing budgeted salary range. Chief Cox confirmed the reclassification will have a “net cost zero” impact on the City’s budget and will not create vacancies requiring additional hires.

MOTION: Councilmember Cline moved to approve the Police Corporal Job Description for the Bisbee Police Department.
SECOND: Councilmember Damon MOTION PASSED: UNANIMOUSLY

8. Discussion and Possible Approval of the Acquisition of a 2026 Chevrolet Silverado 2500HD Utility Truck through a five-year municipal lease purchase agreement with GM Financial, with annual payments of $16,839.86.
Matthew Gurney. Public Works Director

Ms. Coronado, City Manager presented the request. The Streets Department was seeking approval to purchase a 2026 Chevrolet Silverado 2500HD utility truck, to be outfitted with a utility bed, ladder rack, and additional lighting. The new vehicle will replace a 2008 utility truck that was previously purchased from Cochise County

and already had significant mileage at the time of acquisition. The purchase was structured as a five-year annual lease with GM Financial, with the total cost over five years amounting to $84,195. The acquisition was anticipated in the department's budget.

Mayor Budge noted that a recently approved maintenance van was parked outside the building, visible through the back door, and would be put into service shortly, also featuring a ladder rack and secure tool storage.

Councilmember Priestley asked what would happen to the old truck, and Ms. Coronado confirmed it would go to auction.

MOTION: Councilmember Cline moved to approve the acquisition of a 2026 Chevrolet Silverado 2500HD Utility Truck through a five-year lease purchase agreement with GM Financial.
SECOND: Mayor Budge MOTION PASSED: UNANIMOUSLY

9. Discussion and Possible of the FAA FY2026 AIG Grant Agreement for the Reconstruction of Airfield Lighting at the Bisbee Municipal Airport.
Matthew Gurney. Public Works Director

Ms. Coronado, City Manager presented the FAA FY2026 Airport Infrastructure Grant (AIG) agreement. The grant award of $145,000 covers approximately 95 percent of eligible project costs, with the City responsible for approximately $7,600 of the local match. She clarified that this grant funds the design work for the airfield lighting reconstruction—not the installation of the lights themselves. Mayor Budge noted dryly, "Doesn't give us any lights, it just gives us the plan."

Councilmember Schumacher, serving as airport commission liaison, raised a concern familiar to FAA grant recipients: that some grants carry repayment obligations of 10 to 20 years if the airport were to be closed. She asked staff to confirm the specific term for this agreement. Ms. Coronado acknowledged she did not have that information immediately available and committed to following up.

Mayor Budge noted that a subsequent grant was already in progress that would cover the actual cost of lighting installation once the planning phase funded by this grant was complete, and that significant activity on the airport was currently underway. Ms. Coronado confirmed, "There's a lot of action with the airport happening right now."

MOTION: Councilmember Cline moved to approve the FAA FY2026 Airport Infrastructure Grant (AIG) Agreement, Grant No. 3-04-0004-018-2026, for the Bisbee Municipal Airport Airfield Lighting Reconstruction Project.
SECOND: Councilmember Sowid MOTION PASSED: UNANIMOUSLY

10. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-26-21, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 105 N. Taylor Avenue, Bisbee.
Ashlee Coronado, City Manager

Ms. Coronado explained that this was a home being deeded to the city as part of the workforce housing program, which allows the City to sell properties to first responders, teachers, city employees, and other qualified buyers. She noted the property was approximately three weeks from completion. She explained that TIMO Holdings LLC was the current owner who acquired the property and will be deeding it to the City.

MOTION: Councilmember Sowid moved to approve the Notice of Intent to Adopt Ordinance O-26-21, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 105 N. Taylor Avenue, Bisbee.
SECOND: Councilmember Damon

ROLL CALL VOTE:
AYES: Councilmember Schumacher, Priestley, Damon, Garcia, Sowid, Cline and Mayor Budge
NAYS: 0
MOTION PASSED: AYES-7 NAYS-0

11. Discussion and Possible Approval of the Notice of Intent to Adopt Ordinance O-26-22, Accepting the Transfer of Real Property from Southeast Arizona Renovations LLC, Located at 108 D Street, Bisbee.
Ashlee Coronado, City Manager

Ms. Coronado described this as another workforce housing property in a different location. She noted this property was further from completion—approximately one month out—but the city was proactively getting ahead of the formal transfer process

MOTION: Councilmember Damon moved to approve the Notice of Intent to Adopt Ordinance O-26-22, Accepting the Transfer of Real Property from Southeast Arizona Renovations LLC, Located at 108 D Street, Bisbee.
SECOND: Councilmember Sowid

ROLL CALL VOTE:
AYES: Councilmember Schumacher, Priestley, Damon, Garcia, Sowid, Cline and Mayor Budge
NAYS: 0
MOTION PASSED: AYES-7 NAYS-0

12. Discussion and Possible Approval of a Permanent Wall Easement and Party Wall Agreement with Pamela Heiman Revocable Trust for the real property commonly known as 28 Main Street and 30 Main Street.
Ashlee Coronado, City Manager

Mr. Estes, City Attorney, and Mayor Budge jointly presented this item. Mayor Budge recalled that the Main Street fire destroyed both 28 and 30 Main Street, properties that share a common wall. In order for 28 Main to proceed with reconstruction, the City determined it necessary to establish a legally recorded common wall easement identifying the rights and obligations of both property owners when performing work that may affect the shared wall. Mayor Budge noted that the City owns 30 Main, which was why Council approval was required, while the Pamela Heiman Revocable Trust owns 28 Main.

Councilmember Priestley asked whether party wall easements are common in Bisbee, given the prevalence of attached buildings on Main Street. Mr. Estes, City Attorney acknowledged there are likely many properties in Old Bisbee that lack such agreements but that, because 28 Main was starting fresh with reconstruction, documenting the arrangement properly was appropriate and ensures the easement was legally recorded and binding on both parties.

Councilmember Sowid asked whether Pamela Heiman would be constructing the wall and bearing the associated costs. It was confirmed that she was proceeding with reconstruction and was responsible for her side's costs, subject to the normal permitting and plan approval process. Mayor Budge also noted that once Cochise County approves the city's plans for 30 Main, the city can move forward with cleaning up its side of the wall—which would also help facilitate the eventual sale of 30 Main.

MOTION: Councilmember Cline moved to approve the Permanent Wall Easement and Party Wall Agreement with the Pamela Heiman Revocable Trust for the real property commonly known as 28 Main Street and 30 Main Street.
SECOND: Councilmember Sowid MOTION PASSED: UNANIMOUSLY

13. Discussion and Possible Approval to Remove from the Table the Previously Tabled Agenda Item Regarding Establishing a City Policy or Directive Concerning the Use of City-Owned or City-Controlled Property in Connection with Civil Immigration Enforcement, for Consideration at the Next Regularly Scheduled Council Meeting.

Terry Priestley, Councilmember Ward II

- Sharon Strauhan shared a personal experience with bullying and encouraged the Council to stand up to what she described as bullying by the current administration. She urged the Council to take action regarding ICE use of City property, emphasizing the issue's importance to Bisbee as a border community.
- Circles Robinson questioned why the Council had not revisited the ICE policy after Attorney General Chris Mayes issued an opinion finding a similar Tucson directive lawful. He urged the Council to bring the matter back for public discussion and a vote, stating that doing so would show respect for constituents.
- Richard Dohe focused on potential liability if an incident involving ICE were to occur on City property. He said a city directive would clarify that the city did not approve such actions and would demonstrate that the city was looking out for its residents.

Mayor Budge then turned the floor to Councilmember Priestley, in whose name the agenda item appeared. Councilmember Priestley was careful to state at the outset: "I want to make clear that this agenda item does not have anything to do with the merit of a policy or directive. This was strictly to untable it." He summarized the history of the matter in detail: the March 2026 citizen petition requesting an ordinance restricting ICE operations on city-owned property; the Council's April 7th vote to table the item unanimously pending an AG ruling; the May 2026 AG Mayes opinion finding that the proposed Tucson directive does not violate state or federal law; and the conclusion that, in his view, the condition under which the item was tabled had been satisfied, warranting its return to the agenda "for discussion and possible action."

Mayor Budge explained the procedural mechanics to the Council: under Robert's Rules of Order, a motion to remove an item from the table, if seconded, requires an immediate vote without further discussion

MOTION: Councilmember Priestley moved to remove from the table the previously tabled agenda item regarding Establishing a City Policy or Directive Concerning the Use of City-Owned or City-Controlled Property in Connection with Civil Immigration Enforcement, for consideration at the next regularly scheduled Council meeting.
SECOND: Councilmember Damon

ROLL CALL VOTE:
AYES: Councilmember Schumacher, Priestley, Damon, Garcia, Sowid, and Cline
NAYS: Mayor Budge
MOTION PASSED: AYES-6 NAYS-1

COUNCIL COMMENTS OR FUTURE AGENDA ITEM SUGGESTIONS: (Council members may suggest topics for future meeting agendas, but Council will not here discuss, deliberate, or take any action on these topics.):

- Councilmember Schumacher commented on upcoming Bisbee Arts Commission events: A garden party will be held on September 27th. A viewing of art submissions was scheduled for Saturday, September 12th from 6:00 to 8:00 PM at the Bisbee Stock Exchange. She encouraged residents to visit the Bisbee Arts Commission page for full details.

14. City Manager's Report:
    - Ms. Coronado reported that work with the Gordley Group on tourism and marketing was progressing well. The Gordley Group was developing a community survey that residents will soon begin to see, and was also planning its first stakeholder focus group meeting. City Manager Coronado noted that more information will be released as it becomes available.
    - Ms. Coronado announced that construction mobilization for the Lavender Pit Shared Use Path was underway, and that residents and visitors should expect to see an active construction zone in that area.
    - Ms. Coronado also announced that National Night Out was scheduled for September 24th at Vista Park, from 5:30 to 7:00 PM, where all local law enforcement agencies and the fire department will be in attendance. She encouraged residents to come out to meet their public safety teams, play games, and enjoy food, calling it "a great event every year."

Mayor Budge stated that with no further business before this Council this meeting was adjourned.

ADJOURNMENT: 8:31PM

_____
Ken Budge, Mayor

AGENDA ITEM NUMBER 2B

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒Regular ☐Special

DATE ACTION SUBMITTED: September 8, 2026

REGULAR ☐ **CONSENT** ☒

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and Possible Approval to purchase replacement bicycle racks for 3 buses.

FROM: Rene Lopez, Transit Manager

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve the purchase of replacement bicycle racks for all 3 current buses.

DISCUSSION:

The approval of this purchase would replace the current bicycle racks which are all in a state of disrepair; resulting in limited usability and damage to private property. In addition, these new racks support larger diameter bicycle tires such as those found on mountain/gravel bikes and ebikes; providing bus access to more of the population and takes into account the possibility of an influx in cyclists with the forthcoming "Bikeways Project".

These will be purchased under an ADOT Capital Expense line item which reimburses 80% of the cost.

FISCAL IMPACT: Total= $5,865.02 City Match: $1,173.02
ADOT Reimbursement: $4,692.00

DEPARTMENT LINE-ITEM ACCOUNT: 96-40-91500

BALANCE IN LINE ITEM IF APPROVED: $18,235.79

Prepared by: Rene Lopez, Transit Manager

Reviewed by: Ashlee Coronado, City Manager

Sales Order Acknowledgement

Sales Order ID: 140329

Customer Purchase Order ID: Quote 17684 and 17685

Sportworks Global LLC
13800 Fryelands Blvd
Ste 400
Monroe, WA 98272
425-483-7000 sales@sportworks.com

Bill To : City of Bisbee
118 Arizona Street
Bisbee, AZ 85603
United States of America

Customer ID: 8239
Order Date: 9/3/2026 1:51:35 PM
Acct. Contact:
Acct. Phone:
Currency Type : USD
Payment Terms: Pre-pay

Ship To : City of Bisbee
118 Arizona Street
Bisbee, AZ 85603
United States of America

Ship To Contact:
Ship To Contact Phone:
Ship To Contact Email:
Buyer: Rene Lopez
Buyer Phone: 520-645-0850
Buyer Email: rlopez@bisbeeaz.gov
Shipping Payment Terms: Prepay

Line	Item ID	Item Name	Ship Date	Req Qty	Unit Price	Extended Price
1	101082	Apex 2 Bike Rack, Stainless Steel, Anti-Glare Finish	12/31/2027	3	$1,242.00	$3,726.00
				Ship Method:	Expeditors	
2	101252	Pivot Plate Assembly, Apex 2, Includes Ford Mount Plate	12/31/2027	2	$488.00	$976.00
				Ship Method:	Expeditors	
3	101175	Pivot Plate Assembly, Apex 2, 14, 18 mounting	12/31/2027	1	$269.00	$269.00
				Ship Method:	Expeditors	

Total:	$4,971.00
Sales Tax:	$502.07
Estimated Ship Charges:	$391.95
Estimated Tax Freight:	0.00
Estimated Sales Order Total:	$5,865.02

Special Instructions: REC: Rene Lopez 520-645-0850 (cell)
520-432-6001 (phone)

SCHED: Ok to ship early

ACH / Wire Transfer Information:
ABA Routing Number: 123205054
Account Number: 8811160210
Bank Information: Umpqua Bank - 1110 112th Ave NE, Ste 200 - Bellevue, WA 98004
Email Remittance to: ar@sportworks.com

Thank you for your order. Please contact sales@sportworks.com if you have any questions or require further assistance.

AGENDA ITEM NUMBER 3

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: September 8, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☐ **OTHER** ☐

SUBJECT: Presentation from Arizona Water Company on the Water Conservation partnership with the City of Bisbee.

FROM: Ashlee Coronado, City Manager

RECOMMENDATION: Presentation Only

PROPOSED MOTION: Presentation Only

DISCUSSION:

FISCAL IMPACT: N/A

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Clerk

AGENDA ITEM NUMBER 4

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒Regular ☐Special

DATE ACTION SUBMITTED: September 8, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: **Discussion and Possible Approval of Ordinance O-26-21, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 105 N. Taylor Avenue, Bisbee.**

FROM: **Ashlee Coronado, City Manager**

RECOMMENDATION: **Approve Ordinance O-26-21**

PROPOSED MOTION: **I move that we approve Ordinance O-26-21, Accepting the Transfer of Real Property from TIMO Holdings LLC, Located at 105 N. Taylor Avenue, Bisbee.**

DISCUSSION:

TIMO Holdings, LLC wishes to transfer ownership of the property located at 105 N Taylor Avenue, Bisbee, to the City of Bisbee.

The City of Bisbee would acquire the real property for the purpose of community development activity.

FISCAL IMPACT: **$TBD**

DEPARTMENT LINE-ITEM ACCOUNT: **Multiple Impacts**

BALANCE IN LINE ITEM IF APPROVED: **N/A**

Prepared by: Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Manager

ORDINANCE O-26-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING THE ACCEPTANCE OF A TRANSFER OF REAL PROPERTY LOCATED AT 105 N TAYLOR AVE, FROM TIMO HOLDINGS, LLC TO THE CITY OF BISBEE

WHEREAS, the City is authorized to acquire property, or interests in such property, as its best interests may require by ordinance, pursuant to Sections 1.03(b) and 7.05 (h) of the Bisbee City Charter; and

WHEREAS, TIMO Holdings, LLC has offered to convey to the City of Bisbee a parcel of real property owned by TIMO Holdings, LLC to be used for the purpose of community development activity; and

WHEREAS, this property within the City of Bisbee, AZ, may prove to be useful community development activity in the future; and

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to accept this property as offered; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AS FOLLOWS:

That an execution of transfer by Special Warranty Deed for the property described in the attached Exhibit A and B is hereby approved and the City Clerk is authorized to record such deed with the Cochise County Recorder on behalf of the City of Bisbee.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2026.

APPROVED:

_____
Ken Budge, Mayor

ATTEST:

_____
Nina Williams, Deputy City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Estes, City Attorney
Pierce Coleman, PLLC

EXHIBIT A
PROPERTY DESCRIPTION
Parcel 102-16-120C, aka 105 N. Taylor, Bisbee, AZ

That portion of Lots 19, 20, 21 and 22 of the "Park Block" of Hedberg Townsite, according to Book 3 of Maps, page 83, in Section 28, Township 23 South, Range 24 East of the Gila and Salt River Meridian in Cochise County, Arizona, being more particularly described as follows;

Commencing at the Northwesterly corner of said Lot# 22, "Park Block", identical with the Northeasterly corner of Lot# 23, said corner being on the Southerly line of First Street;

Thence North 67° 00' 10" East coincident with the Southerly line of First Street and the Northerly line Lot# 22, a distance of 100.00 feet to the **Point of Beginning;**

Thence continuing North 67° 00' 10" East coincident with the Southerly line of First Street and the Northerly line Lot# 22, a distance of 50.00 feet to the intersection of the Southerly line of First Street with the Westerly line of Taylor Avenue;;

Thence South 22° 59' 50" East coincident with the Westerly line of Taylor Avenue a distance of 100.00 feet to the Southeasterly corner of Lot 19;

Thence South 67° 00' 10" West coincident with the Southerly line of said Lot 19 a distance of 50.00 feet;

Thence North 22° 59' 50" West a distance of 100.00 feet to a point on the Southerly line of First Street and the **Point of Beginning.**

Subject to an easement over the Southerly 12.00 feet of Lot 19 ("Park Block") identical with the Southerly 12.00 feet of Parcel "C" of the herein described parcel for ingress, egress and utilities.

Subject to any and all prior easements, rights-of-way, covenants, restrictions and encumbrances of record or not of record that may otherwise legally exist.

EXHIBIT B
ADDITONAL EASEMENT DESCRIPTION

A 6.00 ft. by 20.00 ft. parcel for additional easement over that portion of Parcel "C", being in Lot 19, of the "Park Block" of Hedberg Townsite, according to Book 3 of Maps, page 83, in Section 28, Township 23 South, Range 24 East of the Gila and Salt River Meridian in Cochise County, Arizona, being more particularly described as follows;

Commencing at the Southeasterly corner of said Parcel "C", on the Westerly right-of-way line of Taylor Avenue;

Thence North 22° 59' 50" West coincident with the Westerly line of Taylor Avenue a distance of
12.00 feet to the **Point of Beginning;**

Thence South 67° 00' 10" West a distance of 20.00 feet;

Thence North 22° 59' 50" West a distance of 6.00 feet;

Thence North 67° 00' 10" East a distance of 20.00 feet to a point on the Westerly line of Taylor Avenue;

Thence South 22° 59' 50" East a distance of 6.00 feet to the **Point of Beginning.**

Subject to any and all prior easements, rights-of-way, covenants, restrictions and encumbrances of record or not of record that may otherwise legally exist.

AGENDA ITEM NUMBER 5

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒Regular ☐Special

DATE ACTION SUBMITTED: September 8, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: **Discussion and Possible Approval of Ordinance O-26-22, Accepting the Transfer of Real Property from Southeast Arizona Renovations LLC, Located at 108 D Street, Bisbee.**

FROM: **Ashlee Coronado, City Manager**

RECOMMENDATION: **Approve Ordinance O-26-22**

PROPOSED MOTION: **I move that we approve Ordinance O-26-22, Accepting the Transfer of Real Property from Southeast Arizona Renovations LLC, Located at 108 D Street, Bisbee.**

DISCUSSION:

Southeast Arizona Renovations LLC wishes to transfer ownership of the property located at 108 D Street, Bisbee, to the City of Bisbee.

The City of Bisbee would acquire the real property for the purpose of community development activity.

FISCAL IMPACT: **$TBD**

DEPARTMENT LINE-ITEM ACCOUNT: **Multiple Impacts**

BALANCE IN LINE ITEM IF APPROVED: **N/A**

Prepared by: Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Manager

ORDINANCE O-26-22

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AUTHORIZING THE ACCEPTANCE OF A TRANSFER OF REAL PROPERTY LOCATED AT 108 D. STREET, FROM SOUTHEAST ARIZONA RENOVATIONS LLC TO THE CITY OF BISBEE

WHEREAS, the City is authorized to acquire property, or interests in such property, as its best interests may require by ordinance, pursuant to Sections 1.03(b) and 7.05 (h) of the Bisbee City Charter; and

WHEREAS, Southeast Renovations LLC has offered to convey to the City of Bisbee a parcel of real property owned by Southeast Renovations LLC to be used for the purpose of community development activity; and

WHEREAS, this property within the City of Bisbee, AZ, may prove to be useful community development activity in the future; and

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to accept this property as offered; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BISBEE, COUNTY OF COCHISE, STATE OF ARIZONA, AS FOLLOWS:

That an execution of transfer by Special Warranty Deed for the property described in the attached Exhibit A is hereby approved and the City Clerk is authorized to record such deed with the Cochise County Recorder on behalf of the City of Bisbee.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Bisbee on this _____ day of _____, 2026.

APPROVED:

_____
Ken Budge, Mayor

ATTEST:

_____
Nina Williams, Deputy City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Estes, City Attorney
Pierce Coleman, PLLC

EXHIBIT A
PROPERTY DESCRIPTION
108 D Street, Bisbee, AZ

Saginaw Lot 108 BLK 5

AGENDA ITEM NUMBER 6

REQUEST FOR MAYOR & COUNCIL ACTION
Session of: September 15, 2026

☒Regular ☐Special

DATE ACTION SUBMITTED: September 8, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and Possible Action to establish a policy, or directive, for the City of Bisbee that all real property belonging to, or subject to the control of, the City of Bisbee shall only be used for authorized City purposes and shall not be used as or in connection with a staging area, processing location, or operations base for unauthorized civil law enforcement actions, including civil immigration enforcement.

FROM: Karen Schumacher, Councilmember Ward I

RECOMMENDATION: Approve

PROPOSED MOTION: I move to direct staff to establish a policy, or directive, for the City of Bisbee that all real property belonging to, or subject to the control of, the City of Bisbee shall only be used for authorized City purposes and shall not be used as or in connection with a staging area, processing location, or operations base for unauthorized civil law enforcement actions, including civil immigration enforcement.

DISCUSSION:

FISCAL IMPACT:

DEPARTMENT LINE-ITEM ACCOUNT:

BALANCE IN LINE ITEM IF APPROVED:

Prepared by: K. Schumacher
Karen Schumacher,
Councilmember Ward I

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Manager

Appendix 2

ADMINISTRATIVE DIRECTIVE

USE OF CITY PROPERTY FOR CIVIL LAW ENFORCEMENT	NUMBER	PAGE
	EFFECTIVE DATE	

ADMINISTRATIVE DIRECTIVE

I. PURPOSE

This Directive is intended to provide clear direction, pursuant to the Charter and other legal authority, as to use of City property for civil law enforcement purposes.

II. POLICY

Real and personal property belonging to, or subject to the control of, the City shall only be used for authorized City purposes and shall not be used as or in connection with a staging area, processing location, or operations base for unauthorized civil law enforcement actions, including civil immigration enforcement.

III. DEFINITIONS

Staging Area – an area used to assemble, mobilize, or deploy vehicles, equipment or materials, and related personnel, in a manner that is outside of regular business hours or purposes, or that disrupts or impedes its use for City purposes.

IV. RESPONSIBILITIES

To ensure that City spaces remain accessible and available for City purposes and their intended public uses, City departments are directed to work with City leadership to identify and, where possible, control access to real and personal property that has been used, or is likely to be used, for unauthorized purposes, including unauthorized civil law enforcement or civil immigration enforcement.

A. DEPARTMENT RESPONSIBILITIES

1. Each City department shall identify and catalog any City parcels or other real property ("Controlled City Property") within its control that may be subject to or have been subject to unauthorized use, including for unauthorized civil law enforcement or unauthorized civil immigration purposes. City Right of Way (ROW), including publicly accessible streets and/or sidewalks, is not Controlled City Property.

2. Upon identification of Controlled City Property, each department shall then identify locations and number of signs necessary ("Signage Plan") to post clear signage at each identified location, stating the following: **THIS PROPERTY IS OWNED AND/OR CONTROLLED BY THE CITY OF TUCSON. USE FOR ANY OTHER PURPOSE, INCLUDING CIVIL LAW ENFORCEMENT, CIVIL IMMIGRATION ENFORCEMENT, AS A STAGING AREA, PROCESSING LOCATION OR**

OPERATIONS BASE IS NOT PERMITTED WITHOUT PRIOR WRITTEN AUTHORIZATION.

3. City departments shall also identify, where possible, means of controlling access ("Access Control Plan") to Controlled City Property, outside of regular business hours or when not in use for its intended purpose.

4. Each department shall keep and provide to the City Manager's Office, or their designee, an updated list of Controlled City Property, its Signage Plan and Access Control Plan for approval.

5. Upon approval of each department's Signage Plan and Access Control Plan by the City Manager or their designee, the department shall implement the Signage Plan and Access Control Plan and clearly communicate both to departmental employees. City departments should also designate a departmental point of contact (POC) to receive and provide notifications of unauthorized use of Controlled City Property. The department POC will receive notifications of unauthorized use from staff and communicate them to the City Manager's Office as well as the City Attorney's Office for further action.

B. CITY LEADERSHIP RESPONSIBILITIES

1. The City Manager, or their designee, shall be responsible for approving each department's Signage Plan, Access Control Plan and related expenditures before implementation.

2. The City Manager may authorize additional uses of Controlled City Property as necessary and consistent with the intended purpose of the property and this Directive.

3. The City Manager shall approve or deny any requests from local, state or federal law enforcement agencies to engage in civil law enforcement of any kind on Controlled City Property consistent with this Directive and the recommendation of the Chief of Police of the Tucson Police Department ("Police Chief"). The Police Chief shall serve as the central contact for local, state or federal law enforcement agencies making such requests. For each request, the Police Chief shall gather enough information to determine the impact of any proposed operation on City property and its use and shall make a recommendation as to whether to grant the request. No such request shall be required for the service of a lawful judicial warrant or where exigent circumstances objectively exist.

C. EMPLOYEE RESPONSIBILITIES

CITY OF TUCSON

Appendix 2

ADMINISTRATIVE DIRECTIVE

USE OF CITY PROPERTY FOR CIVIL LAW ENFORCEMENT	NUMBER	PAGE
	EFFECTIVE DATE	

1. **Reporting:** City employees who become aware of the unauthorized use of Controlled City Property should contact their department POC or immediate supervisor and Director if no other department POC has been selected. To the extent possible, the reporting employee should report and/or document: 1) the location; 2) agency(ies) involved; 3) physical descriptions and number of unauthorized users; and 4) the activities engaged in.

2. Consistent with other City policies, employees are not authorized to engage, obstruct or impede unauthorized users engaged in civil law enforcement without further direction from the City Manager or their designee.

D. EXCEPTION

1. This Directive is not intended to restrict or interfere with the execution of lawful judicial warrants or the enforcement of criminal law, nor does it limit the rights of any person or entity under local, state or federal law.

DRAFT

Appendices None

References None

Review Responsibility and Frequency The City Manager's Office, in consultation with the City Attorney shall review this Directive annually, based on date of publication. Last review date: _____.

Authorized

_____ _____

City Manager Date

Timothy M. Thomure, P.E., ENV SP

Appendix 2

ADMINISTRATIVE DIRECTIVE

USE OF CITY PROPERTY FOR CIVIL LAW ENFORCEMENT	NUMBER	PAGE
	EFFECTIVE DATE	

DRAFT

AGENDA ITEM NUMBER 7

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: September 8, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and Possible Approval of the Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.

FROM: Nina Williams, Acting City Clerk

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.

DISCUSSION:

Rainbow Alliance of Southeastern AZ (dba Bisbee Pride Inc.) has submitted a Park, Facility, and Right-of-Way Use Permit for the use of Lower Vista Park for the 36th Annual Festival of Lights on Friday, November 27, 2026, from 8:00am to 10:00pm with possible waiver of fees.

Refundable Deposit of $50.00 and vendor fees not waived.

FISCAL IMPACT: $451.14 (waiver of fees requested)

DEPARTMENT LINE-ITEM ACCOUNT: 10-34-10880

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Nina Williams
Nina Williams,
Acting City Clerk

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Manager

RECEIVED

AUG 19 2026

City Clerk's Office
City of Bisbee

Public Works / Park & Recreations Department
118 Arizona Street -Bisbee, AZ 85603-(520) 432-6002
LValdez@BisbeeAZ.gov

PERMIT NO: 53-26

City of Bisbee Park, Facility and Right-of-Way Use Permit
Special Event License Application

This application must be returned to the Public Works Department no less than 45 days before the scheduled event. Application will NOT be considered without required paperwork.

APPLICANT INFORMATION:

Date: August 18, 2026

Name and Title (If Applicable): Ramon M Garcia, President & CEO

Organization Name (If Applicable): Rainbow Alliance of Southeastern AZ (dba Bisbee Pride, Inc.)

Applicant or Organization Mailing Address [redacted]

Phone: Contact Name and Phone # during event: [redacted]

Email Address [redacted]

☒ **Insurance: Events held on City Property are required to include a certificate of insurance of one million dollars ($1,000,000) minimum for high risk functions and appropriate endorsements naming the City of Bisbee as additional insured. Applicant's policy is primary.**

EVENT INFORMATION:

Event Name: Festival of Lights	Expected Attendance: 300+	
Event Date(s): 11/27/26	Start Time: 8:00 am	End Time: 10:00 pm

Event Location and Address: Lower Vista Park

Will you be serving food? Yes ☒ / No ☐ If yes, a copy of the Cochise County Health Department Certificate **MUST** accompany this application otherwise this permit will not be accepted

Description of Event and Activities (If more space is needed attach a separate sheet):

The 35th Annual Festival of Lights will be held with vendors at Lower Vista Park. aiver of fees requested.

SERVICES REQUESTED FROM THE CITY OF BISBEE:

☒ General Electricity Access (City, Lower Vista & Grassy Parks Only) **$25.00**

☐ Band Shell (City Park) **$75.00**

☒ Generators are PERMITTED... All Jumping Castles must have insurance and generators

☐ Beer Permit (Non-Commercial permits only) **$25.00**

☐ Police: Escorts, Security, Road Closures, Redirecting of Traffic: **$40.00 per day per vehicle+ Employee OT Rate and ERE's**

■ Parks/ Public Works Personnel **$30.00/ hr. per person** x 3 per Parks Staff.
☐ Water Access- Parks **$25.00**
■ No Parking Signs, access to facility/ band shell/ restrooms etc. **$5.00 per sign Note: Road Closed Signs/ Barriers must be supplied by Applicant.** x 5
☐ Operations Plans **$100 minimim (personnel hours including ERE's)**
CONDITIONS APPLICANT MUST MEET THAT ARE REQUIRED BY THE CITY OF BISBEE :
☐ **$25.00 non-commercial or** ☒ **$120.00 commercial permit fee paid before permit is processed.**
■ **$50.00 refundable deposit paid before permit is processed (if a check is issued, must be "Written separately from other charges) This deposit will be refunded at the completion of the event, provided that the facility has been left in the same, or better, condition as it was at the start of the event. The City will deduct from this deposit any expenses that may be incurred for cleaning or repairing the facility following the event prior to refunding any remaining balance.**
☐ **Business License/ Special Event License fee of $41.14 must be paid before permit is processed- where there is a promotor sub-letting booth space to vendors, the promotor will pay a fee of $41.14 and $6.24 per vendor per day (must be submitted prior to the event). The promotor is required to supply a list of vendors which describes the items or service the vendor will be selling and pay all applicable fees prior to the event. Sales tax on all items sold at the City rate will be collected by the City for all sales made by the promotor and all vendors via their State tax forms.**
■ **County Health Department Food Permit must be attached If serving food or having food vendors. Health Department can be contacted at 520-432-9400 for more information (This is not a food handler's certificate).**
☐ **Special Event Liquor License Application submitted to the City Clerk's office – required in order to serve or sell liquor from the State of Arizona (Department of Liquor Licenses & Control, Phoenix Office). The Sale of or consumption of alcohol beverages must be approved by the City Council.**
☐ **Copy of flyers or promotional material associated with this event.**
NOTES: **1.) THERE IS NO WATER USAGE AT ANY PARK AT ANY TIME.** 2.) **NO PARTY OF MORE THAN 50 PEOPLE, MAY NOT TAKE PLACE WITHOUT THE APPROPRIATE PERMITS.**
TOTAL FEES: **TOTAL ADDED FEES:** **TOTAL SUBMITTED:**
SPECIAL EVENT PERMIT AGREEMENT AND ACKNOWLEDGEMNENT
Applicant shall indemnify, defend, save and hold harmless the City of Bisbee and its officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) 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 Applicant or any of its owners, officers, directors, agents, employees, subcontractors or invitees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Applicant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Applicant from and against any and all claims. It is agreed that Applicant will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration of permission to hold the event, Applicant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising out of or resulting from the event. The City reserves the right to refuse installation of amusements or facilities that violate safety regulations. If Applicant is acting on behalf of an organization, Applicant certifies that he/she is an authorized officer of the Applicant or the agent of the organization, is

#53-26

acting on the organization's behalf, and is duly authorized to execute this Agreement and Acknowledgement on the organization's behalf. Applicant further certifies that he/she has read and understands all the terms of this Agreement and Acknowledgement, agrees that the Applicant shall be bound by its terms and conditions, and is of lawful age and legally competent to sign this Agreement and Acknowledgement. The City's issuance of a special event permit shall constitute a written agreement or contract between the City and Applicant for purposes of insurance requirements. Applicant agrees to the payment of all non-refundable and refundable fees specified in this document unless otherwise authorized by the Public Works Department. Applicant further acknowledges that depending upon the nature and location of the Applicant's special event, additional permits may be required. The City reserves the right to withhold clean/damage deposits depending on the condition of the facility when the permit expires.

PERMIT HOLDER INITIALS RMG DATE: 08/18/2026

FOR CITY USE ONLY

Police Department Approval ☑ Yes ☐ No Initials Jay Ritchie (Aug 20, 2026 09:38:51 PDT) Date 08/20/26

Remarks

Public Works Approval ☑ Yes ☐ No Initials Matthew Gurney Date 08/20/26

Remarks

Fire Department Approval ☑ Yes ☐ No Initials Kevin Pacheco (Aug 21, 2026 09:48:49 PDT) Date 08/21/26

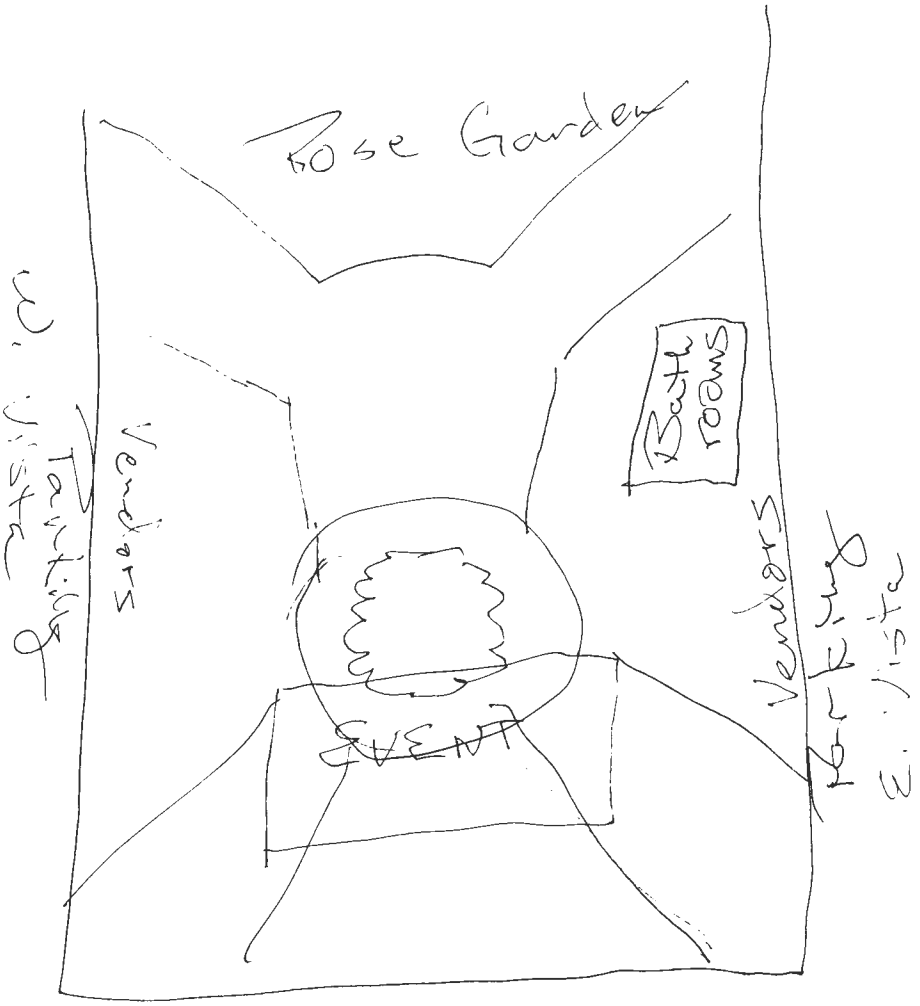
Remarks

COUNCIL ACTION: Approve ☐ Deny ☐ Mayor's Signature _____ Date _____

With conditions as noted:

Jim Richardson (Aug 24, 2026 09:30:43 PDT)

Julie Delk (Aug 24, 2026 09:50:38 PDT)



Need 5 parking spaces on each side

NOTE:
SHOW DIMENSIONS, SERVING AREAS, AND LABEL TYPE OF ENCLOSURE AND SECURITY POSITIONS.
SHOW NEAREST CROSS STREETS, HIGHWAY, OR ROAD IF LOCATION DOESN'T HAVE AN ADDRESS.

PARK, FACILITY AND SPECIAL EVENT FEES

☑	SPECIAL EVENT PROMOTER (PER-DAY)	$41.14
☑	SPECIAL EVENT VENDOR (PER-DAY)	$6.24
☑	POLICE OFFICER / PERSONNEL / POLICE UNIT	$40.00 per day, per vehicle +employee OT rate and ERE's
☐	PERMIT FEE NON-COMMERCIAL	$25.00
☐	PERMIT FEE COMMERCIAL	$120.00
☑	REFUNDABLE DEPOSIT	$50.00
☐	BEER PERMIT NON-COMMERCIAL ONLY	$25.00
☐	WATER ACCESS-PARKS	$25.00
☑	ELECTRICITY ACCESS- PARKS	$25.00
☐	ELECTRICITY ACCESS BANDSHELL (CITY PARK)	$75.00
☐	PARKS-PUBLIC WORKS PERSONNEL	$30.00/HR. PER PERSON
☑	DUMPSTER 1 DAY	$150.00 EACH
☐	DUMPSTER PICK UP AFTER HOURS	$125.00 EACH
☐	DUMPSTER PICK UP HOLIDAY & WEEKENDS	$125.00 EACH
☐	TRASH CART RENTAL	$25.00 EACH
☑	"NO PARKING" SIGNS	$5.00 PER SIGN x 5
☐	OPERATIONS PLAN	$100 MINIMUM (PERSONNEL HOURS INCLUDING ERE'S)
☐	POOL RENTAL	$30.00/PER HR, 2 HR MINIMUM
☐	POOL BUILDING RENTAL	$100.00
☐	LIFEGUARD	$30.00/ PER HR EMPLOYEE, 2 GUARD MINIMUM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2026

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 have ADDITIONAL INSURED provisions or 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

The Rabey Agency
954 Hwy 92
Bisbee, AZ 85603

CONTACT NAME: Tina Rabey
PHONE (A/C, No, Ext): 520-432-3457 FAX (A/C, No):
E-MAIL ADDRESS: trabey@therabeyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Co's	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Bisbee Pride
105 Park Ave
Bisbee, AZ 85603

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
				EV116823	12/07/2025	12/07/2026	MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Festival of Lights - Vista Park, vendors, kids activities, santa

CERTIFICATE HOLDER

City of Bisbee
118 Arizona St
Bisbee, AZ 85603

CANCELLATION

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

Ernestina Rabey

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FESTIVAL OF LIGHTS
FEE SCHEDULE
November 27,2026

(Permit #53-26)

Permit Fee	$ 120.00	
Parks Personnel ($30/hr) x 3	$ 90.00	
Electricity	$ 25.00	
"No Parking" Signs ($5.00 x 5 ea) (3 by Bathrooms and 2 Across)	$ 25.00	
Special Event License	$ 41.14	
Dumpster	$150.00	
TOTAL		$ 451.14
Deposit (Refundable)	$ 50.00	
GRAND TOTAL		$ 501.14

VENDOR FEES TO BE PAID TO CITY AFTER EVENT $6.24/VENDOR. (NOT TO BE WAIVED)

DEPOSIT AND VENDOR FEES NOT TO BE WAIVED.

Request Waiver of Fees

Bisbee Pride, Inc.

(Special Executive Board Meeting Minutes: August 20, 2026)

Board Members:
Present: Ramon Garcia, President & CEO; Lisa Crochet, Vice-President; Parviz Rey Barati, Treasurer; Jessica Perez, Secretary (acting)

Quorum present? Yes

Proceedings:
· Meeting called to order at 5:05pm by President, Ramon Garcia.

Discussion and action on 2026 Festival of Lights, Date for this year's FOL is November 27, 2026. Discussion of potential activities, Discussion of Santa Claus invite, Discussion of pros and cons of venue, Discussion and approval of permit application to the City. Discussion and approval of sponsorship requests. Discussion of times and schedule.

Meeting adjourned by Ramon at 6:15p.m.

Minutes submitted by Rey Barati.

AGENDA ITEM NUMBER 8

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: September 3, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and Possible Approval of the Adoption of the City's 2026-2027 Title VI Plan.

FROM: Rene Lopez, Transit Manager

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the City's 2026-2027 Title VI Plan as revised.

DISCUSSION:

The City of Bisbee, as a recipient of Federal funds, and in particular, as a recipient of FTA funding must comply with federal and state regulations in order to become and remain in compliance with federal and state laws. Federal regulations require that the City have a Title VI Plan approved by Council and AZDOT. Changes to the plan reflect changes at FTA and AZDOT.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Rene Lopez,
Transit Manager

Reviewed by: Ashlee Coronado,
City Manager

Title VI

CITY OF BISBEE/BISBEE BUS

2026-2027



Title VI Contact: Matthew Gurney, Public Works Director
Title VI Contact Phone: 520-432-6002 /6262
Title VI Contact Email: mgurney@bisbeeaz.gov
TTY Number (If applicable): 711
Alternate Language Phone: 520-432-6002ext 123
Address: 118 Arizona Street, Bisbee AZ 85603
Web Address: www.bisbeeaz.gov
Para Información en Español: Rene Lopez-Transit Manager

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APPENDIX A - SERVICE STANDARDS

Executive Summary

Since 1998, the City of Bisbee, a rural, former mining town, has operated its transit system thanks to federal financial assistance from the 5311 Grant and the Southeastern Governments Organization.

There was a time when the town boomed with copper, silver and gold mining. When the ore ran out and mining ceased in 1975, the population dwindled.

Later artists and entrepreneurs with came with their dreams and bought the homes vacated in Old Bisbee and Warren for a song. The town has been singing ever since. The population grew going from a forlorn ghost town, to a place where individuality is welcome and families can still let their children outside to play.

Now, those 20-somethings who came in the 1970s, are in need of the service the Bisbee Bus provides, illustrating why these funds are so essential to Bisbee, The Bisbee Bus needs to continue to assist our elderly and disabled population, so they may get out, socialize and still enjoy life. Accordingly, the Bisbee Bus provides free fares for people over 60, who provide the proper photo identifications and proof of residency. For the disabled, an award letter from the Social Security Administration, acknowledging a disability, a photo ID, and a bill with their home address permits them free passes to get around town. Workers also depend on the service to reach jobs, and those who wish to use their cars less, helping to conserve the environment also rely on the Bisbee Bus.

Currently, we have two drivers on a single route that include service to the unincorporated town of Naco, AZ, which is 8.5 miles away along the border of Naco, Sonora. This additional leg provides a way for people living in Naco, Arizona, and Naco, Sonora to reach services not found in the border community. These include jobs, medical services, shopping, and meeting with friends and family.

The routes primarily connect the many neighborhoods of Bisbee allowing riders to get to school, work and shopping, as well as the opportunity for socialization along the way. There is a warm comradery that has developed over the years between the riding public and the drivers. This adds a sense of place in a community for those who would have no public interactions otherwise.

The Bisbee Bus offers a 24-hour in advance request system which offers riders door to door service for service up to a half mile from the fixed route. These requests are handled by the dispatcher of our contracted operational partner, the City of Douglas with a limit of two deviations per hour. This system proves to be effective and efficient, as the drivers are able to pick up these passengers and remain within a few minutes of the schedule. Service to the Cochise County Jail is a deviation for released inmates that connects them to the Cochise Connection stops in Sierra Vista and Douglas.

The Bisbee Bus service provided 28,452 riders in the federal fiscal year 2025. An increase of 7% over the previous year.

The Bisbee Bus fleet is composed of three buses; one a 2018, one a 2021, and one a 2023. Each has a wheelchair lift and each has 16 seats including 2 wheelchair securements. An additional 14 passenger bus has been awarded and one more applied for (award expected in 2026) Additionally, there are 11 bus shelters across the system. Nine additional shelters have been applied for.

The City of Douglas handles the operations, excluding preventative maintenance of the buses. Douglas provides the drivers, dispatchers and data collection of the passengers.

The Transit Manager works closely with the Douglas Transit Manager, Finance Director, Mechanic and staff to be sure the buses are running as they should and the drivers are providing the proper care to assist with those on walkers and in wheelchairs. The Douglas Transit Manager ensures that the drivers are screened, tested and trained on all the facets of the bus and their jobs. Complaints and compliments are always addressed as quickly as possible and noted in a file. Bus passes are applied for in Bisbee and Douglas produces them to be compatible with their rider management software.

What type of program fund(s) did you apply for?

☐ 5310
☒ 5311
☐ Other (please explain) _____

Type of Funding Requests? (Check all that apply)

☒ Vehicle Funds
☒ Operating Funds
☒ Other (please explain) Capital and Administration Funds_____
_____

Is your agency receiving direct funds from FTA?

☐If yes, please attach a copy of your FTA letter of approval of Title VI Plan.

☒No

Non Discrimination Notice to the Public

Notifying the Public of Rights Under Title VI and ADA

CITY OF BISBEE/BISBEE BUS

City of Bisbee/Bisbee Bus operates its programs and services without regard to race, color, national origin, or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Bisbee/Bisbee Bus.

For more information on the City of Bisbee/Bisbee Bus agenda's civil rights program, and the procedures to file a complaint, contact Matthew Gurney, Public Works Director/ Transit Manager 520-432-6002 /6262, (TTY 711); email mgurney@bisbeeaz.gov; or visit our administrative office at 118 Arizona Street, Bisbee AZ 85603. For more information, visit www.bisbeeaz.gov.

Complaints may be filed directly with the Arizona Department of Transportation (ADOT) Civil Rights Office. ATTN: Title VI Program Coordinator 1801 W. Jefferson Street MD 154A Suite 101 Phoenix AZ, 85007 602-712-8946 or with the Federal Transit Administration (FTA). ATTN: Title VI Program Coordinator, 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact 520-432-6002. *Para informacion en Español llame: Lorena Valdez, PW Admin Assistant

Aviso Publico Sobre los Derechos Bajo el Titulo VI Y ADA

Aviso Público Sobre los Derechos Bajo el Título VI Y ADA City of Bisbee/Bisbee Bus

City of Bisbee/Bisbee Bus *(y sus subcontratistas, si cualquiera)* asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán proveídos sin consideración a su raza, color, país de origen, o discapacidad.

Para obtener más información sobre el programa de Derechos Civiles de City of Bisbee/Bisbee Bus, y los procedimientos para presentar una queja, contacte a Matthew Gurney, Public Works Director/ Transit Manager 520-432-6002 /6262, (TTY 711); o visite nuestra oficina administrativa en 118 Arizona Street, Bisbee AZ 85603. Para obtener más información, visite www.bisbeeaz.gov

Una queja puede ser presentada con la oficina de Derechos Civiles del Departamento de Transporte de Arizona (ADOT). Atención: Title VI Program Manager, 1801 W. Jefferson St. MD 154A Phoenix AZ, 85007 o con la Administración Federal de Transporte (FTA). Atención: Title VI Coordinator, 1200 New Jersey Ave., SE Washington DC 20590.

The above notice is posted in the following locations: City Hall, garage, buses, the library and several businesses. This notice is also posted on line at **www.bisbeeaz.gov**

Non Discrimination ADA/Title VI Complaint Procedures

These procedures provide guidance for all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) as they relate to any program or activity that is administered by City of Bisbee/Bisbee Bus including consultants, contractors and vendors. Intimidation or retaliation as a result of a complaint is prohibited by law. In addition to these procedures, complainants reserve the right to file a formal complaint with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints at the lowest possible level.

(1) Any person who believes he and/or she has been discriminated against on the basis of race, color, national origin, or disability may file a Discrimination complaint by completing and submitting the agency's Title VI Complaint Form.

(2) Formal complaints must be filed within 180 calendar days of the last date of the alleged act of discrimination or the date when the alleged discrimination became known to the complainant(s), or where there has been a continuing course of conduct, the date on which the conduct was discontinued or the latest instance of the conduct.

(3) Complaints must be in writing and signed by the complainant(s) and must include the complainant(s) name, address and phone number. The ADA/Title VI contact person will assist the complainant with documenting the issues if necessary.

(4) Allegations received by fax or e-mail will be acknowledged and processed, once the identity of the complainant(s) and the intent to proceed with the complaint have been established. For this, the complainant is required to mail a signed, original copy of the fax or email transmittal for the complaint to be processed.

(5) Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign and return for processing.

(6) Once submitted City of Bisbee/Bisbee Bus will review the complaint form to determine jurisdiction. All Complaints will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the City of Bisbee/Bisbee Bus along with the City of Douglas, contractor, or submitted to the State or Federal authority for guidance.

City of Bisbee/Bisbee Bus along with contractor, City of Douglas, will investigate Discrimination complaints against its sub recipients; all other Discrimination complaints filed against City of Bisbee/Bisbee Bus will be investigated by the Arizona Department of Transportation.

(7) **City of Bisbee/Bisbee Bus** will notify the ADOT Civil Rights Office of ALL Discrimination complaints within 72 hours via telephone at 602-712-8946; or email at civilrightsoffice@azdot.gov.

(8) **City of Bisbee/Bisbee Bus** has ten (10) business days to investigate the complaint. If more information is needed to resolve the case, the Authority may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, the Authority can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

(9) After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Discrimination violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

(10) A copy of either the closure letter or LOF must be also be submitted to ADOT within **72** hours of that decision. Letters may be submitted by hardcopy or email.

(11) A complainant dissatisfied with City of Bisbee/Bisbee Bus decision may file a complaint with the Arizona Department of Transportation **(ADOT)** or the Federal Transit Administration **(FTA)** offices of Civil Rights: **ADOT:** ATTN ADA/Title VI Program Coordinator 1801 W. Jefferson MD 154A Suite 101 Phoenix AZ, 85007 **FTA: 602-712-8946.** Or, Attention Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

(12) A copy of these procedures can be found online at: **www.bisbeeaz.gov.**

If information is needed in another language, contact **520-432-6002**. *Para información en Español llame: **Lorena Valdez, PW Admin Assistant**

Discrimination ADA/Title VI Complaint Form

Section I:		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	☐ Large Print	☐ Audio Tape
	☐ TDD	☐ Other

Section II:		
Are you filing this complaint on your own behalf?	☐ Yes*	☐ No
If you answered "yes" to this question, go to **Section III.*		
If not, please supply the name and relationship of the person for whom you are complaining.		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	☐ Yes	☐ No

Section III:

I believe the discrimination I experienced was based on (check all that apply):

☐ Race ☐ Color ☐ National Origin ☐ Disability

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

_____

_____

_____

Section VI:		
Have you previously filed a Discrimination Complaint with this agency?	☐ Yes	☐ No

If yes, please provide any reference information regarding your previous complaint.

_____

_____

Section V:

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal Agency: _____

☐ Federal Court: _____ ☐ State Agency: _____

☐ State Court : _____ ☐ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Section VI:

Name of agency complaint is against:

Name of person complaint is against:

Title:

Location:

Telephone Number (if available):

You may attach any written materials or other information that you think is relevant to your complaint.

Your signature and date are **required** below:

_____ _____

Signature Date

Please submit this form in person at the address below, or mail this form to:

Matthew Gurney, Public Works Director
118 Arizona Street, Bisbee AZ 85603
520-432-6002 /6262
mgurney@bisbeeaz.gov

A copy of this form can be found online at **www.bisbeeaz.gov**

Discrimination ADA/Title VI Investigations, Complaints, and Lawsuits

If no investigations, lawsuits, or complaints were filed, a blank form will be submitted.

City of Bisbee/Bisbee Bus has not had any ADA nor Title VI Discrimination complaints, investigations, or lawsuits in **2023-2024, 24-25, and to date - 25-26**

Complainant	Date (Month, Day, Year)	Basis of Complaint (Race, Color, National Origin or Disability)	Summary of Allegation	Status	Action(s) Taken	Final Findings?
Investigations						
1)						
2)						
Lawsuits						
1)						
2)						
Complaints						
1)						
2)						

CITY OF BISBEE/ BISBEE BUS Public Participation Plan

City of Bisbee / Bisbee Bus is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys. As an agency receiving federal financial assistance, City of Bisbee / Bisbee Bus made the following community outreach efforts:

As an agency receiving federal financial assistance, **City of Bisbee/Bisbee Bus** made the following community outreach efforts and activities to engage minorities and person requiring language assistance since the last Title VI Plan submittal to ADOT CRO.

☒ Expanded the distribution of agency brochures

☒ Advertised public announcements through newspapers, fliers, or radio

☒ Posted the Nondiscrimination Public Notices to the following locations:

- ☒ Within transportation vehicles
- ☒ Pick up and drop off stations
- ☒ Lobby of agency

☒ Hosted public information meetings and or hearings (06/12/2025,02/03/2026 and 06/12/2026)

☒ Updated agency documents/publications to make them more user-friendly e.g. comment forms or agency brochures

☐ List other_____

City of Bisbee/Bisbee Bus will make the following community outreach efforts for the **upcoming year**:

☒ Expand the distribution of agency brochures

☒ Advertise public announcements through newspapers, fliers, or radio

☒ Post the Nondiscrimination Public Notices to the following locations:

- ☒ Within transportation vehicles
- ☒ Pick up and drop off stations
- ☒ Lobby of agency

☒ Host public information meetings and or hearings.

☒ Add public interactive content to the agency's webpage for the public e.g. social media, to communicate schedule changes or activities.

☒ Update agency documents/publications to make them more user-friendly e.g. comment forms or agency brochures.

☐ List other_____

Public hearing on February 3, 2026. Public Notice was published on January 22, 2026, and January 29, 2026

In the upcoming year City of Bisbee / Bisbee Bus will make the following community outreach efforts:

Transit Advisory Council (TAC) Quarterly Meetings will be held February 25, 2026, May 20, 2026, August 19, 2026, and November 18, 2026.

A Customer Survey will be distributed, and riders will be asked for their participation throughout August 2026.

Comment Card will be found in all buses and in the Transit office year-round.

City of Bisbee/Bisbee submits to the Arizona Department of Transportation annually an application for funding. Part of the annual application is a public notice, which includes a 30-day public comment period.

Customer Service Survey:

BISBEE BUS - SURVEY QUESTIONS:

1) How often do you ride the Bus?
    a. Multiple times per day
    b. Daily
    c. Multiple times per week
    d. Occasionally
    e. First time
2) Which of the following applies to you? (Circle all that apply)
    a. Adult (18-64)
    b. Child (under 18)
    c. Senior (65 and over)
    d. Disabled
    e. Student
3) Purpose of this trip?
    a. Medical
    b. Employment
    c. Recreation
    d. Education
    e. Groceries
    f. Other _____
4) Are you employed?
    a. Yes
    b. No
5) Does the service meet your transportation needs?
    a. Yes
    b. No
6) How would you rate our customer Service?
    a. Excellent
    b. Good
    c. Fair
    d. Poor
7) Was the driver helpful and courteous?
    a. Yes
    b. No
8) Was the bus on time?
    a. Yes
    b. No
9) Was the bus Clean?
    a. Yes
    b. No
10) Additional Comments

_____

_____

_____

_____

Thank you for taking the time to complete this survey.

1) ¿Con qué frecuencia viajas en el autobús?
    a. Varias veces al día
    b. Diario
    c. Múlvtiples veces por semana
    d. Ocasionalmente
    e. La primera vez
2) ¿Yo soy? (marque todas que se apliquen)
    a. Adulto
    b. Niño(a)
    c. Anciano
    d. Discapacitado(a)
    e. Estudiante
3) ¿Propósito de este viaje?
    a. Medico
    b. Empleo
    c. Recreación
    d. Educación
    e. Tienda
    f. Otra razón _____
4) ¿Estas con empleo?
    a. Si
    b. No
5) ¿Cree usted que el servicio cumple con sus necesidades?
    a. Si
    b. No
6) ¿Como Clasificaria el sevicio que usted recibe?
    a. Excelente
    b. Bien
    c. Aceptable
    d. Mal
7) ¿El Chofer le fue servicial y cortes?
    a. Si
    b. No
8) ¿Estuvo a tiempo el autobus?
    a. Si
    b. No
9) ¿ Esta limpio el autobús?
    a. Si
    b. No
10) Comentarios:

_____
_____
_____
_____

Gracias por tomar su tiempo para contester esta encuesta

COMMENT/INTEREST FORM

For comments or questions regarding the City of Bisbee/Bisbee Bus service; or if you would like to express interest in being appointed to the Transit Advisory Committee. You may fill out this form and return it by mail. email or fax as noted below. Thank you for your comment/interest.

_____
_____
_____
_____
_____
_____

Optional:

Name: _____

Address: _____

Phone Number: _____ E-Mail Address: _____

Rene Lopez- Transit Manager
City of Bisbee/Bisbee Bus
118 Arizona St., Bisbee, AZ 85603
Office 520-432-6002ext123 Cel 520-645-0850
rlopez@bisbeeaz.gov

Español: rlopez@bisbeeaz.gov

CITY OF BISBEE / BISBEE BUS Language Assistance Plan

City of Bisbee/Bisbee Bus has developed the following Language Assistance Plan (LA) to help identify reasonable steps to provide language assistance for persons with limited English proficiency seeking meaningful access to City of Bisbee/Bisbee Bus services as required by Executive Order 13166. A person requiring Language Assistance is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to persons that assistance is available, and information for future plan updates. In developing the plan while determining **City of Bisbee/Bisbee Bus**'s extent of obligation to provide language assistance services, **City of Bisbee/Bisbee Bus, using US Census data and other resources,** undertook a U.S. Department of Transportation four-factor LAP analysis which considers the following:

1) The number or proportion of LAP persons eligible in **City of Bisbee/Bisbee Bus** service area who may be served or likely to encounter by **City of Bisbee/Bisbee Bus** program, activities, or services:

CITY OF BISBEE/BISBEE BUS FOUR FACTOR ANALYSIS

Persons requiring language assistance Total Person 5 yrs. & Over	Estimate	% of Persons 5 yrs. & Over
English Speaking Only	4911	100.00%
	3946	80.3%
Limited English Proficiency	204	.4%
Spanish	844	17%
Other Indo-European Languages	116	.23%
Asian & Pacific Island Languages	0	0%
Other Languages	5	.01%

Data source: US Census Bureau 2023 American Community Survey five-year estimates

2) The frequency with which individuals requiring Language Assistance come in contact with an **City of Bisbee/Bisbee Bus** services:

The general public comes in contact with **City of Bisbee / Bisbee Bus** frequently and all residents are welcome to attend public meetings. To facilitate public participation, **City of Bisbee / Bisbee Bus** posts public meeting notices in English and Spanish on its website, in public places and in printed media in an effort to reach a large audience. The Bisbee Bus drivers are bilingual, as are many of its riders. Consequently, contact between the Bisbee Bus system and individuals requiring language assistance is continual. In addition to this one on one verbal interaction, bus system information is also posted in English and Spanish on the buses, the website and on social media sites. The office staff in Bisbee is also bilingual offering full phone, email and face to face services in both languages. Finally, Bisbee conducts all surveys in both English and Spanish.

3) The nature and importance of the program, activities or services provided by **City of Bisbee/Bisbee Bus** to the LAP population.

Transportation planning is vital to a community and directly affects the lives of those living in the service area. Recommendation on roads, sidewalks, and public transportation service projects are a focus of both the City of Bisbee and regional partners such as SEAGO and CDBG. Projects completed directly affect the residents in the community. This includes the minority and low income populations, including the population needing language assistance. The Bisbee Bus provides transportation to medical services, work, school and shopping for both Bisbee residents and those living in Naco, AZ and Naco, Sonora. Additionally, it allows ready transportation for visiting family and friends, which is a significant part of the Hispanic culture. The Bisbee System also connects to the regional Cochise Connections, another fully bilingual system, which allows those from the Bisbee/Naco area to reach Agua Prieta, Sonora and Douglas, AZ, as well as, colleges and larger medical and shopping facilities.

4) The resources available to **City of Bisbee/Bisbee Bus** and overall costs to provide language assistance. A brief description of these considerations is provided in the following section.

The City of Bisbee / Bisbee Bus transit program provides the transit guide in English and Spanish, including all non-discrimination policies and procedures. The City of Bisbee /Bisbee Bus also has Spanish speaking drivers and staff available to assist passengers and others who may require language assistance.

City of Bisbee/Bisbee Bus provides a statement in Spanish and will for additional languages specific to the community make up that will be included in all public outreach notices. Every effort will be made to provide vital information to individuals in the language requested.

Safe Harbor Provision for written translations

City of Bisbee/Bisbee Bus complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish language. With respect to Title VI information, the following shall be made available in Spanish:

(1) Non Discrimination Notice
(2) Discrimination Complaint Procedures
(3) Discrimination Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches persons needing language assistance. Vital documents include the following:

(1) Notices of free language assistance for persons with limited English proficiency.
(2) Notice of Non-Discrimination and Reasonable Accommodation
(3) Outreach Materials
(4) Bus Schedules
(5) Route Changes
(6) Public Hearings

A majority of our employees are bi-lingual and are able to assist with Spanish translation.

1) **City of Bisbee/Bisbee Bus** provides language assistance services through the below methods:

☒ Staff is provided a list of what written and oral language assistance products and methods the agency has implemented and how agency staff can obtain those services.
☒ Instructions are provided to customer service staff and other **City of Bisbee/Bisbee Bus** staff who regularly take phone calls from the general public on how to respond to callers needing language assistance.
☒ Instructions are provided to customer service staff and others who regularly respond to written communication from the public on how to respond to written communication from persons needing language assistance.
☒ Instructions are provided to vehicle operators, station managers, and others who regularly interact with the public on how to respond to customers needing language assistance.
☒ Use of "I Speak" cards.
☒ Bilingual or multilingual versions of:
☒ "How to ride" brochures
☒ System maps and timetables
☒ Safety and security announcements
☒ Service change announcements
☐ List other _____

2) **City of Bisbee/Bisbee Bus** has a process to ensure the competency of interpreters and translation service through the following methods:

City of Bisbee/Bisbee Bus will ask the interpreter or translator to demonstrate that he or she can communicate or translate information accurately in both English and the other language. **City of Bisbee/Bisbee Bus** will train the interpreter or translator in specialized terms and concepts associated with the agency's policies and activities. **City of Bisbee/Bisbee Bus** will instruct the interpreter or translator that he or she should not deviate into a role as counselor, legal advisor, or any other role aside from

interpreting or translating. **City of Bisbee/Bisbee Bus** will ask the interpreter or translator to attest that he or she does not have a conflict of interest on the issues that they would be providing interpretation services.

3) **City of Bisbee/Bisbee Bus** provides notice to persons about the availability of language assistance through the following methods:

☐ Posting signs in intake areas and other points of entry
☒ Statements in outreach documents that language services are available from the agency.
☒ Working with community-based organizations and other stakeholders to inform individuals of the Recipients' services, including the availability of language assistance services
☒ Announcements at community meetings
☒ Signs and handouts available in vehicles and at stations
☒ Announcements in vehicles and at stations
☒ Agency websites
☒ Customer service lines

4) **City of Bisbee/Bisbee Bus** monitors, evaluates and updates the Language Assistance plan through the following process:
City of Bisbee/Bisbee Bus will monitor the LA plan by conducting an annual Four-Factor analysis, establishing a process to obtain feedback from internal staff and members of the public and conducting internal evaluations to determine whether the language assistance measures are working for staff. **City of Bisbee/Bisbee Bus** will make changes to the language assistance plan based on feedback received. **City of Bisbee/Bisbee Bus** may take into account the cost of proposed changes and the resources available to them. Depending on the evaluation, **City of Bisbee/Bisbee Bus** may choose to disseminate more widely those language assistance measures that are particularly effective or modify or eliminate those measures that have not been effective. **City of Bisbee/Bisbee Bus** will consider new language assistance needs when expanding transit service into areas with high concentrations of persons requiring language assistance will consider modifying their implementation plan to provide language assistance measures to areas not previously served by the agency.

5) **City of Bisbee/Bisbee Bus** trains employees to know their obligations to provide meaningful access to information and services for persons requiring language assistance and all employees in public contact positions will be properly trained to work effectively with in-person and telephone interpreters. **City of Bisbee/Bisbee Bus** will implement processes for training of staff through the following procedures:

City of Bisbee/Bisbee Bus will identify staff that are likely to come into contact with persons requiring language assistance as well as management staff in order to target training to the appropriate staff. **City of Bisbee/Bisbee Bus** will identify existing staff training opportunities, as it may be cost-effective to integrate training on their responsibilities to persons requiring language assistance into agency training that occurs on an ongoing basis. **City of Bisbee/Bisbee Bus** will include this training as part of the orientation for new employees. Existing employees, especially managers and those who work with the public may periodically take part in re-training or new training sessions to keep up to date on their responsibilities to persons. requiring language assistance. **City of Bisbee/Bisbee Bus** will implement training to be provided for agency staff. **City of Bisbee/Bisbee Bus** staff training for language assistance to include:

- A summary of **City of Bisbee/Bisbee Bus** responsibilities under the DOT LAP Guidance;
- A summary of **City of Bisbee/Bisbee Bus** language assistance plan;
- A summary of the number and proportion of persons requiring language assistance in **City of Bisbee/Bisbee Bus** service area, the frequency of contact between these poppulations and the agency's programs and activities, and the importance of the programs and activities to the population:
- A description of the type of language assistance that the agency is currently providing and instructions on how agency staff can access these products and services; and
- A description of **City of Bisbee/Bisbee Bus** cultural sensitivity policies and practices.

Each year, the City must apply for funds from the Arizona Department of Transportation (ADOT) for its share of federal funds used to operate the Bisbee Bus Transit program. This program provides transportation via a flex route system throughout Bisbee and Naco six days per week. In order to apply for these funds, the City Council must provide documentation of its support for the program annually and authorize the Mayor to sign the application.

Bisbee Bus

Public Bus Service in Bisbee

Bisbee Bus is a public bus service for everyone Buses run Monday through Saturday with service in

- Old Bisbee
- Sagnaw
- San Jose
- Warren
- Naco

Bus Stops

Buses pickup and drop off passengers at signed bus stops all along each route Bus stop locations are shown on the map and schedule included in this guide

Deviations from the Route

Drivers can deviate a short distance from the regular route to pick up and drop off persons as the schedule allows Prior day notice is required and an additional fee of 50 cents per person is charged

Fares

The Bisbee Bus fare is just $1 00 per ride Special fares and passes are available for students seniors and persons with disabilities See our complete fare chart next to the map

For More Information

Bisbee Bus (520) 508-1936

It is the policy of the Town of Bisbee and City of Douglas to comply with Title VI of the Civil Rights Act of 1964 Transportation services will be provided without regard to race color national origin age gender or disability For more information or to file a complaint contact Transit Manager 520-508-1936 Humberto.rivera@douglasaz gov or ADOT Civil Rights office at 602-712-8946 or Civilrightsoffice@azdot gov

For information in languages other than English contact Lorena Valdez or Jesus Haro 520-432-6002 lvaldez@bisbeeaz gov or jharo@bisbeeaz gov



Servicio público de autobuses en Bisbee

Bisbee Bus es un servicio público de autobuses para todas las personas Los autobuses prestan servicio de lunes a sábado en

- Old Bisbee
- Sagnaw
- San Jose
- Warren
- Naco

Paradas

Los pasajeros pueden abordar o descender de los autobuses en las paradas señaladas en cada ruta Las ubicaciones de las paradas se muestran en el mapa y en el horario incluidos en esta guía

Desviaciones de la ruta

Los conductores pueden desviarse una corta distancia de la ruta regular para recoger o dejar pasajeros como el horario permite Para este servicio se requiere un aviso del día previo y se cobrará un cargo adicional de 50 centavos por persona

Tarifas

La tarifa de Bisbee Bus es de sólo $1 00 por viaje Se encuentran disponibles tarifas especiales y pases para estudiantes personas de la tercera edad y personas con discapacidades Consulte el cuadro completo de tarifas junto al mapa

Más información:

Bisbee Bus (520) 508-1936

Es la política de la Ciudad de Bisbee y la Ciudad de Douglas para cumplir con el Título VI del Acta de Derechos Civiles de 1964 Los servicios de transporte se proporcionarán sin importar raza color origen nacional edad género o discapacidad Para más información o para presentar alguna queja comuníquese con Transit Manager 520-508-1936 Humberto.rivera@douglasaz gov o la oficina de Derechos Civiles ADOT al 602-712-8946 o Civilrightsoffice@azdot gov

Para información en idiomas distintos del inglés comuníquese con Lorena Valdez o Jesus Haro 520-432-6002 lvaldez@bisbeeaz gov o jharo@bisbeeaz gov

BISBEE ROUTE – WEEKDAY SERVICE

Stop	Time Point	Monday through Friday AM / PM Times									
SOUTHBOUND ROUTE											
1	Tombstone Canyon / Cantner	CFP	6 51	7 52	9 13	10 21	11 52	1:10	2:36	3:49	5:16
2	Circle K	CFP	✔	✔	✔	✔	✔	✔	✔	✔	✔
3	County Courthouse	CFP	✔	✔	✔	✔	✔	✔	✔	✔	✔
4	Copper Queen Plaza / Lync	5 54	6 57	7 57	9 19	10 27	11 59	1:16	2:42	3:55	5:21
5	Lowell Plaza	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
6	Department of Economic Security	✖	✔	✔	✔	✔	✔	✔	✔	✔	✔
7	Bank of America / Mint Market	✖	✔	✔	✔	✔	✔	✔	✔	✔	✔
8	Copper Queen Hospital	✖	✔	✔	✔	✔	✔	✔	✔	✔	✔
9	Bisbee City Hall	✖	7 05	8 05	9 29	10 37	12:09	1:26	2:52	4:05	5:31
10	Arizona St / Congdon Ave	✖	✔	✔	✔	✔	✔	✔	✔	✔	✔
11	Vista Park Tennis Court	✖	✔	✔	✔	✔	✔	✔	✔	✔	✔
12	Center Ave at School Terrace Rd	✖	✔	✔	✔	✔	✔	✔	✔	✔	✔
13	Hwy 92 / Fire Station	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
14	Hwy 92 / Washington Ave	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
15	Safeway	6 04	7 16	8 15	9 39	10 47	12:19	1:36	3:02	4:15	5:41
16	Bisbee Senior Center	✖	✖	✔	✔	✔	✔	✔	✔	✔	✖
17	Triangle Apartments	✖	✔	✖	✔	✖	✔	✖	✔	✖	✔
18	San Jose Center	✖	✔	✖	✔	✖	✔	✖	✔	✖	✔
19	County Health Department	✖	CFP	✖	CFP	✖	CFP	✖	CFP	✖	CFP
20	Copper City Apartments	✖	✔	✖	✔	✖	✔	✖	✔	✖	✔
21	CCAH	✖	✔	✔	✔	✔	✔	✔	✔	✔	✔
22	San Jose Lodge	✔	✖	✔	✖	✔	✖	✔	✖	✔	✔
23	Naco Hwy / Granada Ln	✔	✖	✔	✖	✔	✖	✔	✖	✔	✔
24	Naco – Turquoise Valley G C	✔	✖	✔	✖	✔	✖	✔	✖	✔	✔
25	Naco – Newell St / Towner	✔	✖	✔	✖	✔	✖	✔	✖	✔	✔
26	Naco – W Martinez St / Towner	6 14	✖	8 29	✖	11 08	✖	1:48	✖	4:27	5:56
NORTHBOUND ROUTE											
23	Naco Hwy / Granada Ln	✔	✖	✔	✖	✔	✖	✔	✖	✔	✔
22	San Jose Lodge	✔	✖	✔	✖	✔	✖	✔	✖	✔	✔
21	CCAH	✔	✖	✔	✖	✔	✖	✔	✖	✔	✖
20	Copper City Apartments	✔	✖	✔	✖	✔	✖	✔	✖	✔	✖
19	County Health Department	✖	✖	CFP	✖	CFP	✖	CFP	✖	CFP	✖
18	San Jose Center	✔	✖	✔	✖	✔	✖	✔	✖	✔	✖
17	Triangle Apartments	✔	✖	✔	✖	✔	✖	✔	✖	✔	✖
15	Safeway	6 28	7 26	8 45	9 53	11 23	12:34	2:04	3:15	4:43	6:08
27	Tin Town	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
28	Bisbee High School	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
12	Center Ave at School Terrace Rd	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
9	Bisbee City Hall	6 37	7 35	8 54	10 02	11 32	12:45	2:13	3:24	4:52	6:17
10	Arizona St / Congdon Ave	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
11	Vista Park Tennis Court	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
8	Copper Queen Hospital	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
7	Bank of America / Mint Market	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
6	Department of Economic Security	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
29	Douglas Rd at B St	✖	✔	✔	✔	✔	✔	✔	✔	✔	✔
30	Lowell Plaza	✖	✔	✔	✔	✔	✔	✔	✔	✔	✔
4	Lync / Copper Queen Plaza	6 45	7 45	9 06	10 13	11 45	12:57	2:25	3:36	5:04	6:29
31	Gym Club Suites	✖	✖	CFP	CFP	CFP	CFP	CFP	CFP	CFP	CFP
3	County Courthouse	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
2	Circle K	✔	✔	✔	✔	✔	✔	✔	✔	✔	✔
32	Garfield Park	CFP	CFP	CFP	CFP	CFP	CFP	CFP	CFP	CFP	CFP
33	Hwy 80 / Wood Canyon	CFP	CFP	CFP	CFP	CFP	CFP	CFP	CFP	CFP	CFP

BISBEE ROUTE – SATURDAY SERVICE

Stop	Time Point	Saturday AM / PM Times			
SOUTHBOUND ROUTE					
1	Tombstone Canyon / Cantner	9 30	11 02	12:44	2:26
2	Circle K	✔	✔	✔	✔
3	County Courthouse	✔	✔	✔	✔
4	Copper Queen Plaza / Lync	9 36	11 08	12:50	2:34
5	Lowell Plaza	✔	✔	✔	✔
6	Department of Economic Security	✔	✔	✔	✔
7	Bank of America / Mint Market	✔	✔	✔	✔
8	Copper Queen Hospital	✔	✔	✔	✔
9	Bisbee City Hall	9 46	11 18	1:00	2:44
10	Arizona St / Congdon Ave	✔	✔	✔	✔
11	Vista Park Tennis Cour	✔	✔	✔	✔
12	Center Ave at School Terrace Rd	✔	✔	✔	✔
13	Hwy 92 / Fire Station	✔	✔	✔	✔
14	Hwy 92 / Washington Ave	✔	✔	✔	✔
15	Safeway	9 56	11 28	1:10	2:54
16	Bisbee Senior Center	✔	✔	✔	✔
17	Triangle Apartments	✔	✔	✔	✔
18	San Jose Center	✔	✔	✔	✔
19	County Health Department	✖	✖	✖	✖
20	Copper City Apartments	✔	✔	✔	✔
21	CCAH	✔	✔	✔	✔
22	San Jose Lodge	✔	✔	✔	✔
23	Naco Hwy / Granada Ln	✔	✔	✔	✔
24	Naco – Turquoise Valley G C	✔	✔	✔	✔
25	Naco – Newell St / Towne	✔	✔	✔	✔
26	Naco – W Martinez St / Towner	10 15	11 57	1:29	3:13
NORTHBOUND ROUTE					
23	Naco Hwy / Granada Ln	✔	✔	✔	✔
22	San Jose Lodge	✔	✔	✔	✔
21	CCAH	✔	✔	✔	✔
20	Copper City Apartments	✔	✔	✔	✔
19	County Health Department	✖	✖	✖	✖
18	San Jose Center	✔	✔	✔	✔
17	Triangle Apartments	✔	✔	✔	✔
15	Safeway	10 34	12:16	1:48	3:32
27	Tin Town	✔	✔	✔	✔
28	Bisbee High School	✔	✔	✔	✔
9	Center Ave at School Terrace Rd	✔	✔	✔	✔
10	Bisbee City Hall	10 43	12:25	1:57	3:41
11	Arizona St / Congdon Ave	✔	✔	✔	✔
8	Vista Park Tennis Court	✔	✔	✔	✔
7	Copper Queen Hospital	✔	✔	✔	✔
6	Bank of America / Mint Market	✔	✔	✔	✔
29	Dept of Economic Security	✔	✔	✔	✔
30	Douglas Rd at B St	✔	✔	✔	✔
4	Lowell Plaza	✔	✔	✔	✔
31	Lync / Copper Queen Plaza	10 55	12:37	2:09	3:53
3	Gym Club Suites	CFP	CFP	CFP	CFP
2	County Courthouse	✔	✔	✔	✔
32	Circle K	✔	✔	✔	✔
33	Garfield Park	CFP	CFP	CFP	CFP
	Hwy 80 / Wood Canyon	CFP	CFP	CFP	CFP

CFP = Call for pickup ✔ = *Bus Stops for pickup* ✖ = *Bus does not pickup at this stop* *AM times are shown in lightface type* **PM** *times are shown in* **boldface type.**

Non-elected Committees Membership Table

Subrecipients who select the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

City of Bisbee/Bisbee Bus does select the membership of any transit-related committees, planning boards, or advisory councils.

2024 - 2025 TAC Membership by race

VACANT, Bisbee Citizen
VACANT, Local Business
VACANT, Local Disability Community
VACANT, Senior Citizen Rep
Perri Gojkovich, City of Douglas Transit - Caucasian
Noelle Lievanos, City of Douglas Transit - Hispanic
Jesse Zaragoza, Program Manager Transit - Hispanic
Jessica Aquayo, SEAGO - Hispanic
Mariza Mikitas, City of Benson - Caucasian
Angel Lauve, City of Willcox - Caucasian
Gerald Hursch Town of Huachuca City - Caucasian

Monitoring for Sub recipient Title VI Compliance

City of Bisbee **does** monitor sub recipients for Title VI Compliance. City of Bisbee contracts out its operations to the City of Douglas, making Douglas a sub-recipient of the City of Bisbee.

The Public Works Director/Bisbee Bus Grant Administrator and Transit and Financial Managers in Bisbee and Douglas stay in touch with each other by phone, email and in person on everyday matters and in meetings. This relationship has built a solid foundation for the continuance of the excellent service provided by the Bisbee Bus.

Both entities share new rules and laws and work to understand and implement them.

The City of Bisbee Transit Manager has reviewed the following for both Bisbee and Douglas:

- Title VI 2025
- Training Compliances
- Postings of Title VI Public Notices and Complaint Procedures on the buses and the Bisbee and Douglas websites.
- Posting of Title VI Implementation Plan on City of Bisbee and Douglas websites.
- Participation in the drug and Alcohol Program Manager Refresher Training and understanding the new Part 40 Regulation Updates.
- Participated in the City of Douglas' & City of Bisbee's on-site Drug and Alcohol Compliance review and Trienniel review by ADOT in the Fall of 2023 and fall of 2025
- Use of DOT's Revised Federal Drug Testing Custody and Control Form (CCF).
- Review of the City of Bisbee's MIS reporting for 2025.

Douglas provides superior management of Bisbee's System. The drivers are well trained and well-liked by Bisbee's riders. Documentation is thorough and updated quickly.

There have been no deviations from the federal regulations reported.

Title VI Equity Analysis

A subrecipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. "Facilities" in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the sub recipient organization receives any FTA dollars, it must comply with this requirement.

The City of Bisbee/Bisbee Bus has no current or anticipated plans to develop new transit facilities covered by these requirements. No facilities covered by these requirements were ever developed.

Fixed Route Transit Provider Analysis

Fixed Route: Public transit service (other than by aircraft) provided on a repetitive, fixed-schedule basis along a specific route, with vehicles stopping to pick up passengers.

A sub recipient providing fixed route service, as defined above, must determine the distribution of transit amenities or the vehicle assignments for each mode in a non-discriminatory manner. The sub recipient must develop policies to ensure service is not distributed on the basis of race, color, or national origin.

Effective practices to fulfill the Service Standards requirements include developing written policies covering each of the following service indicators:

1) Vehicle Load for Each Mode

Bisbee Buss load standard is a maximum vehicle load factor of 1.00.

2) Vehicle Headway for Each Mode

Fixed route is a single bus route, there are no other buses traveling the route.

3) On Time Performance for Each Mode

The Bisbee Bus defines a bus as late if it departs the "time point" five or more minutes later than the published time. Buses are considered early if they depart from a published time point at any time prior to the scheduled departure.

4) Service Availability for Each Mode

The Bisbee Bus will distribute transit service so that 90% of all residents in the service area are within a half-mile walk of bus service. Half-mile deviations are available to all potential riders.

Effective qualitative practices to fulfill the Service Policy requirements include developing written policies covering each of the following service indicators:

5) Transit amenities for each mode

Transit amenities are distributed on a system-wide basis. Transit amenities include shelters and benches. The location of transit amenities is determined by factors such as ridership, individual requests, staff recommendations, and vendor preference.

6) Vehicle assignments for each mode

All buses have the same level of amenities (i.e., air conditioning, Wheelchair lift) available to riders. Buses are not assigned for specific routes.

Board Approval for the Title VI Plan

City Council approval for the 2025-26 Title VI Plan was submitted for approval on January 6, 2025.

post council meeting minutes here for passage of Title VI

APPENDIX A Bisbee Bus Title VI Plan

SERVICE STANDARDS (REQUIREMENT FOR ALL FIXED ROUTE TRANSIT PROVIDERS) Background FTA requires all fixed route transit providers of public transportation to develop quantitative standards for the following indicators. Individual public transportation providers will set these standards; therefore, these standards are developed by the City of Bisbee for its Bisbee Bus public transit program. FTA does not require that small systems include a Demographic Profile, a Requirement to Monitor Transit Service, or a Service and Fare Equity Analysis.

The following service standards are defined as:
• Vehicle load: Generally expressed as the ratio of passengers to the number of seats on a vehicle, relative to the vehicle's maximum load point. For example, on an 18 seat bus, a vehicle load of 1.1 means all seats are filled and there are approximately 2 standees.
• Vehicle headway: The amount of time between arrival of a transit vehicle at the same stop. Bisbee Bus operates only one vehicle throughout the service day. Our headway time is the time it takes to complete a full run.
• On-time performance: measures runs completed as scheduled.
• Service availability: A general measure of the distribution of routes within an agency's service area.

VEHICLE LOAD – Bisbee Bus

Vehicle Type	Maximum Load Seated	Capacity Standing	Maximum Load Factor
30' Cutaway	18 passengers	2	1.1
30' Cutaway	16 passengers	2	1.1
30' Cutaway	14 passengers	2	1.1

VEHICLE HEADWAY – Bisbee Bus
Bisbee Bus operates one vehicle on a single route throughout the service day. Weekday service hours are 5:54 A.M. until 6:30 P.M. Saturday Service is from 9:00 A.M. until 4:00 P.M.

Weekday	AM	Mid-day	Evening
	1:50 minutes	1:50 minutes	1:50 minutes
Saturday	AM	Mid-day	Afternoon
	1:50 minutes	1:50 minutes	1:50 minutes

ON-TIME PERFORMANCE STANDARD – Bisbee Bus

100% of the transit vehicles in operation will complete their established runs no more than 5 minutes early or late in comparison to the established schedule/published timetables. A vehicle is considered on time if it departs a scheduled timepoint no more than 1 minute early and no more than 10 minutes late.

The Bisbee Bus provides deviation services up to ½ mile from the nearest scheduled stop(s). Dispatchers will schedule deviations understanding that the system's performance objective is 90% or greater.

SERVICE AVAILABILITY STANDARDS – Bisbee Bus

Bisbee Bus operates within the city limits of Bisbee and also serves county residents along a 5.2 mile stretch of highway to the Mexican border and the unincorporated community of Naco Arizona. The single route is 32.6 miles in length. The service route distributes transit service so that 90% of all city residents in the service area are within a ½ mile walk of bus service. Additionally, all riders have access to the deviation service that can go ½ mile beyond the scheduled fixed route service, measured from the nearest published stop. The route provides service to each of Bisbee's neighborhoods as well as the community of Naco.

VEHICLE ASSIGNMENT - Bisbee Bus

Bisbee Bus operates one route with one bus completing each run. Buses are assigned based on availability while also utilizing the primary fleet in a rotating schedule so as to allow preventive maintenance and limiting severe service repeatedly to one bus. This policy promotes the best use of fleet resources and provides riders with the highest level of service available. All buses will be equipped with a functional wheelchair lift, air conditioning, a clean interior and exterior, and announced stops at primary destinations.

TRANSIT AMENITIES: - Bisbee Bus

Transit amenities are available throughout the single route. Bus shelters, signage, and benches are located at all major destinations and many of the origination stops on the service schedule. Amenities will be located at stops with an above average ridership and maintained through a regular inspection and maintenance process that assures a clean, safe, and accessible bus stop for all riders.

AGENDA ITEM NUMBER 9

REQUEST FOR MAYOR & COUNCIL ACTION
Session of: September 15, 2026

☒Regular ☐Special

DATE ACTION SUBMITTED: September

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: **Discussion and Possible Approval of the First Amendment to Intergovernmental Agreement between City of Bisbee and the City of Douglas for Bisbee Public Transit Services.**

FROM: **Rene Lopez, Transit Manager**

RECOMMENDATION: **Approve**

PROPOSED MOTION: **I move to approve the First Amendment to Intergovernmental Agreement between City of Bisbee and the City of Douglas for Bisbee Public Transit Services.**

DISCUSSION

In 2024, the City of Bisbee entered into a contract with the City of Douglas for public transit services. The agreement was to be effective through September 30, 2026, with two (2) one (1) year renewals if agreed upon by both parties. Upon having discussions with ADOT regarding the approval of securing a new contract for public transit services, ADOT expressed their preference for an intergovernmental agreement (IGA) rather than a service contract between the City of Bisbee and the City of Douglas.

The proposed IGA, if approved, will take effect October 1, 2026, and last one (1) year with one (1) one (1) year renewal if agreed upon by both parties as per the service agreement. The effective dates align with the Federal Transit Administration grant agreement's federal fiscal year (October 1 through September 30).

FISCAL IMPACT: **$280,498.00**

DEPARTMENT LINE-ITEM ACCOUNT: **96-40-41606**

BALANCE IN LINE ITEM IF APPROVED: **-$18,305.97**

Prepared by: **Rene R Lopez,**
Transit Manager

Reviewed by: **Ashlee Coronado,**
City Manager

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF BISBEE AND THE CITY OF DOUGLAS FOR BISBEE PUBLIC TRANSIT SERVICES

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (the "Amendment") is made and entered into on the 1st day of October, 2026 (the "Effective Date") by and between the City of Bisbee, an Arizona municipal corporation (hereinafter referred to as "City"), and the City of Douglas, an Arizona municipal corporation (hereinafter referred to as "Douglas"). The City and Douglas may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. The City and Douglas are parties to that certain Intergovernmental Agreement, effective November 18, 2024 (the "IGA"), for certain transit services identified in the IGA.

B. The IGA has a two-year term that is set to expire on September 30, 2026, with the option for the Parties to renew and extend the IGA for up to two (2) additional one-year terms.

C. The City and Douglas desire to amend the IGA to exercise the first of the one-year renewal periods and to provide for other modifications to the IGA.

NOW, THEREFORE, in consideration of the foregoing 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:

AMENDED TERMS

1. Statement of Work. Paragraph 1 of the IGA is amended to update the Statement of Work as set forth in Exhibit "A," attached hereto and incorporated herein. Attachment 1 Amendments to Exhibit A Statement of Work updates and replaces the service schedule, service level, route stops (Attachment 1 Schedule A-1), and dispatch coverage provision of the IGA, with all other provisions of the original Statement of Work (Exhibit A) remaining unchanged. The IGA and this Amendment shall continue to be subject to all applicable terms of the Federal Transportation Administration ("FTA") Grant Agreement with the Arizona Department of Transportation ("ADOT") incorporated into the IGA, together with all other compliance requirements provided for in the IGA.

2. Renewal Term. Pursuant to Paragraph 3 of the IGA, the Parties do hereby agree to renew and extend the IGA for one additional year, with a new termination date of up to and including September 30, 2027 (the "Renewal Term").

3. Compensation. Paragraph 4 of the IGA is hereby amended to provide compensation to Douglas for the Services under the IGA in a total amount not to exceed $280,498 for the Renewal Term.

4. Notices. Paragraph 6 of the IGA is hereby amended to update the City's contact information as follows:

TO CITY:
City of Bisbee
118 Arizona Street
Bisbee, Arizona 85603

5. Conflict of Interest. This Amendment and the IGA may be canceled by either Party pursuant to A.R.S. § 38-511.

6. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of this Amendment they will not engage in, a boycott of Israel, as that term is defined in A.R.S. Section 35-393.

7. No Forced Labor of Ethnic Uyghurs. To the extent A.R.S. § 35-394 is applicable, the Parties hereby certify they do not currently, and for the duration of this Amendment shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

8. Effect of Amendment. In all other respects, the IGA is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the IGA shall remain in full force and effect.

9. Counterparts. This Amendment may be executed in any number of counterparts; all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Bisbee and the City of Douglas have executed this Amendment effective the date first above written.

CITY OF BISBEE:

By: _____
Ken Budge, Mayor

ATTEST:

By: _____
Nina Williams, Acting City Clerk

CITY OF DOUGLAS:

By: _____
Jose Grijalva, Mayor

ATTEST:

By: _____
Alma Andrade, City Clerk

APPROVALS AS TO FORM

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Amendment on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: _____
Joseph D. Estes, Pierce Coleman, PLLC
Attorney for the City of Bisbee

By: _____
Denis M. Fitzgibbons, Fitzgibbons Law
Attorney for the City of Douglas

	No Service		Break	Deviation makeup		Driver Switch				Cochise Connection					
	Commuter	Monday through Friday								Saturday					
	Start Time	Start Time	Start Time	Start Time	Start Time	Start Time	Start Time	Start Time	Optional	Optional	Start Time	Start Time	Start Time	Start Time	Optional
Circle K		6:50 AM	8:05 AM	9:50 AM	11:10 AM	1:40 PM	3:00 PM	5:00 PM	6:45 PM		11:10 AM	1:00 PM	2:45 PM	4:30 PM	6:10 PM
Court House old Bisbee															
Copper Queen Plaza			8:10 AM	9:55 AM	11:15 AM	1:45 PM	3:05 PM	SB 5:05 PM	6:50 PM	9:30 AM	11:15 AM	1:05 PM	2:50 PM	4:35 PM	6:15 PM
Department of Economic Security															
Washington Federal Bank															
Copper Queen Hospital															
Bisbee City Hall/Chiricahua Clinic		7:00 AM	8:20 AM	10:05 AM	11:25 AM	1:55 PM	3:15 PM	5:15 PM	7:00 PM	9:40 AM	11:25 AM	1:15 PM	3:00 PM	4:45 PM	6:25 PM
Bisbee Boys and Girls Club															
Vista Park Tennis Courts															
Center & Cochise Row															
Bisbee High School															
Hwy 92 Fire Station															
Hwy 92 and Washington Ave.															
Safeway		7:15 AM	8:40 AM	10:20 AM	11:40 AM	2:10 PM	3:40 PM	5:30 PM	7:15 PM	9:55 AM	11:40 AM	1:30 PM	3:15 PM	5:00 PM	6:50 PM
Bisbee Senior Center															
Triangle Apts.															
San Jose Center				NB @ 1044											
Copper City Apartments															
Premier Alliance @ Hereford & Naco Hwy.															
San Jose Lodge @ Della (west side of the Hwy.)															
Naco Hwy @ Fairway View (west side of the Hwy.)															
Naco Turquoise Valley RV Park															
Naco Newell St/Towner															
Naco Martinez/Towner	6:15		8:52 AM		11:52 AM		4:00 PM	5:50 PM	7:35 PM	10:15 AM	12:00 PM	1:50 PM	3:35 PM	5:20 PM	7:10 PM
North Bound															
Naco Hwy @ Granada (east side of the Hwy.)															
Naco Hwy @ Della (east side of the Hwy.)															
Premier Alliance @ Hereford & Naco Hwy.															
Copper City Apartments															
San Jose Center			SB @ 9:13 AM		SB @ 1:05 PM										
Triangle Apts.															
Safeway	6:30 AM	7:30 AM	9:12 AM	10:35 AM	1:00 PM	2:25 PM	4:20 PM	6:10 PM	7:55 PM	10:35 AM	12:20 PM	2:10 PM	3:55 PM	5:40 PM	7:30 PM
Tin Town															
Bisbee High School															
Center & Cochise Row															
Bisbee City Hall/Chiricahua Clinic		7:45 AM	9:30 AM	10:50 AM	1:15 PM	2:40 PM	4:35 PM	6:25 PM	8:05 PM	10:50 AM	12:35 PM	2:25 PM	4:10 PM	5:55 PM	7:45 PM
Bisbee Boys and Girls Club															
Vista Park Tennis Courts															
Copper Queen Hospital															
Washington Federal Bank															
Department of Economic Security															
B St in Saginaw															
Lowell School															
Lyric Plaza	NB 6:45:00 AM	8:00 AM	9:45 AM	11:05 AM	1:30 PM	2:55 PM	4:50 PM	6:40 PM	8:20 PM	SB 11:05 AM	12:50 PM	2:40 PM	4:25 PM	6:05 PM	7:55 PM
Circle K	6:50 AM	8:05 AM	9:50 AM	11:10 AM	1:35 PM	3:00 PM	4:55 PM			11:10 AM	12:55 PM	2:45 PM	4:30 PM		
Headway	**50 m**	**1h 20 m**	**1h 45 m**	**1h 20 m**	**1h 25 m**	**1h 20 m**	**1h 55 m**	**1h 40 m**	**1h 25 m**	**1h 40 m**	**1h 45 m**	**1h 45 m**	**1h 45 m**	**1h 35 m**	**1h 45 m**

Operations Contract Proposal - Bisbee Bus Cost Proposal
FY 26/27

ADMINISTRATION		
Manager	$	26,641
Coordinator	$	10,246
Fringe Benefits	$	13,799
Admin Overhead	$	15,000
Cell Phones	$	1,320
Drug Tests	$	600
Insurance	$	1,500
Supplies	$	200
Printing	$	240
Land Line	$	500
Travel	$	250
Software (App)	$	800
Audit	$	446
Marketing	$	200
Total Administration	**$**	**71,742**

OPERATIONS		
Coordinator	$	10,246
Fringe Benefits	$	3,562
Drivers	$	92,928
Drivers Benefits	$	37,051
Driver OT & Ben	$	7,620
Dispatcher	$	37,488
Fringe Benefits	$	16,461
Travel	$	1,000
Training	$	1,000
Supplies	$	1,000
Uniforms	$	400
Total Operations	**$**	**208,756**

Bid Option: Facility/Space Cost	$	15,000
Total Plus Bid Option	$	295,498

Grand Total **$ 280,498**

Annual Estimated *Vehicle Service Hours*	Annual Estimated *Riders*	Annual Estimated *Miles*	Operating Rate per *Service Hour*	Facility Rate *per Service Hour*	Administrative Rate per *Service Hour*	GRAND TOTAL per Hour
3,205	30,000	74,000	$ 65.14	4.68	$ 22.39	$ 87.52

Submitted by Douglas Transit

AGENDA ITEM NUMBER 10

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: September 2, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☐ **OTHER** ☐

SUBJECT: Discussion and Possible Approval of a Change Order for Engineering of the CDBG Senior Center Renovation Project.

FROM: Melissa Hartman, City Planner
Logan Dodd, Public Works Operations Manager

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve the Change Order in the amount of $10,250.00 for the additional engineering needed to keep the Senior Center Renovation on track and code complaint.

DISCUSSION: Due to the fact that original engineering was done approximately 3 years ago and was done prior to the award of the renovation contract through SEAGO/CDBG. At that time, we were unaware of how much we were eligible for and what types of renovations could be made through this contract, With the contract award we are able to replace a large amount of new kitchen equipment. We are also able to redo both bathrooms to handicapped status through a donation. This became an available options due to the amount of the Regional CDBG award. Therefore, we needed to update our engineering at the cost of $10,250.00 for our plan and to meet all current codes.

This additional engineering includes HVAC and plumbing and all other tasks that are needed. The additional engineering was a necessity, to remain code complaint.

FISCAL IMPACT: This project is grant funded and will not impact, City's budget.

DEPARTMENT LINE-ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Prepared by: Melissa Hartman
Melissa Hartman,
City Planner

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Clerk

MECHANICAL ENGINEERING

Bill To:

Zacatecas Engineering, PLLC
48 Main St. Suite 15
Bisbee, AZ 85603

Invoice

Date	Invoice #
8/4/2026	25286.2

Terms
Due on receipt

PROJECT:	Client Project #	Senior Center
25286 Bisbee Senior Center		

Description	% of Total Fee	Amount
PH Mechanical Engineering is submitting an invoice for completion of HVAC and plumbing engineering for the above referenced project.	100%	4,500.00
PH Mechanical Engineering is submitting an invoice for electrical design for the above referenced project.	100%	5,750.00

We also accept Credit Cards with an additional fee of 3.5% plus 15 cents per transaction

Total $10,250.00

AGENDA ITEM NUMBER 11

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: September 8, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and possible approval of Change Orders #18 and #32 with Durazo Construction.

FROM: Mike Normand, Construction Project Manager

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve Change Orders 18 and 32 with Durazo Construction, in the total amount of $30,109.33

DISCUSSION

As rehabilitation work continues at Camp Naco, two additional scopes of work have been identified for site infrastructure improvements. Change Order #18 provides modifications to the water-harvesting system, including additional pumps and related equipment.

Change Order #32 provides the plumbing and site work necessary to install a drinking fountain north of Building A5, including connection to the existing water line, associated drainage, and installation of the fountain.

The two change orders total $30,109.33 and will be funded through the existing ARPA grant for the rehabilitation of Camp Naco. Sufficient contingency funds remain available within the grant to cover these additional project costs

FISCAL IMPACT: The total amount of $30,109.33 will be reimbursed by the State of Arizona Office of the Governor ARPA grant funds awarded for the rehabilitation of Camp Naco.

DEPARTMENT LINE-ITEM ACCOUNT: 19-45-92000

BALANCE IN LINE ITEM IF APPROVED: 19-45-92000: $842,261.75

Prepared by: M.E. Normand

Mike Normand
Construction Project Manager

Reviewed by: Ashlee Coronado

Ashlee Coronado
City Manager

DURAZO
CONSTRUCTION

2 July 2026

ATTN: MIKE NORMAND
City of Bisbee
915 S Tovreaville Rd
Bisbee, AZ 85603

RE: CAMP NACO HISTORIC BUILDING RESTORATION
COR#018 PUMP MODIFICATIONS

Dear Mr. Normand,

There is a cost impact to modify our scope of work is as follows for altering the pumps for the water harvesting system. Please see the attached change order for a full description of work.

ITEM	DESCRIPTION	AMOUNT
1	General Conditions	$3,750.00
2	Sistering Pumps	$16,392.33
	Subtotal	$20,142.33
	Overhead (10%)	$2,015.00
	Profit (5%)	$1,108.00
	Sales Tax	$1,396.00
	Performance and Payment Bond	$617.00
	TOTAL CHANGE ORDER REQUEST #018	**$25,278.33**

EXCLUSIONS:

- Permits & Permit Fees
- Engineering
- Unforeseen Concealed Conditions
- Any Work not Mentioned in Proposal
- Off-Hours
- Material Cost Escalation

The scope of work outlined above will require that 10 *days be added* to the schedule. Please contact me if you have any questions or concerns.

DURAZO
CONSTRUCTION

2 July 2026

Thank you,

ISAAC ALEGRIA
Project Manager
Durazo Construction Corporation

Oasis Water Harvesting

4941 E. Hillcrest Drive
Hereford, AZ 85615

Invoice

Date	Invoice #
1/30/2026	2613

Bill To	Ship To
Durazo	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/30/2026			

Quantity	Item Code	Description	Price Each	Amount
1	Tank	1500 gallon concrete below ground tanks with custom openings includes delivery	5,557.33	5,557.33T
3	Pump	Tsurumi HSZ 3.75 SL sump pumps/float- 230 volt	1,150.00	3,450.00T
1	Prc filter	1.25" internal prc filter with 10' hose	395.00	395.00T
1	Pump	Grundfos Scall II variable speed pump	1,250.00	1,250.00T
1	Valve	1" hydraulic water switching valve	480.00	480.00T
1	gasket	3" rubber gasket for 12" black pipe	185.00	185.00T
3	Pipe	3" Sch 40 pvc pipe 20' lengths	70.00	210.00T
12	Elbow	3" Sch 40 elbows	18.00	216.00T
3	Union	3" sch 80 union slip slip	48.00	144.00T
3	Elbow	3" PVC sch 40 45 degree angle elbow	32.00	96.00T
3	Adaptors	3" male adaptors	18.00	54.00T
1	Pump Cover	steel and insulated custom pump cover	400.00	400.00T
1	concrete base	Concrete base for Scala II pump	75.00	75.00T
1	Overflow	Custom 12" steel overflow for concrete tank	275.00	275.00T
1	Pipe	1.25" pvc pipe, fittings, insulation for Grundfos pump	80.00	80.00T
1	tank gauge	Liquator II water level indicator	250.00	250.00T
1	float switch	110 volt, down off 20' cord float switch with weight	65.00	65.00T
1	Bucket	non shrink grout 50 pounds	80.00	80.00T
1	Pavers	Pavers, block and concrete to make two pedestals for pumps	40.00	40.00T
1	electrical fittings	2 electric boxes, pvc piping and fittings	150.00	150.00T
1	Labor	2 workers to install all of above	1,890.00	1,890.00
3	Buck Booster	Eaton S10N04P26P electric booster	350.00	1,050.00T
			0.00%	0.00

Total $16,392.33

ADS WATERSTOP™ GASKET SPECIFICATION

Scope

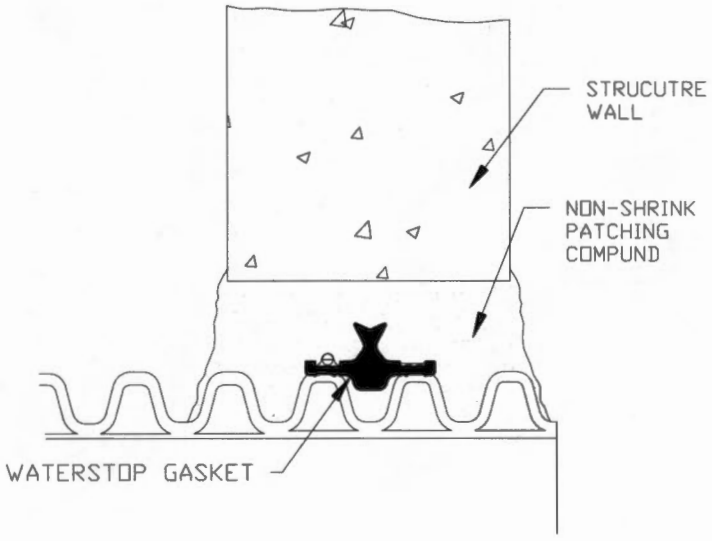
This specification describes the ADS WaterStop gasket available in 12- to 60- inch (300 to 1500 mm) diameters and used for a field installed seal that prevents water infiltration or exfiltration at manhole connections.

Material Properties

The ADS WaterStop gasket is made of a polyisoprene compound which meets the physical property requirements of ASTM C923.

Installation

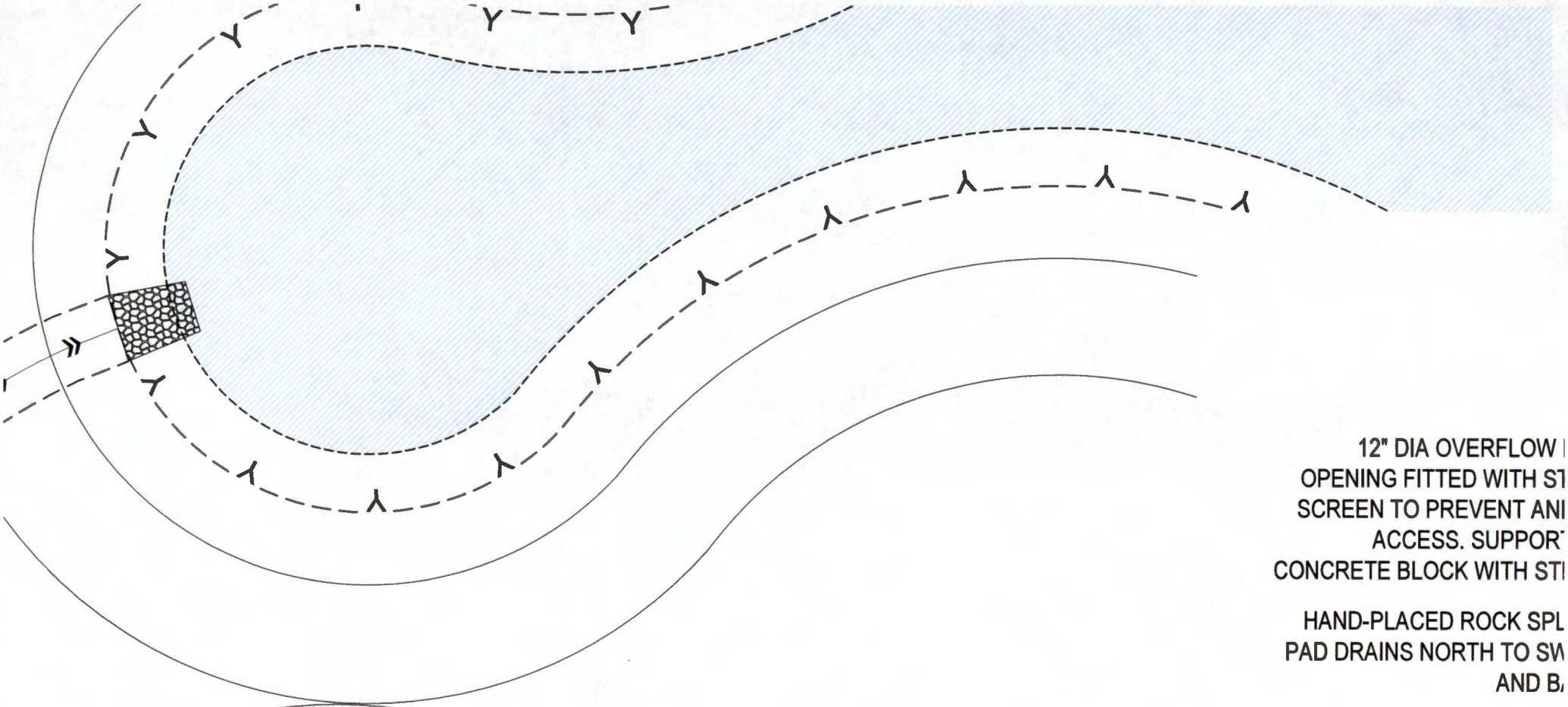
Installation shall be in accordance with ADS recommended installation instructions. Contact your local ADS representative or visit www.ads-pipe.com for a copy of the latest installation guidelines.



Pipe Size	Recommended Min. Hole, in.	Min. Distance Pipe Invert to Structure Invert, in
12	19.5	3.7
15	23	4
18	26.5	4.2
24	33.3	4.5
30	40.5	5.2
36	47	5.5
42	53	5.7
48	59	5.7
54*	65	6.4
60	72	6.4

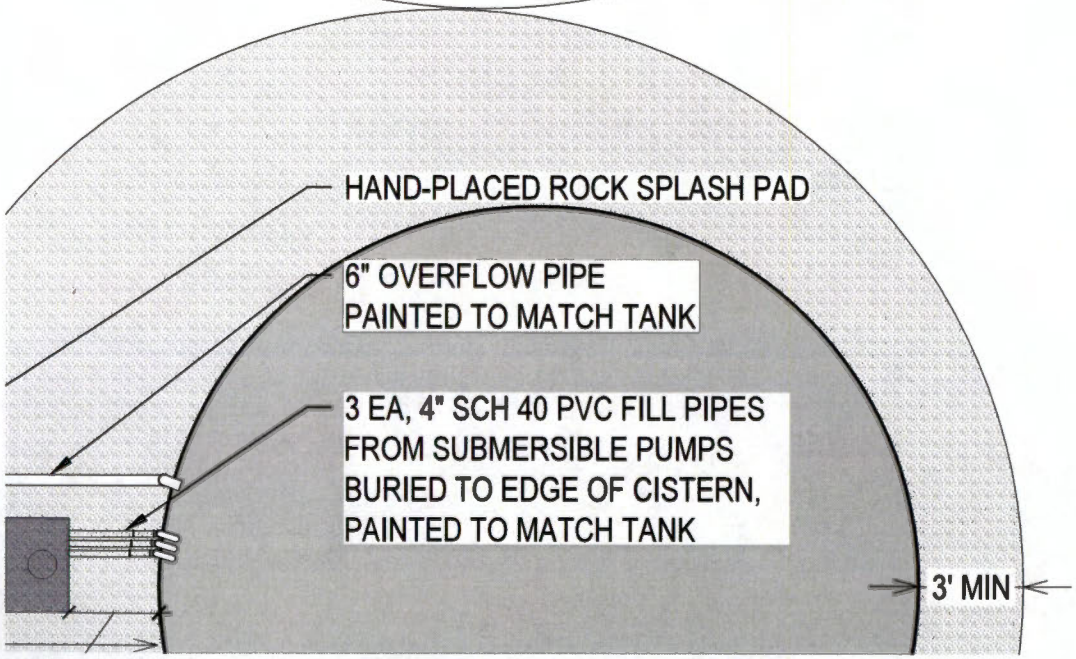
* Check with Sales Representative for availability

© ADS, Inc., October 2009



12" DIA OVERFLOW
OPENING FITTED WITH ST
SCREEN TO PREVENT ANI
ACCESS. SUPPOR
CONCRETE BLOCK WITH STI

HAND-PLACED ROCK SPL
PAD DRAINS NORTH TO SW
AND B

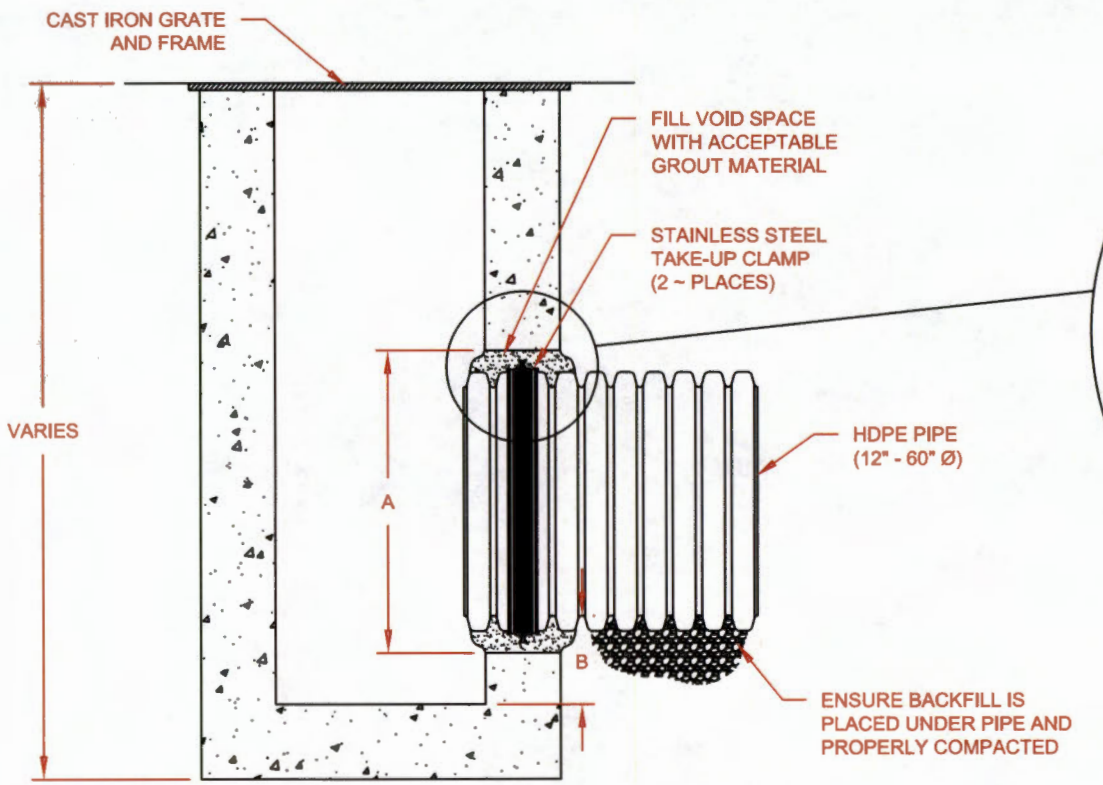


1250 GALLON HOLDING T

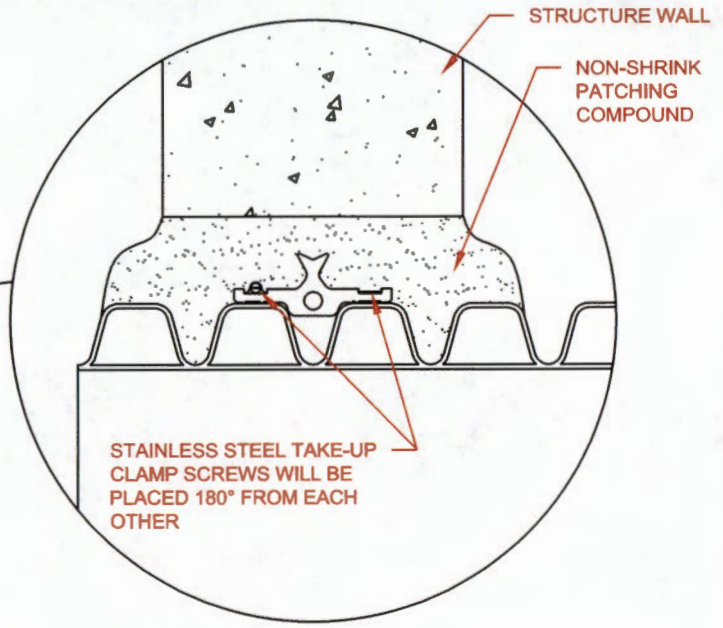
PARTI

CISTERN - WEST E

INSTALLATION VIEW



DETAILED CONNECTION VIEW



TYPE 3: WATERSTOP™ GASKET W/ CORRUGATED HDPE PIPE

INSTALLATION RECOMMENDATIONS ARE ALSO SPECIFIED IN INSTALLATION GUIDE 1.05: WATERSTOP INSTALLATION

PIPE SIZE (IN)	PIPE OD (IN)		"A" MIN. HOLE Ø (IN)	"B" MIN. DISTANCE PIPE INVERT TO STRUCUTRE INVERT (IN)	MANUFACTURER'S PRODUCT CODE
	A-PROFILE	H-PROFILE			
12	14.5	14.2	19.50	3.7	1202PS
15	17.6	17.8	23.00	4.0	1502PS
18	21.2	21.5	26.50	4.2	1802PS
24	27.8	28.4	33.25	4.5	2402PS
30	35.1	35.5	40.50	5.2	3002PS
36	41.1	41.4	47.00	5.5	3602PS
42	47.7	48.0	53.00	5.7	4202PS
48	53.6	54.0	59.00	5.7	4802PS
60	66.3	67.3	72.00	6.4	6002PS

REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D
1	UPDATED DRAWING	TJR	02/21/07	CKS

© 2007 ADS, INC.

ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

WATERSTOP STRUCTURE CONNECTION DETAIL

DRAWING NUMBER: STD-203

4640 TRUEMAN BLVD
HILLIARD, OHIO 43026
ADVANCED DRAINAGE SYSTEMS, INC.

DRAWN BY	CKS
DATE	10/10/06
CHK'D BY	
SCALE	NTS
SHEET	1 OF 1

DURAZO
CONSTRUCTION

4 September 2026

ATTN: MIKE NORMAND
City of Bisbee
915 S Tovreaville Rd
Bisbee, AZ 85603

RE: CAMP NACO HISTORIC BUILDING RESTORATION
COR#032 INSTALL DRINKING FOUNTAIN

Dear Mr. Normand,

There is a cost impact to modify our scope of work to install the drinking fountain North of A5. Please see the attached change order for a full description of work.

ITEM	DESCRIPTION	AMOUNT
1	General Conditions	$500.00
2	Install Drinking Fountain	$3,349.00
	Subtotal	$3,849.00
	Overhead (10%)	$385.00
	Profit (5%)	$212.00
	Sales Tax	$267.00
	Performance and Payment Bond	$118.00
	TOTAL CHANGE ORDER REQUEST #032	**$4,831.00**

EXCLUSIONS:

- Permits & Permit Fees
- Engineering
- Unforeseen Concealed Conditions
- Any Work not Mentioned in Proposal
- Off-Hours
- Material Cost Escalation

The scope of work outlined above will require that 5 *days be added* to the schedule. Please contact me if you have any questions or concerns.

Thank you,

ISAAC ALEGRIA
Project Manager
Durazo Construction Corporation

Bisbee Plumbing
22 W Highway 92, Bisbee, Arizona 85603 United States
(520) 367-3260
ROC 229768

Estimate 28778769
Job
Estimate Date 9/4/2026

Billing Address
Durazo Construction Inc
934 South 6th Avenue
Tucson, AZ 85701 USA

Job Address
Camp Naco
2118 West Newell Street
Naco, AZ 85620 USA

Estimate Details

Installation of new water fountain at A5

Task #	Description	Quantity	Your Price	Your Total
INSTALL	Pothole and locate the existing main water line south of A8 and north-west of A5. Excavate a trench from the main water line to the new water fountain location. Install a new 3/4" water line teeing from the existing water line, with a new 3/4" shut-off valve and valve box. Reduce the line after the shut-off to 1/2" and leave a stub-out for the new fountain connection. Excavate a trench for the drain line and dry well for the water fountain. Install geotextile fiber and gravel for the dry well. Backfill and compact all trenching. Install the customer-supplied water fountain.	1.00	$3,349.00	$3,349.00

Sub-Total	$3,349.00
Tax	$0.00
Total	$3,349.00

The summary above is furnished by Bisbee Plumbing LLC as a good faith proposal of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. In the event of any additional labor or materials being necessary, any changes in price shall be discussed and agreed upon prior to continuation of work. I understand that the final cost of the work may differ from the proposal, perhaps materially. I agree and authorize the work as summarized on these proposed terms, and I agree to pay the full amount for all work performed.

AGENDA ITEM NUMBER 12

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: September 9, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and possible approval of Change Order #35 with Durazo Construction.

FROM: Mike Normand, Construction Project Manager

RECOMMENDATION: Approve

PROPOSED MOTION: I move to approve Change Order 35 with Durazo Construction, in the total amount of $14,949.50

DISCUSSION

As rehabilitation work continues at Camp Naco, additional sidewalk improvements are proposed on the north side of Building A5 (former Officers' Club). Change Order #35 provides the additional concrete, labor, materials, and associated work necessary to extend the sidewalk in this area. The improvement will provide a more defined pedestrian connection around Building A5 and support improved accessibility and ADA-accessible circulation as the site is prepared for public use.

The change order will be funded through the State of Arizona ARPA grant for the rehabilitation of Camp Naco. Sufficient contingency funds remain available within the grant to cover this additional project scope.

FISCAL IMPACT: The total amount of $14,949.50 will be reimbursed by the State of Arizona Office of the Governor ARPA grant funds awarded for the rehabilitation of Camp Naco.

DEPARTMENT LINE-ITEM ACCOUNT: 19-45-92000

BALANCE IN LINE ITEM IF APPROVED: $827,312.25

Prepared by: M.E. Normand

Mike Normand
Construction Project Manager

Reviewed by: Ashlee Coronado

Ashlee Coronado
City Manager

DURAZO
CONSTRUCTION

9 September 2026

ATTN: MIKE NORMAND
City of Bisbee
915 S Tovreaville Rd
Bisbee, AZ 85603

RE: CAMP NACO HISTORIC BUILDING RESTORATION
COR#035 R1 SIDEWALK NORTH OF A5

Dear Mr. Normand,

There is a cost impact to modify our scope of work to complete additional work for the sidewalk North of A5. Please see the attached change order for a full description of work.

ITEM	DESCRIPTION	AMOUNT
1	General Conditions	$3,750.00
2	Phase 1 Credit	($9,400.00)
3	Sidewalk N of A5	$17,560.50
	Subtotal	$11,910.50
	Overhead (10%)	$1,192.00
	Profit (5%)	$656.00
	Sales Tax	$826.00
	Performance and Payment Bond	$365.00
	TOTAL CHANGE ORDER REQUEST #035 R1	**$14,949.50**

EXCLUSIONS:

- Permits & Permit Fees
- Engineering
- Unforeseen Concealed Conditions
- Any Work not Mentioned in Proposal
- Off-Hours
- Material Cost Escalation

The scope of work outlined above will require that 14 *days be added* to the schedule. Please contact me if you have any questions or concerns.

Thank you,

ISAAC ALEGRIA
Project Manager
Durazo Construction Corporation

Oden CONSTRUCTION Inc.

#ROC074848 | #ROC059555 | NM#ROC399495
P.O. BOX 42243
TUCSON, AZ 85733-2243
(520) 740-0607 Phone | (520) 740-0609 Fax
info.odenconstruction@gmail.com | odenconstruction@hotmail.com

CHANGE ORDER

CHG. ORDER # **38**
Date: **8/12/2026**

Durazo Construction
934 S. 6th Ave.
Tucson, Arizona 85701

JOBSITE:
Camp Naco Restoration

Building A-5

Description	Change Order Total
Additional Concrete at North Side of Building	
Tractor	$1,200.00
Labor	$6,288.00
Materials	$6,657.00
Per Diem (5 Days)	$1,125.00
Profit and Overhead	$2,290.50
Total	**$17,560.50**

Contract Duration *: This change order will extend the substantial completion date by 5 day, not including additional delays for materials with long lead times.*

The above prices and specifications of this change order are satisfactory and are hereby accepted.

_____ on _____

Signature *Date*

All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

AGENDA ITEM NUMBER 13

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒Regular ☐Special

DATE ACTION SUBMITTED: September 9, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and possible approval of a contract with CEI to provide third party inspection services for construction of the Bisbee Bikeways Lavender Pit East Segment shared-use path.

FROM: Mike Normand, Construction Project Manager

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve the contract with CEI to provide third party inspection services for construction of the Bisbee Bikeways Lavender Pit East Segment shared-use path in the amount of $218,854.80.

DISCUSSION:

In July, the City awarded a contract to Granite Construction to build the 1.3-mile Lavendar Pit East Segment shared use path. Notice to Proceed was issued August 3. The path will be constructed within ADOT right-of-way on Hwy 80 requiring approval of an encroachment permit from ADOT. One of the conditions of permit approval is that the City engage a qualified, independent, third-party inspection firm to oversee the work performed by Granite to reconfigure the 1.3-mile section of four lane highway into three lanes with the shared-use path.

Because the City is under a tight timeline to move forward with construction of the shared-use path, an expedited consultant selection process was needed. The City of Bisbee is a participating agency in the City of Tucson's Cooperative Contracting Program. There are several engineering/construction inspection firms available under the Tucson contract. CEI was selected for this project based on the firm's experience with construction projects in ADOT right-of-way. The attached contract with CEI utilizes the City of Tucson's previously negotiated and approved contract rates for Chief Inspector and Resident Engineer.

FISCAL IMPACT: $218,854.80

DEPARTMENT LINE-ITEM ACCOUNT: 11-40-22514

BALANCE IN LINE ITEM IF APPROVED: $3,278,305.63

Prepared by: Mike Normand
Mike Normand (Sep 9, 2026 12:39:48 PDT)
Mike Normand,
Construction Project Manager

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Manager

September 8, 2026

Mike Normand
City of Bisbee
915 S Tovreaville Road
Bisbee, AZ 85603
Office: 520.432.9031
Email: mnormand@bisbeeaz.gov

RE: ADOT Right of Way Permit – Construction Inspection Services
SR-80 Old Bisbee to Erie Street
Cost Estimate

Dear Mr. Normand,

Consultant Engineering, Inc. (CEI) appreciates the opportunity to provide third party Resident Engineer and Inspection services to assist the City of Bisbee with the SR-80 Old Bisbee to Erie Street project. We are pleased to submit the attached fee proposal for the project, which is based on an estimated overall duration of 105 working days.

CEI offers our team's services to the City of Bisbee through the Strategic Alliance for Volume Expenditures (S.A.V.E.), utilizing City of Tucson Contract No. 24061-08, which I have provided separately. We are holding our billing rates to the same rates in use on that contract. The Project Supervisor rate is being utilized as a Chief Inspector, which corresponds to the Chief Inspector level which ADOT requires for third party permit inspection. The contract allows for the addition of travel expenses for projects outside of the Tucson area, and thus we have added a reasonable travel charge to account for our Chief Inspector traveling from the Tucson area to Bisbee daily.

I have also attached resumes for the proposed Chief Inspector and Resident Engineer for this project, both of which are highly qualified and experienced in ADOT construction management and inspection.

CEI looks forward to working with you on this project. If you have any questions or require additional information, please feel free to contact me at 520-400-6933 or cpage@cei-az.com.

If you have any questions, please don't hesitate to contact us. Thank you again for this opportunity to be of service.

Sincerely,
CONSULTANT ENGINEERING, INC.

Chris Page, P.E.
Principal

Technical Permit Inspection Personnel
SCOPE OF WORK
Arizona Department of Transportation
SR-80 Old Bisbee to Erie St
Right of Way Construction Inspection
September 9, 2026

Consultant Engineering, Inc. will provide the services of Project Supervisor (Chief Inspector), Resident Engineer, as a consultant to: The City of Bisbee, to inspect the Arizona Department of Transportation permit for construction of work on:

SR-80 Old Bisbee to Erie St

CEI will perform all highway construction inspection required to meet ADOT's permit requirements. These services are for ADOT level QA inspection, Resident Engineering, close out documentation and project certification only. These service do not cover any materials sampling, testing, or design services. Services are based on the hourly rares shown on our Rate Summary, which are unchanged from the City of Tucson On-Call Civil Engineering Services contract (Contract #24061-08) through the S.A.V.E. program. Materials testing to be supplied by others. The total number of hours and final cost is highly dependent on the duration of schedule and the Contractor's daily activities. ADOT requires that the third party inspector be present at any time the contractor is working in the ADOT ROW. Any overtime for the field inspector will be billed as straight time (at the standard hourly rate), and will also be dependent on the contractor's hours and work plan.

INSPECTION COST ESTIMATE
UNIT PRICE ESTIMATE
SR-80 Old Bisbee to Erie St.
ADOT RIGHT OF WAY CONSTRUCTION SERVICES
September 9, 2026

Estimate based on 105 contractor work days Civil Inspection at 6 hours per day
Plus 2 hours of drive time per day (fixed at 2 hours per day when travel from Tucson occurs)

This is an estimate only and final billing may be above or below the shown estimate dependent on contractors working time. Should time exceed estimate, Project Manager will contact client for approval.

The rates below are from City of Tucson Contract 240061-08 On-Call Civil Engineering Services

WORK ITEMS

Inspection and Support @ est. contractor related hours:

Project Supervisor (Chief Inspector)	105	days	x	6	hrs/day	=	630 hours
Travel Time (Chief Inspector Only)	105	days	x	2	hrs/day	=	210 hours
Resident Engineer	23	weeks	x	10	hr/wk	=	230 hours

COST SUMMARY

Position	Est. Contractor related time	*Est. Proj. prep & closeout hrs	Total Estimated Time		Hourly Rate		Total Estimated Cost
Project Supervisor (Chief Inspector)	630	40	670	@	$165.24 /hour	=	$110,710.80
Travel Time (Chief Inspector Only)	210	0	210	@	$165.24 /hour	=	$34,700.40
Resident Engineer	230	40	270	@	$213.68 /hour	=	$57,693.60

* Time to prepare, preconstruction meeting, final walkthrough.

Sub Total (labor)						$203,104.80
Travel Charge (to cover mileage or lodging)		105 days	@	$150.00	/day	$15,750.00
Total Estimated Cost						**$218,854.80**

Ken Budge
Mayor, City of Bisbee

DATE

Chris Page, P.E.
Principal

9/9/2026
DATE

Permit Inspection Personnel

RATE SUMMARY

Arizona Department of Transportation
SR-80 Old Bisbee to Erie St
Right of Way Construction Inspection
September 9, 2026

Classification	Specific Billing Rate	*Specific Overtime Rate
Project Supervisor (Chief Inspector)	$165.24	N/A
Resident Engineer	$213.68	N/A

Direct Expenses: (Unit Rates)

Miscellaneous Supplies	Included in rates
Scope	Inspection only
Laboratory Testing	Provided by others

All costs are due within 30 days of Billing.

Hours in excess for 40 hours will be billed as straight time.

Ken Budge
Mayor, City of Bisbee

Date

Chris Page, P.E.
Principal

9/9/2026

Date

CITY OF TUCSON

Contract No. 240161-08

On-Call Civil Engineering Services

Consultant Engineering, Inc.

Group 2 – Construction Management and Administration Services

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6. RFQ #240161
7. FTA & HUD
8. Insurance

1. Letter of Concurrence

Leticia Riesgo
Senior Contract Officer
(520) 837-4138
Leticia.Riesgo@tucsonaz.gov

May 9, 2025

Sent this day via email: cpage@cei-az.com

Chris Page, PE, Contract Manager
Consultant Engineering, Inc.
3161 E. 47th Street
Tucson, AZ 85713

RE: RFQ No. 240161, On-Call Civil Engineering Services
Request for Concurrence on Negotiated Items

Dear Mr. Page:

This letter serves as a request for concurrence that the attached documentation is agreed upon for the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, Consultant Engineering, Inc. must specify such in a written response to this request.

The following agreement has been made between the City of Tucson and Consultant Engineering, Inc. regarding Request for Qualifications No. 240161 and is reflected in the following documents:

1. City of Tucson's Intent to Negotiate Letter dated September 18, 2024 (3 pages)
2. The Contract consists of the following documents which are listed in order of precedence:
    a. Revised Fee Estimate Summaries for Consultant Engineering, Inc., dated April 18, 2025 and SAMA, dated April 18, 2025 (2 pages)
    b. Original response to RFQ 240161 submitted by Consultant Engineering, Inc.
    c. RFQ 240161

Please submit a written response providing your firm's concurrence at your earliest convenience via email to me at Leticia.Riesgo@tucsonaz.gov. If you should have any questions, please call me at (520) 837-4138.

CITY OF TUCSON:

Leticia Riesgo 5/9/2025
Authorized Signature Date

Leticia Riesgo
Printed Name

CONSULTANT ENGINEERING, INC.:

5/12/2025
Authorized Signature Date

Barry Brown, Principal
Printed Name

Cc: Contract File No. 240161

2. Consultant Engineering's Response to Intent to Negotiate/Fee Estimate Summary

PROJECT: City of Tucson On Call Professional Sercvices CM&A
PREPARED BY: Consultant Engineering, Inc.
EFFECTIVE DATE: TBD
CONTRACT TIME: TBD

DATE: 04/18/25
CONTRACT NUMBER:
PRIME CONTRACTOR:

			A	B	C	D
ITEM NO.	FIRM	Discipline	Direct Labor Rate	Overhead	Profit	Loaded Billing Rate
				159.00%	10%	
1	Consultant Engineering, Inc.	Principal	$ 110.00	$ 174.90	$ 28.49	$ 313.39
2	Consultant Engineering, Inc.	Project Manager	$ 90.00	$ 143.10	$ 23.31	$ 256.41
3	Consultant Engineering, Inc.	Senior Resident Engineer	$ 90.00	$ 143.10	$ 23.31	$ 256.41
7	Consultant Engineering, Inc.	Resident Engineer	$ 75.00	$ 119.25	$ 19.43	$ 213.68
8	Consultant Engineering, Inc.	Engineer	$ 65.00	$ 103.35	$ 16.84	$ 185.19
10	Consultant Engineering, Inc.	Project Supervisor	$ 58.00	$ 92.22	$ 15.02	$ 165.24
13	Consultant Engineering, Inc.	Clerical/Admin	$ 44.00	$ 69.96	$ 11.40	$ 125.36

FORMULAS
(A) Direct Labor Rate (DLR)
(B) Overhead @ 159 % X (A)
(C) Profit@ 10 % X (A+B)
(D) Billing Rate (A+B+C)
NOTES
1. DLR includes 5% escalation for first year. Escalation for future years allowed only with prior approval from the City.
2. Overhead includes all direct costs, i.e. vehicles, phones, laptops, office supplies, safety equipment.
3. All professional staff listed above are exempt from overtime.

PROJECT: City of Tucson On Call Professional Sercvices CM&A
PREPARED BY: SAMA
EFFECTIVE DATE: TBD
CONTRACT TIME: TBD

DATE: 04/18/25
CONTRACT NUMBER:
PRIME CONTRACTOR:

			A	B	C	D
ITEM NO.	FIRM	Discipline	Direct Labor Rate	Overhead	Profit	Loaded Billing Rate
				156.18%	10%	
1	SAMA	Senior Resident Engineer	$ 101.12	$ 157.93	$ 25.90	$ 284.95
2	SAMA	Resident Engineer	$ 95.00	$ 148.37	$ 24.34	$ 267.71
3	SAMA	Engineer	$ 90.00	$ 140.56	$ 23.06	$ 253.62
4				$ -	$ -	$ -
5				$ -	$ -	$ -
6				$ -	$ -	$ -
7				$ -	$ -	$ -
8				$ -	$ -	$ -

FORMULAS
(A) Direct Labor Rate (DLR)
(B) Overhead @ 156.18 % X (A)
(C) Profit@ 10 % X (A+B)
(D) Billing Rate (A+B+C)
NOTES
1. DLR includes 5% escalation for first year. Escalation for future years allowed only with prior approval from the City.
2. Overhead includes all direct costs, i.e. vehicles, phones, laptops, office supplies, safety equipment.
3. All professional staff listed above are exempt from overtime.

3. City's Request for Intent to Negotiate

Leticia Riesgo
Senior Contract Officer
(520) 837-4138
Leticia.Riesgo@tucsonaz.gov

September 18, 2024

Sent this day via email: bbrown@cei-az.com

Barry Brown, PE, Principal/Senior Resident Engineer
Consultant Engineering, Inc.
3161 E. 47th Street
Tucson, AZ 85713

RE: RFQ No. 240161, On-Call Civil Engineering Services
Notice of Intent to Negotiate

Dear Mr. Brown:

Congratulations! The City of Tucson has completed the evaluation of submittals received in response to the above-referenced solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter contract negotiations for **Group 2**.

Please submit proposed hourly rates for your firm and all sub-consultants via email to me at Leticia.Riesgo@tucsonaz.gov by **end of day Monday, September 30, 2024.**

To help the City effectively categorize and monitor consultant rates, fee summaries shall be completed using only those Discipline Categories listed on the enclosed sheets. We have also listed common titles that would fall into a particular discipline to help you complete the summary.

All proposed overhead percentages must be substantiated by an audit statement prepared in accordance with the Federal Acquisition Regulations Part 31. Should your firm or any subcontractors not have the required audits, you may submit a financial statement with the required components of overhead for the City's review.

Please do not hesitate to contact me with any questions.

Sincerely,

Leticia Riesgo
Senior Contract Officer

Cc: Contract File No. 240161

FEE ESTIMATE SUMMARY

DATE: _____

PROJECT: **On-Call Civil Engineering Services – Group 2 (Construction Mgmt and Admin Services)**

PREPARED BY: _____ CONTRACT NUMBER: **240161**

EFFECTIVE DATE: _____ PRIME CONTRACTOR: _____

CONTRACT TIME: _____ CONTRACT TYPE: _____

			A	B	C	D
ITEM NO.	FIRM	Discipline	Direct Labor Rate	Overhead _____%	Profit _____%	Billing Rate
1						
2						
3						
4						
5						
6						
7						
8						

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

(C) Profit @ _____ % X (A + B)

(D) Billing Rate (A+B+C)

Use only the discipline categories listed here when completing the fee summaries for prime and subconsultants.

Discipline Category	
Principal	Principal Architect, Principal Engineer, President, Vice President, Managing Principal, Principal In Charge, Specialized Consultant
Project Manager	Project Principal, Principal Project Manager, Project Manager, Senior Project Manager, Project Director, Sr. Project Director, Project Administrator, Account Manager, Office Manager
Senior A/E	Project Architect, Project Engineer, Sr. Project Engineer/Architect, Sr. Engineer/Architect, Project Landscape Architect
A/E	Architect, Engineer, Engineering Consultant, Staff Engineer, Registered Land Surveyor, Landscape Architect, Field Engineer
Designer	Senior Designer, Engineering Designer, Design Engineer, Landscape Designer, Design Tech
CADD	CADD Designer, CADD Technician, CAD Operator, AutoCAD, Drafter, Senior Drafter, Junior Drafter, Draftsperson, Drafting Technician
Prof Level IV	Principal Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Principal Planner, Principal Scientist
Prof Level III	Senior Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Survey Manager, Survey Chief, Environmental Specialist, Estimator, Senior Planner, Accountant II
Prof Level II	Scientist I (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Planner, Survey Supervisor, Field Supervisor, Inspector, GPS, GIS, Engineering Aide, Accountant I, Project Coordinator
Prof Level I	Field Tech, Field Staff, Lab Tech, Intern, Project Assistant
Clerical/Admin	Clerical Staff, Word Processor, Administrator, Administrative Assistant, Support Staff
Survey Crew- 3 Man	
Survey Crew- 2 Man	

4. Offer & Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendums in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

Consultant Engineering, Inc.
Company Name

3161 East 47th Street
Address

Tucson, Arizona 85713
City State Zip

Signature of Person Authorized to Sign

Printed Name

Principal/Senior Resident Engineer
Title

For clarification of this offer, contact:

Name: Barry Brown, PE

Title: Principal/Senior Resident Engineer

Phone: 602.885.9898

Fax: 602.866.5085

E-mail: bbrown@cei-az.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 240161-08. Group 2

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 3rd day of July 20 25

for
As Tucson City Attorney and not personally

Awarded:

This 4th day of June 20 25

for
As Director of Business Services and not personally

5. Consultant Engineering's Response to RFQ #240161

CITY OF TUCSON

ON-CALL CIVIL ENGINEERING SERVICES

RFQ No. 240161

Group 2 – Construction Management and Administration Services





Prepared by:

Consultant Engineering, Inc.

3161 East 47th Street
Tucson, Arizona 85713
Tel: 602.866.5090

Due Date:

5/20/2024

Due Time:

2:00 PM Local AZ Time



Houghton Road Bridges over UPRR

1. FIRM EXPERIENCE ON SIMILAR PROJECTS

The Consultant should describe the firm's experiences in dealing with the various aspects that will be involved with these services. Special attention will be paid to those with experience on City of Tucson engineering projects. | Identify the type and location of similar work performed which characterizes the work quality. List specific references that may be contacted. | How does the experience identified above relate to the services?

Experience of the Prime Firm

Consultant Engineering, Inc. (CEI) is a Phoenix-based consulting firm that was established in 1996 to specialize in providing clients with Project Management (PM), Construction Management (CM), and Construction Administration and Inspection (CA&I) services. Complementing these services is our in-house cost estimating and construction schedule review capabilities as well as our right-of-way (ROW) services.

CEI is Arizona's largest locally owned CM firm, specializing in heavy civil and facilities construction. Our staff of 167 includes 129 professionals in our Construction Services Division alone! Our team is comprised of Resident Engineers (RE–licensed AZ professional engineers), Project Managers (PMs), Construction Managers (CMs), Project Supervisors, varying levels of civil, structural, electrical, landscape, and building inspectors, material coordinators, estimators, schedulers, and field office technicians. Our staff have worked on projects delivered by P3, design-bid-build (D-B-B), design-build (D-B), construction manager at risk (CMAR), and job order contracting (JOC) methods.

CEI has held previous on-call contracts with the City of Tucson (City) including the City's current On-Call Construction Surveillance Services contract and Davis Bacon and Related Acts Support Services contract and look forward to continuing our relationship with the City on this contract. CEI is your "one-stop-shop" for all CMAS tasks under this contract to handle the construction projects less than a $1 Million regardless of whether they are using Federal Funds, Regional Transportation Authority (RTA) funding, or combination of other funding sources. Our staff has experience with all types of funding sources which leads to various compliance documentation requirements for the owner. Our recent Labor Compliance Contract with the City uses HUD funding.

Group 2 – Construction Management and Administration Services (CMAS)

In reviewing the conditions noted in the RFQ Section C.3, expected services consist of performing construction oversight, cost estimating, constructibility reviews, and general construction administration. Our assigned CEI Resident Engineers (REs) will at a minimum handle the following duties for the City as we have performed in the past on multiple projects:

Constructibility Reviews and Quantity Take-Offs: Prior to commencing construction and when feasible and as directed by the City, CEI's RE will conduct a thorough review of the contract documents for potential issues or quantity variances to avoid these challenges during construction.

Partnering and Pre-Construction Meetings: By involving all the stakeholders of the project early on, the Partnering and pre-construction meetings provide a forum for individuals to express their concerns and issues while beginning to construct a foundation for the relationships during construction. We are committed to helping the contractor construct the project in the most efficient manner possible while recognizing that relationships are bound by the contracts and expectations of the City. CEI will work with the City and the contractor to organize and conduct the Partnering and pre-construction meeting(s) prior to the start of work. We will also establish an issue resolution process to be used during the project's duration.

Documentation, Submittals, and Tracking: All documents will be prepared in compliance with City and federally funded project requirements based on current directions to our assigned RE or others assisting the City. Our documentation will follow established criteria utilizing forms, photos, drawings, measurements, and calculations to verify the contractor's performance and compliance to the specifications. The City has high expectations

for reporting and contract documentation. Our REs will ensure that final closeout is straight forward due to the record keeping which has been maintained during the construction phase.

Whether City or CEI inspectors are preparing the detailed daily reports of their inspection activities, our RE will review and ensure they aren't accepted until any errors or clarifications are resolved. These reports will contain completed pay item quantities, a description of work activities, equipment, labor crews, material delivery records, sampling, testing that was conducted, and environmental permit inspection records (i.e. SWPPP and other unique specific project compliance requirements). The quantities will be compiled, checked, and confirmed on a weekly basis by our RE and discussed with the contractor prior to preparing the pay request for monthly payment invoices.

Our RE will lead the review/approval process of logging all submittals and tracking them during the review process and provide responses to the contractor. The Tracking Log will be generated and kept updated to track project submittals during the review process which will also include request for information (RFIs), field directives, non-compliant work reports, quantities over- and under-runs, etc. so the progress status can be monitored to keep these items from delaying the project. This will keep the contractor's work progressing and the City informed.

Our RE will be responsible for overseeing the as-built plan preparation and will keep them current. The redline additions will be verified with the contractor on a weekly basis. All project records will be maintained under the direction of our assigned RE for review by City staff, and ultimately stored at the City and available for audits. Pre-construction video/photos documenting all facilities within the project limits will be prepared under the direction of our RE for use in determining the existing pre-construction conditions and location of any subsequent disputed work items or areas that have been damaged.

Weekly Progress and Pre-Activity Meetings: Our REs will facilitate and conduct weekly progress meetings to maintain an open line of communication with the contractor and all other stakeholders. Our REs will prepare and distribute the meeting agendas with current issues and distribute to all attendees prior to the meeting. The meetings will review the contractor's progress, submittals, construction issues, upcoming three-week schedule, traffic control, utility relocations, work progress by others, public relations issues, and safety.

Prior to beginning new major operations (paving, traffic pattern changes, subsurface utility crossings, or work at intersections), they will have a separate pre-activity meeting that the RE will conduct as well. These meetings will be specifically focused on the upcoming operation to ensure that the contractor, subcontractors, inspectors, testing personnel, impacted stakeholders, and the City are all informed and understand the work activity, process, expectations, and roles. Minutes will be prepared for



both the weekly progress and pre-activity meetings by our RE who is responsible for contract compliance and distributed in a timely manner to all attendees, impacted parties, and key stakeholders.

Daily Inspection Reports: Our assigned RE will begin each project by meeting with the inspection team to train, teach, guide, and then review all inspection reports, reporting forms, change orders additions or deletions, and processing of paperwork on each project assignment. The computer software used by the inspectors will be able to document everything digitally and recorded to accurately document all construction-related activities. Each report shall include activity for contract items, as well as change order work (if any). The location of work, contractor, or subcontractor forces present on-site, equipment, work hours, description of the work, quantities of work completed and/or in progress, problems or deficiencies, and significant discussions related to the construction operations will be included in the daily reports. The RE then can file all records electronically for future use and reference.

Photo Documentation: Our RE will maintain photos of the existing site conditions as well as current construction operations to document progress and create an as-built photo log. However, the inspectors on their daily reports will attach specific photos to better describe issues or job progress which will be verified by our RE.

Contract Compliance: Our RE will work with the project team members to verify contractor compliance with project plans, special provisions, addenda, specifications (including any recent plan revisions due to RFIs), environmental requirements, traffic control, as well as address any pertinent issues related to the contractor's operations. Our inspectors will submit reports of non-conformance work to the RE in a timely manner and follow-up for corrective action. However, the key elements to be addressed will be discussed between our RE and the City Monitor, especially regarding cost and schedule issues for clarification on direction provided to the contractor.

Safety: A primary concern and focus for each construction project that is administered by CEI, is safety. Our REs approach will include, at a minimum, attendance at the contractor's daily or weekly safety toolbox meetings. Safety practices will include but not be limited to safety equipment/personal protection equipment (including following Centers for Disease Control [CDC] guidelines), night work reflective vests, require the contractor to maintain first-aid stations at all times, ensure certification of flaggers, blue-staking prior to excavation, full compliance with Occupational Safety and Health Administration (OSHA) regulations, off-duty police officers (when necessary) for traffic control, posting all applicable emergency phone numbers and nearest hospital address, etc.. Our RE may have separate safety meetings depending on the contractor's joint Safety Meetings topics regarding concerns on specific work activities. There will be follow-up discussions at the weekly progress meetings as well as the separate pre-activity meetings to proactively address any potential concerns such as reviewing the Safety Data Sheets (SDS) for known chemical health issues and how to protect the work force.

Claims Avoidance and Dispute Resolution: Our RE will work and communicate closely with the contractor to build trust, partnership, a teamwork environment, and facilitate the contractor's progress and needs while maintaining full compliance with the project requirements and specifications. At the pre-construction meeting, our RE will facilitate a discussion with the contractor regarding issue resolution and establish a mutually acceptable issue escalation ladder that identifies how issues will be addressed in a timely manner and formally reviewed at each level. For most issues, those involved with the disagreement are typically at the field level between the inspection team and the contractor's foreman/superintendent. These individuals are included in the process to provide background and perspective on the issue. If the issue cannot be resolved or mutually agreed upon, the issue is escalated to a higher authority level until the issue is resolved to the satisfaction of all parties while maintaining a time schedule for each level.

Project Close-Out: Our REs know that project close-out starts on the first day of the contract work, and that quality and accurate close-out records start at the time they are prepared, reviewed, and filed. Our REs, prior to substantial completion and at the request of the contractor, will perform a walk-through of the job site with the contractor and any relevant stakeholders, and prepare a punch-list of incomplete, non-conforming, and damaged work. Upon substantial completion, the CEI RE will inform the City in writing that the project is within reasonably close conformance to the plans and specifications. At the completion and correction of the deficiencies included in the punch-list and based on a final inspection by our RE and other stakeholders, a second recommendation will be made to the City for final completion.

The contractor must provide CEI's RE with the warranties, applicable operation and maintenance manuals (if required), and other documents prior to final acceptance of the project and processing of the final estimate and release of retention. CEI's RE will prepare and verify the as-built record drawings. All project records will be delivered to the City in electronic format at project close-out.

Storm Water Pollution Prevention Plan (SWPPP): A SWPPP and dust control prevention are environmental considerations for all projects in Pima County. Prior to construction and before disturbing any dirt, our SWPPP Specialist or RE will ensure that the SWPPP compliance plan is submitted by the contractor including all Best Management Practices (BMP), and Notice of Intent (NOI) submitted to the Arizona Department of Environmental Quality (ADEQ). Strict compliance by the contractor to the approved SWPPP will be closely monitored and enforced. CEI's RE will ensure the following measures are implemented throughout the construction period:

- **Housekeeping:** Daily sweeping of the roadway, spillage containment areas, and a clean construction site free of debris and trash. Designate concrete wash-out areas.
- **Dust Abatement:** Regularly spray water to control dust during grading/earthwork operations.
- **Sediment Tracking Control:** Use stabilized entrances/exits within construction zones and contractor's yard ingress and egress.
- **Slope Stabilization:** Slopes are to be adequately graded and covered with fiber roll/compost socks, wattles, sediment logs or check dams.



Construction oversight on the City's Downtown Links project.



Earth moving on the City's Downtown Links project.

- **Water Pollution:** Protect inlets, catch basins, etc. with sandbags, silt fences, and/or earth dikes.
- **Containment:** Use sand beds under oil, chemical containers, and stored equipment to contain pollution from spills.

All periodic pre- and post-storm SWPPP inspections will be implemented and filed per the NOI requirements. At the end of the project, CEI's RE will make sure that the contractor submits the Notice of Termination with ADEQ. All SWPPP documentation will be filed in a timely manner and in compliance with the requirements of federally funded projects in case of any federal audits.

Cost Estimating Services: CEI's capabilities in cost estimating services range from our REs reviewing design engineers' estimates prior to bid, reviewing CMARs' GMPs, to reviewing and approving change order requests during construction. CEI's REs utilize RS Means Construction Cost Estimating and Equipment Watch Rental Rate Blue Book to review material costs, labor, and equipment rates and other factors to ensure they are in accordance with current industry and federal guidelines. We also perform comparisons of the engineers' estimates with contractors' estimates, overhead and profit factors, review construction phasing, critical paths, and contingency items.

On larger and more complex projects, our Chief Estimator, **Dan Ross** will assist our REs and provide an in-depth independent estimate and construction schedule review and analysis.

Independent Cost Estimating (ICE) Services: On more complex and time sensitive independent cost estimates we have added a subconsultant to our team, **Rider Levett Bucknall (RLB).** RLB can provide any ICE services that the City may require. RLB's cost control service is equally effective and relevant irrespective of the procurement approach chosen for the project, whether it is D-B-B, CMAR, or D-B. They continually perform alternative cost studies and cost control throughout all project phases, including the change order process. RLB also undertakes special market surveys and construction-cost studies to explore factors that can influence project constructibility, including local cost and construction data.

Value Engineering (VE): The VE Analysis is dependent on many factors since the construction personnel are not aware of the constraints that were imposed during the design process. However, there are times when the contractor comes up with an alternate solution which can generate cost savings that our REs can review in collaboration with our estimators to assist in the verification of the savings and feasibility.

Critical Path Method (CPM) Scheduling Analysis: CEI's capabilities in project CPM scheduling analysis services is a great resource for the City and our REs in reviewing the contractor's construction schedule. CEI has a Master Primavera P6 Scheduler, **Dan Ross** to assist in reviewing the construction baseline schedule and the associated monthly updates. This will ensure that the contractor follows the logic based on the original schedule and how issues affect the baseline schedule, and if the impacts are compensable or non-compensable based on the critical path and associated activities with zero to 10 days of float. *Dan assisted the City in reviewing claims on Houghton Road and the Downtown Links Construction Schedules.*



Utility work on the Downtown Links project.

Similar Project Experience

CEI is very familiar with servicing on-call CA&I contracts. CEI started by providing resident engineers, engineers, project managers, surveyors, and inspectors to augment our clients' in-house needs and field staff to help them successfully build their projects. This section focuses on our experience as it pertains to our CA&I services for transportation, utilities, drainage, major and minor structures, roadways, flood control, and landscape projects. Although this is far from a complete list, we have selected several successful or nearly completed projects that best represent CEI and our proposed Key Team members' experience.



TUCSON DOWNTOWN LINKS PHASE III: 6TH STREET UNDERPASS TO BROADWAY BOULEVARD, TUCSON, AZ

The Downtown Links Phase III: 6th Street Underpass to Broadway Boulevard project is a 1.5-mile-long multi-modal roadway corridor which will provide a linkage between the Barraza-Aviation Parkway / Broadway Boulevard intersection and Interstate 10 (I-10), adjacent to the UPRR. This connection is intended to provide improved access and connections for pedestrians, bicyclists, and motorists; as well as new and safer underpasses/overpasses, railroad crossings, drainage improvements, multi-use paths, improved sidewalks and bike lanes, and public art. Key project features include four vehicular lanes with medians and turn lanes; on-street bike lanes, sidewalks, and a separate multi-use path. Major drainage improvements include a new Tucson Arroyo box culvert; 6th Street underpass at the UPRR; four rail crossing upgrades to establish Quiet Zone eligibility (Main, 5th Street, 9th Avenue, and 7th Avenue); Maclovio Barraza Parkway overpass at 6th Avenue; 9th Avenue deck plaza with public space, landscaping, and art; native desert landscaping and passive water harvesting; and public art (6+ artists were selected for this project).

Project Details

Owner/Reference: City of Tucson, David Burbank, PE, Project Manager, 520.837.6619, david.burbank@tucsonaz.gov

Dates: 12/2017 – 03/2025

Original/Final Contract Amount: $3.36M / ~$5.40M

How it Relates: City of Tucson project with a CEI Resident Engineer, Construction Scheduler, inspectors, office manager, and testing subconsultant on a $70M CMAR Contract with utilities, drainage, major & minor structures, landscaping. This is an extremely challenging project which CEI has assisted the City to oversee the Construction Management and Administration dealing with multiple utility issues, public relations, traffic control management, coordinating with the UPRR, coordination with the designer and others to make resolve issues over the past several years from when it started as a Design-Bid-Build and was changed to a CMAR. CEI dealt with constructibility reviews during the design and redesign stages and continued with construction oversight.

Staff: Barry Brown – Project Manager; Steve Pageau – Senior Resident Engineer; Brooks Keenan – Field Engineer (Structures); Bruce Horness – Field Supervisor; Dan Ross – Construction Scheduler; Denise Fair – Office Administrator



HOUGHTON ROAD BRIDGES OVER UPRR, MULTI-USE PATH, AND ROADWAY WIDENING, TUCSON, AZ

CEI was selected by the City to serve as the prime consultant for CA&I services for the construction of the Houghton Road Bridges and Roadway Improvement project located in East Tucson. This is one of nine projects in the Houghton Road Corridor revitalization plan and was funded by the City of Tucson and the FHWA. The project involved the construction of two new bridges over the UPRR, adjoining roadway modifications, and a new multi-use path. The new AASHTO Type VI modified concrete girder bridges replaced a single bridge that was constructed in 1962. The bridges are 350 feet long, 3 spans with a 133-foot center span. They were constructed over two existing UPRR tracks and constructed wide enough to accommodate two additional future tracks. The northbound structure included a multi-use path on the east side of the bridge tying into the recreational intention of the Corridor improvements and natural desert landscaping. Adjoining roadways on the north and south ends of the bridges were also improved, particularly on the south end to tie into future Houghton Road Corridor construction. CEI provided a Sr. Resident Engineer, Field Office Manager, and field inspectors, including a field tester from a local DBE firm to help meet the project's DBE goal. CEI utilized a material testing subconsultant to provide Materials Quality Assurance services as well.

Project Details

Owner/Reference: City of Tucson, Austin Wesnitzer, PE, Engineering Project Manager, 520.837.6614, austin.wesnitzer@tucsonaz.gov

Dates: 01/2017 – 8/2019

Original/Final Contract Amount: $1.26M / $1.69M

How it Relates: Full-service CA&I, materials coordination, and materials testing for the City of Tucson utilizing Federal Funds and Wage Decision Criteria and DBE Compliance. Assisted in the audits performed by ADOT for meeting the compliance criteria for an LPA. Worked with the City on a $5M claim submitted by the contractor in which the City using documentation provided by the SRE and CA Team resulted in the City being taken to court and achieving no compensation judgment in the City's favor from the court.

Staff: Steve Pageau – Project Manager; Barry Brown – Senior Resident Engineer; Bruce Horness – Chief Inspector; Dan Ross – Estimator/Scheduler





NORTHERN PARKWAY FRONTAGE ROADS AND BRIDGES, MARICOPA COUNTY, AZ

CEI provided CA&I services for construction of new eastbound and westbound frontage roads and two new bridges over the Agua Fria River from Dysart Road to 111th Avenue, approximately 3.5 miles. This $44M federally funded project, administered by the Maricopa County Department of Transportation (MCDOT) and intergovernmental agreements (IGA) with the cities of Glendale, El Mirage and Peoria, will provide accessibility to commercial and residential developments north and south of the future new Northern Parkway alignment. The existing east/west Northern Avenue alignment was reconstructed into the new westbound frontage road. The eastbound frontage road was constructed as a new alignment in virgin desert south of the existing Northern Avenue alignment. Two new bridges were constructed over the Agua Fria River (west of El Mirage Road) along with intersection improvements at Dysart and El Mirage Roads. This project is one of many programmed in this new urban highway corridor ($615M total program) located in the West Valley of the Phoenix Metropolitan area.

Project Details

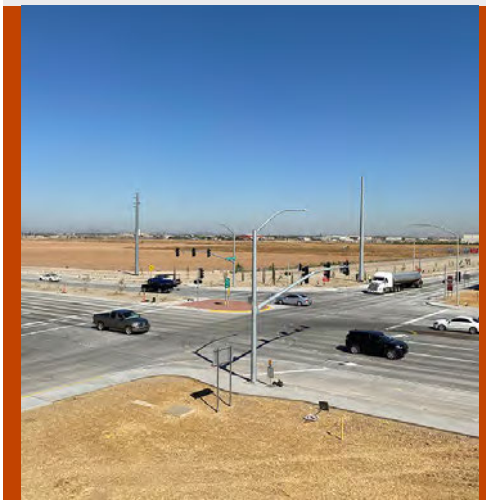
Owner/Reference: MCDOT, Bonnie Perotti, PE, Project Monitor, 602.506.461, bonnie.perotti@maricopa.gov

Dates: 9/2018 – 6/2022 (Including a year of Landscape Establishment)

Original/Final Contract Amount: $5.1M / $5.1M

How it Relates: CA&I services for a large roadway/bridge/drainage improvement project being built with Federal Funds and Wage Decision criteria including DBE compliance. CEI provided complete construction oversight and contract administration including handling requests from the owner to prepare a million dollar change order that the CA Team negotiated and presented to ADOT/MCDOT for acceptance prior to submitting to the Board of Supervisors for approval. However, even with the additional work CEI SRE was able to stay within the original fee schedule.

Staff: Barry Brown – Contract Manager/SRE; Pat Mahoney – Project Supervisor/Asst. Resident Engineer; Qui Nguyen – Project Supervisor/Assistant Resident Engineer; Dan Ross – Master Scheduler









ADOT I-10, RUTHRAUFF ROAD TI & MAINLINE (H848001C), TUCSON, AZ

The work for this $79M project in the ADOT Southcentral District involved widening I-10 to four lanes in each direction and reconstructing the TI at Ruthrauff Road in the City of Tucson. The I-10 mainline was reconstructed to be at-grade while Ruthrauff Road was reconstructed over I-10 and included new bridges spanning I-10 and the UPRR. This challenging project in Tucson had many issues, especially working with the UPRR on constructing the bridge and overpass over their tracks along with the number of utilities which required relocations in this corridor, especially the 60' high TEP overhead lines. Our assigned RE and Project Supervisor assisted ADOT in delivering this project through its many hurdles based on their experience and availability.

Project Details

Owner/Reference: Arizona Department of Transportation, Jeremy Moore, PE, Southcentral Asst. District Engineer, 520.388.4200, jmoore3@azdot.gov

Dates: 1/2020 – 4/2024: 2-year Landscape Establishment

Original/Final Contract Amount: Previous Contract $1.59M / Final Contract $1.2M (To date)

How it Relates: Coordination with City Water, Tucson Electric Power, Pima County (traffic signals), and the UPRR. Plan review, development of inspection cost and schedule, as-builds, claim review, and supplement agreements.

Staff: Barry Brown – Principal; Julio Alvarado – Resident Engineer; Manny Bonorand – Project Supervisor







ADOT — I-10 (CASA GRANDE – TUCSON HIGHWAY), INA ROAD TRAFFIC INTERCHANGE (TI), RECONSTRUCTION FREEWAY AND TI, MARANA, AZ

The work for the Ina Road TI is located in Pima County within the Town of Marana. The project begins north of Ina Road (EB Milepost 247.48) and extends south approximately 2.03 miles to just south of Ina Road (EB Milepost 240.51), totaling approximately seven miles. The work consisted of reconstruction of an urban divided freeway interchange including: one AASHTO Type VI-S concrete girder bridge over I-10, one AASHTO Type V (modified)/box girder bridge over UPRR; six cast-in-place concrete box culverts; retaining walls; grading, furnishing and placing concrete and asphalt concrete pavement; drainage facilities, concrete lined channels, water and sewer relocations; traffic signals, signing and pavement markings; lighting and surveillance equipment; landscaping and irrigation; and other related work. The project was delivered using CMAR by ADOT/Town of Marana making the contractor selection, and staff was supplemented by consultants through the Temp Tech Program.

Project Details

Owner/Reference: Arizona Department of Transportation, Jeremy Moore, PE, Southcentral Asst. District Engineer, 520.388.4200, jmoore3@azdot.gov

Dates: 1/2017 – 11/2019

Original/Final Contract Amount: Beginning Budget of $713K / Final Total $820K

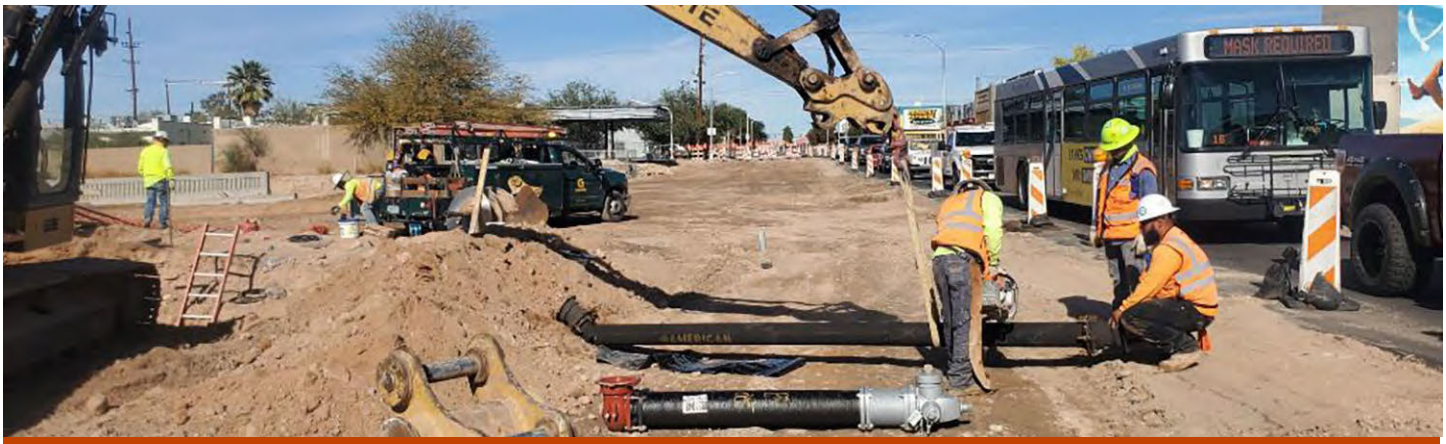
How it Relates: Coordination responsibilities with the Cities, Pima County, UPRR, utilities, extensive traffic control, roadway, drainage, concrete and structural work, and materials testing for acceptance.

Staff: Barry Brown – Principal; Manny Bonorand and Kyle Patterson – Project Supervisors









DAVIS BACON AND RELATED ACTS SUPPORT SERVICES, TUCSON, AZ

CEI is providing services to the City of Tucson on an as-needed basis to ensure that contractors are adhering to Davis Bacon and Related Acts regulations and related contract compliance activities. Staff performing these services have experience with construction and professional design service contracts, HUD and Davis Bacon regulations, and using the LCP Tracker compliance software system.

The following services are not an all-inclusive list but represent the primary services to be performed.

- Audit of certified payrolls in the LCP Tracker system using available on-site interviews and daily report observations. This includes follow up with contractors for corrections for non-approved payrolls, contractor uploads of Employee Authorized Deductions (EAD's), time cards and pay stub reviews if needed, and other verification documentation and related tasks.
- Conduct on-site employee interviews to ensure employees are classified correctly. Upload into LCP Tracker.
- Issue wage decisions for competitive solicitations.
- Review, prepare, and submit conformance requests.
- Coordinate and communicate with City staff to ensure documentation is complete, accurate, and uploaded in the compliance system.
- Enter new projects, contractors, employees, etc. into the LCP Tracker system.
- Lead labor compliance meetings to explain Davis Bacon requirements and the use of LCP Tracker.
- Provide mutually agreed upon training to Contract Compliance Officer (DBRA) new hires.

Project Details

Owner/Reference: City of Tucson, Lloyd Windle II, Contract Administration Manager for CAMP, BECP, and DBRA Programs, 520.837.4105, lloyd.windle@tucsonaz.gov

Dates: 10/2022 – 4/2024

Original/Final Contract Amount: $100K / $77K

How it Relates: City of Tucson Contract working with HUD Wage Decision requirements and more specifically helping with interviews and LCP Tracker reviews for construction compliance.

Staff: Barry Brown – Principal/Project Manager, Afton Brown – Compliance Reviewer; Denise Fair - Employee Interviews

How Our Experience Relates to the Requested Services

Our experience provides a high level of ability to anticipate activities that are critical to a smooth application of contract documents. Ensuring quality by making sure Contractor activities are well planned and everyone is engaged in meeting all specifications. We create a working team with all of our staff, City staff, and the Contractor in an effort to avoid any re-work.

2. EXPERIENCE & QUALIFICATIONS OF THE RESIDENT ENGINEER

In this section, the Consultant shall discuss the key members providing Construction Management and their qualifications and experiences. Special attention will be paid to team members with previous experience on City of Tucson projects.

Firm's understanding of the deliverables required for a typical DTM construction project. | *Qualifications and relevant education, experience and certifications.* | *Unique qualifications of resident engineer.* | *Familiarity with PAG, City of Tucson, ADOT and federal procedures.* | *Experience with water modifications.* | *Experience with bicycle and pedestrian facilities.*

CEI has a professional team of Resident Engineers, Project Managers, Construction Managers, Project Supervisors, Inspection Supervisors, Estimators, and Project Schedulers to assist the City in all aspects of Project and Construction Management on an "as-needed" basis. They are educated, experienced, and trained in all of the various skills and expertise to perform construction management and administration for transportation, utilities, drainage, roadway, landscaping, materials and minor/major structural construction projects. Our team of qualified personnel to meet the needs of the City is illustrated in our organizational chart on page 31. Our Key Personnel can be found on the following pages including those who have worked on City of Tucson projects.

CEI's understanding of the specific deliverables required for any typical DTM construction project is the documentation for contract compliance all other items are temporary in nature. These deliverables would be the final material records which would include the testing and certifications required in the contract; final environmental records just as the SWPPP, NOI, NOT, landscape features for erosion control and dust mitigation; measurement and calculations. Additional information about calculations for final payments; all inspector reports; change orders; as-builts; warranty documents; certification that the project has no outstanding claims/liens; labor compliance/DBE documentation has been completed and our contract is closed out with no outstanding fees or claims.

Resident Engineers



BARRY BROWN, PE – PRINCIPAL / SENIOR RESIDENT ENGINEER

Years of Exp./Years w/Firm: 42/27 | Education: BS, Civil Engineering, University of Arizona | Licenses/Registrations: PE in AZ (#22178)

Barry has more than 40 years of experience in the construction industry as a Project Manager, Resident Engineer, and Construction Manager, as well as a company Principal. Prior to joining CEI in 1997, he was a Bechtel Construction Engineer, an ADOT Resident Engineer, and City of Phoenix Civil Engineer. Throughout his career, Barry has managed and supervised the CM/CA of numerous bridges, freeway, roadway, flood control, and utility projects. He has successfully managed projects for ADOT, MCDOT, the Flood Control District of Maricopa County (FCDMC), various Arizona local public agencies (LPAs) including the City of Tucson as well as the Del Webb Corporation (Pulte Home Corporation).

Barry worked as **Senior Resident Engineer on a City of Tucson Full Service, Federal Aid project for Houghton Road**. The project team was a blend of CEI, subconsultant, and COT staff. The project was unique for several reasons associated with the funding source and the federal documentation and audit requirements. The project was successfully completed over an active UPRR facility that became the basis for a construction claim by the Contractor. Based upon project documentation, the claim was denied and upheld in court.

Barry is extremely detailed in project management and documentation, budget compliance, and schedule maintenance, and has managed projects that were built using local, State, Federal Highway Administration (FHWA), Natural Resources Conservation Services (NRCS), Regional Transportation Authority (RTA), and Federal Aviation Authority (FAA) funds. He has extensive experience with a variety of project delivery methods including traditional D-B-B, D-B, CMAR, and JOC methods.

Barry's experience as a contractor/designer, consultant, and City and State employee in various capacities has contributed to his extensive background in project and construction management. He brings outstanding communication, professional industry management ethics, and excellent owner and key stakeholder representation skills to each project. Barry's expertise in project constructibility review, cost & schedule review, CM/CA, and VE Teams make him an invaluable asset to any project.

Relevant Experience

- **City of Tucson Downtown Links, Phase III, 6th Street Underpass to Broadway Boulevard, Tucson, AZ** | **Role:** Principal/Project Manager
- **City of Tucson Houghton Road Widening and Bridge over the Union Pacific Railroad (UPRR), Tucson, AZ** | **Role:** Principal/Senior Resident Engineer

- **ADOT Statewide On-Call Construction Administration Services, AZ** | **Role:** Contract Manager/Senior Resident Engineer
- **ADOT Aeronautics Group, Airport Pavement Management System (APMS), Statewide, AZ** | **Role:** Contract Manager/Senior Resident Engineer
- **Flood Control District of Maricopa County, Dam Safety On-call** | **Role:** Principal/Construction Manager



BROOKS KEENAN, PE, SE – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 49/6 | Education: BS, Civil Engineering, University of Arizona; BA, Liberal Arts, University of Arizona | Licenses/Registrations: PE in AZ (Civil #36579/Structural #13542)

Brooks has over 49 years of experience in engineering design, construction administration, project management and quality management of bridge, roadway, railroad and streetcar, flood control and drainage projects and commercial buildings. He has 20 years of experience with consulting engineering companies and held senior engineering management positions with PCDOT for more than 14 years and with Tucson Department of Transportation for seven years. He has served as project manager for more than 70 successful major transportation and flood control projects in Arizona.

Relevant Experience

- **Tucson Downtown Links Phase III: 6th Street Underpass to Broadway Boulevard, Tucson, AZ** | **Role:** GMP Reviewer/Field Engineer
- **City of Tucson 4th Avenue Underpass, Downtown Tucson, AZ** | **Role:** Project Manager
- **City of Tucson Speedway Boulevard Underpass, Tucson, AZ** | **Role:** Project Manager/Supervising Structural Engineer



JULIO ALVARADO, PE – SENIOR RESIDENT ENGINEER / VALUE ENGINEERING

Years of Exp./Years w/Firm: 40/8 | Education: BS, Civil Engineering, The City College of New York, NY; Courses, Alliance for Construction Excellence, Arizona State University | Licenses/Registrations: PE in AZ (#27721)

Julio has 40 years of transportation project management and construction administration experience. His experience and skills enhance CEI's capabilities in alternate delivery methods, contract development and management, training (resident engineers and inspectors), claims mitigation, claims analyses, and construction project schedule and constructibility reviews. He is experienced in serving as a resident engineer on major and minor transportation construction projects for ADOT and MCDOT.

Julio started his career with ADOT in 1984 and retired from his last position as Assistant State Engineer of Construction. For 10 years in that capacity, he supervised the Statewide Construction Group and assisted the State Engineer on all construction issues throughout the State, District Engineers, and Resident Engineers for related construction issues, specifications, standards, technical engineering expertise, and contract administration. Julio monitored and approved budgets for construction and change orders and he led the implementation of ensuring documentation and reporting for all phases of construction activities for all projects, including federally funded projects, were properly documented at the pre-construction, construction, and close-out stages.

Over the course of Julio's career, he served as a liaison to the US Federal Highway Administration and worked with the Associated General Contractors of America to update policies and procedures for alternative project delivery methods, final documentation, and subcontractor approval processes.

Relevant Experience

- **ADOT I-10 Ruthrauff TI & Mainline, Pima County, AZ** | **Role:** Resident Engineer
- **ADOT SR 86, Valencia Road to Kinney Road, Pima County, AZ** | **Role:** Resident Engineer
- **ADOT Jimmie Kerr Boulevard/Frontier Road, Casa Grande to Eloy, AZ** | **Role:** Resident Engineer
- **ADOT Alternative Delivery Projects, AZ** | **Role:** Resident Engineer



JOE HELLER, PE – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 18/<1 | Education: BS, Civil Engineering, Arizona State University | Licenses/Registrations: PE in AZ (#52737) and CA (#80755); ACI, Field (Exp. 02/15/2029); ATTI, Field Technician (#18888F) (Exp. 01/13/2029); Design-Build Institute of America (DBIA) (#1139436) (Exp. 01/30/2024); Erosion Control Coordinator (Exp. 01/10/2027)

Joe has more than 18 years of experience working on freeway, highway, and street projects. He is highly skilled in project management, construction management, client relations, and transportation design. Joe is experienced in design-build; plans, specifications, estimates; project scheduling; project controls; PS&E development and business operations management. He has worked on both international and US projects, the majority of which have been in Arizona for ADOT.

Joe has led project design teams of up to 10 internal employees and subconsultants on several large projects (including design-build) and provided oversight and advisory role for project managers on large or high-risk roads and highway Sector projects across the US.

Relevant Experience

- **ADOT Project Development On-Call, Various Projects, AZ | Role:** Project Manager
- **ADOT Various Design-Build (D-B) Projects, AZ | Role:** Design-Build Design Manager/Project Manager
- **City of Peoria SR 303 to Lake Pleasant Parkway, Happy Valley Parkway, AZ | Role:** Project Manager
- **City of Scottsdale Carefree Highway, Cave Creek Road to Scottsdale Road, AZ | Role:** Project Manager
- **ADOT Loop 101 from Princess Road to Shea Blvd., Scottsdale, AZ | Role:** Resident Engineer



MARK DUNBAR, PE, CPM – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 47/14 | Education: BS, Civil Engineering, University of Arizona; Construction Materials Certificate, Purdue University, West Lafayette, IN; 6 weeks of course work, approximately 180 hours Traffic Engineering General Certification, Northwestern University, Evanston, IL (3 weeks, 90 hours, of general Traffic Engineering course work); Mediation Training (40 hours of mediation methods) | Licenses/Registrations: PE in AZ (#16234) and ND (#PE-8328); Certified Public Management, Levels I, II and III, Department of Administration, State of Arizona

Mark's 44 years of experience includes 28 years with ADOT serving as a Resident Engineer, District Construction Manager, Bridge Operations Engineer, District Maintenance Engineer, and Regional Traffic Engineer. After leaving ADOT he has worked for consulting firms during which he managed public and private design, planning, survey, and construction management projects for various public agencies and private entities in Arizona and North Dakota. He has experience supervising resident engineers, engineering analysts, materials lab supervisors and survey supervisors, and as many as 80 construction administration employees. During his tenure with ADOT's Tucson District, Mark managed the construction administration program including oversight of all project administration and documentation, staffing, project scheduling and budgeting, and project/contractor issue resolution. Projects he has worked on range from small pavement preservation to large urban interstate reconstruction.

Relevant Experience

- **PCDOT FY 2020, FY 2021, FY2022 Capital Improvement Projects, Construction Surveillance and Inspection, Road Pavement and Preservation Program, Multiple Locations, AZ | Role:** Inspector Supervisor
- **PCDOT Valencia Road Extension, Houghton Road to Old Spanish Trail, Construction Inspection Services, AZ | Role:** Inspector Supervisor
- **PCDOT Residential Curb Ramp Installations (ADA Compliance), Multiple Locations, AZ | Role:** Inspector Supervisor
- **ADOT SR 86 (Why – Tucson Highway), Valencia Road to Kinney Road, Pima County, Southcentral District, Tucson, AZ | Role:** Project Supervisor



LEONARD FLORES, PE, ACI, ATTI, TCS, ECC, ICC – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 33/16 | Education: Associate in Science, Chandler-Gilbert Community College; Construction Inspection, Pacesetters Schools, Pomona, CA | Licenses/Registrations: PE in AZ (#62518); ACI Field Technician (Exp. 07/15/2026); ATSSA, Traffic Control Supervisor (Exp. 08/19/2024); ATTI Field Technician (Exp. 08/06/2027); ECC (Exp. 01/23/2027); ICC, Plumbing Inspector #862231 (Exp. 01/30/2026); ICC, Residential Combination Inspector #862231 (Exp. 01/30/2026); ICC, Mechanical Inspector #862231 (Exp. 01/30/2026); ICC, Building Inspector #862231 (Exp. 01/30/2026)

Leonard has over 33 years of experience in the transportation/civil construction industry as a resident engineer, project manager, and construction inspector for projects including roadways, freeways, bridges, light rail, and vertical buildings. He is experienced in monitoring and approving budget costs for project construction, change orders, and developing and ensuring project documentation in all phases of construction. Leonard's experience includes inspection, permit management, and Independent Quality Firm (IQF)/owner inspection verification of highways including bridge decks and abutments, columns, piers, caissons, girder placement, box culverts, footings, and retaining walls.

Leonard's experience also includes the inspection of all street components including sewer systems, storm drain systems, water supply systems, dry utilities, concrete, asphalt paving, Portland Concrete Cement Pavement (PCCP), concrete placement, earthwork, traffic lighting, and signage.

As a building inspector and OSHPD inspector of record, Leonard's experience also includes the inspection of structural rebar, structural masonry, welding, all building components including structural members, heating, ventilation, and air conditioning (HVAC) systems, drainage systems, plumbing systems, fire protection systems, electrical systems, exterior wall and roof systems, elevator and escalator systems, foundation systems, and building excavations and concrete placement. Leonard holds four ICC certifications, qualified to inspect plumbing (fire protection), mechanical (HVAC), buildings (including elevators and escalators), and residential construction.

Relevant Experience

- **ADOT I-10/I-19 Stack Interchange, Tucson, AZ | Role:** Materials Lab/Field Technician
- **ADOT I-10 Broadway Curve Improvement Project: I-17 (Split) to Loop 202 (Santan/SMF), Maricopa County, Central District, Phoenix, AZ | Role:** Resident Engineer
- **JPAR North Sector, Right of Way, FCAP CAP Joint Facilities, Waterline Extension, Phase II, Tohono O'odham Nation, Sahuarita, AZ | Role:** Project Manager
- **ADOT WDS Transport Main Pipeline ADOT (I-19 and Pima Mine Road), Sahuarita, AZ | Role:** Permit Manager



PATRICK (PAT) MAHONEY, PE, ACI, ATTI, TCS – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 34/12 | Education: BS, Civil Engineering, Technology Kennesaw State University (Formerly Southern Polytechnic State University), Atlanta; BS, Architectural Engineering Technology (Construction Emphasis), Kennesaw State University (Formerly Southern Polytechnic State University), Atlanta | Licenses/Registrations: PE in AZ(#67005); ACI, Field Technician (Exp. 05/19/2027); ATTI, Field Technician (Exp. 07/16/2027); ATSSA Traffic Control Supervisor (Exp. 01/16/2028)

Patrick has over 34 years of civil engineering, management, construction supervision, inspection, and ADOT plan review experience. For 12 years, he served in a supplemental services position at ADOT reviewing plans in the Roadway Design Group. Patrick also has construction inspection experience, most recently serving as a Chief Inspector for a $4M CMAR project that constructed a new paved access road that winds around North Mountain. Also, after moving from Georgia to Arizona in 1999, Patrick worked on several major transportation construction projects in the Valley for approximately four years. He was an Assistant Resident Engineer for the construction of the 51st Avenue Bridge over the Salt River (MCDOT), a Senior Construction Engineer on the US 60 Design-Build, I-10 to Val Vista (ADOT) and a Senior Inspector on the realignment of Greenfield Road to connect with a new TI on SR 202L Santan Freeway (ADOT). Patrick's experience with all facets of design and construction has provided him with exceptional skills in construction, constructibility review, serving as a client liaison, and partnering with both contractors and consultants.

Relevant Experience

- **ADOT SR 202L/Greenfield Road Interchange Underpass, Gilbert, AZ | Role:** Project Supervisor
- **ADOT US 60, I-10 to Val Vista Drive Design-Build, Tempe, Mesa, AZ | Role:** Project Supervisor
- **MCDOT Northern Parkway, Dysart Road to 111th Avenue (TT0347), Glendale, El Mirage, and Peoria, Maricopa County, AZ | Role:** Project Supervisor/Asst. Resident Engineer
- **MCDOT Sun Valley Parkway Restoration, Phase 4, Maricopa County, AZ | Role:** Project Supervisor



VERNON MULENGA, PE, ACI, ATTI, ECC – RESIDENT ENGINEER / PROJECT SUPERVISOR

Years of Exp./Years w/Firm: 20/7 | Education: BS, Mining Engineering, University of Arizona | Licenses/Registrations: PE in AZ (#72370); ACI, Field (Exp. 04/21/2027); ATTI, Field (Exp. 03/28/2026); ATSSA, TCT Trained (Exp. 06/22/26); ECC, Erosion Control Coordinator (Exp. 11/09/2025); ADOT, Radiation Safety

Vernon is a geotechnical engineer with 20 years of experience in field testing, lab testing, and quality assurance/quality control (QA/QC) supervision. Vernon has worked as a Quality Control Supervisor, Project Supervisor, and has extensive materials testing expertise. He has worked on several mill and overlay jobs reviewing test results and sampling in the field to provide testing result correlation with the client. Vernon also reviewed paving schedules and did daily statistical analyses for the plant. In addition to his extensive materials testing background, Vernon has worked on several roadway projects including bridges and highways. He performed construction inspections for the Downtown Links Phase III: 6th Street Underpass project where he oversaw the mass excavation and haul activity adjacent to the Broadway intersection.

Relevant Experience

- **City of Tucson Paving Projects, Tucson, AZ** | **Role:** Senior Construction Inspector
- **Tucson Downtown Links Phase III: 6th Street Underpass to Broadway Boulevard, Tucson, AZ** | **Role:** Senior Construction Inspector
- **ADOT and AMRL Proficiency Sampling, Tucson, AZ** | **Role:** Chief Inspector
- **PCDOT Construction Surveillance & Inspection Services for Transportation CIP Projects, Multiple Locations, Pima County, AZ** | **Role:** Project Supervisor/Chief Inspector



JOHN MURILLO, PE, ACI, ATTI, TCS, ECC – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 38/4 | Education: MBA, Technology, Science & Engineering, Arizona State University, Tempe, AZ; BS, Civil Engineering, University of Arizona, Tucson, AZ; AA, Physical Science, New Mexico Military Institute, Roswell, NM | Licenses/Registrations: PE in AZ (#36663); ACI, Concrete Field Testing, Grade I (Exp. 04/21/2027); ATTI, Field Technician (Exp. 06/04/2027); ECC, Erosion Control Coordinator (Exp. 04/25/2027), ATSSA, Traffic Control Supervisor-AZ State Specific (Exp. 08/12/2025)

John has 38 years of experience in the engineering and construction industry. His background includes project management, construction management, and resident engineering on interstate freeways and traffic interchanges and municipal projects delivered by conventional low bid (D-B-B) and alternative project delivery methods. John has negotiated and prepared change orders/supplemental agreements and force accounts, reviewed traffic control plans, coordinated work done under permits, prepared monthly estimates, and progress payments, monitored critical path construction schedules, audited job site safety, and provided training for subordinate engineers and project team members. John is experienced in working with owners, contractors, and design teams to resolve issues that arise in the field. He has also worked closely with public relations and media representatives on his projects.

Relevant Experience

- **ADOT Multiple Projects, Yuma, La Paz County, Southwest District, AZ** | **Role:** Resident Engineer
- **ADOT System Preservation (Restoration/Rehab/Resurface) Projects, Coconino County, Northcentral District, AZ** | **Role:** Resident Engineer
- **ADOT U560 Superstition Freeway Improvement, Tempe and Mesa, AZ** | **Role:** Utility Engineer
- **ADOT Dunlap and Northern Bridge Reconstruction, Phoenix, AZ** | **Role:** Resident Engineer



QUI NGUYEN, PE, ACI, ATTI, TCS, ECC – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 28/5 | Education: BS, Geological Engineering, University of Arizona | Licenses/Registrations: PE in AZ (#58371); ACI, Field Technician (Exp. 12/09/2027); ATTI, Field Technician (Exp. 09/17/2027); ATSSA, Traffic Control Supervisor Trained (Exp. 11/03/2025); AGC-ADOT, Erosion Control Coordinator (Exp. 03/22/2025); ADOT, Radiation Safety Training (Exp. 07/19/2024); CQM-C, US Army Corps of Engineers #784 (Exp. 07/14/2026)

Qui is a seasoned professional engineer with more than two decades of experience in heavy construction, civil engineering design, and geotechnical engineering. For 12 years, he worked directly for ADOT in various positions as a Project Supervisor in the Central District as well as a Transportation Engineering Specialist (TES) in the Construction Operations Team (Value and Quality Assurance Section). For the past three years, he has served as a Resident Engineer on local government, state highway, and transit projects in Arizona and New Mexico that were funded by local, state, and federal agencies.

Qui's project management capabilities include construction contract administration, staff scheduling, staff supervision, estimate cost analysis, change orders, and force account preparation and project budget management. His experience managing projects and his previous role working directly for a general contractor has provided him with the skills to prepare critical path method (CPM) schedules that analyze manpower and project time issues that relate to the logistics of construction sequencing and phasing. Project types that Qui has worked on include underground utilities to earthwork to surface pavement (asphalt, concrete, fog coat, slurry seal and chip seal) operations as well as bridge rehabilitation and new bridge construction. As a former senior level inspector, he is also skilled in the inspection of civil construction, ensuring diaries are completed daily, as well as reviewing/approving inspection team diaries, contractor pay estimate review/approval, materials testing activities, and inspecting the contractor's traffic control operations and Stormwater Pollution Prevention Program (SWPPP) Best Management Practices (BMPs).

Qui served as Project Supervisor for the ADOT Pavement Preservation project on SR 264 where he was responsible for supervising inspectors and assisting with inspections.

Relevant Experience

- **ADOT Unit 4551 (Safford) and Unit 4552 (Willcox), Southeast District, Safford, AZ | Role:** Resident Engineer
- **ADOT SR 101L, I-17 to Pima Road, Central District, Maricopa County, AZ | Role:** Project Supervisor
- **ADOT SR 264, MP 465-MP 476.1, Pavement Preservation, Navajo Nation, Apache County, AZ | Role:** Project Supervisor
- **FHWA Central Federal Lands Highway Division (CFLHD)—Eager to Crescent Lake, Apache, AZ | Role:** Contracting Officer's Technical Adviser (COTA)



CHRIS PAGE, PE – SENIOR RESIDENT ENGINEER

Years of Exp./Years w/Firm: 14/<1 | Education: BS, Civil Engineering, University of Arizona | Licenses/Registrations: PE in AZ (#57723)

Chris is a highly skilled Professional Civil Engineer knowledgeable in project management, client relations, transportation design, traffic engineering, and construction management. He is experienced in federal and state funded roadway construction projects, alternative delivery projects, and large interstate projects. Chris worked for ADOT for 11 years and for Pima County for 3 years serving in multiple roles such as Senior Resident Engineer, Regional Traffic Engineer, Resident Engineer, and Transportation Engineering Specialist. During his time with ADOT, he provided expert knowledge of plans, specifications, estimates (PS&E), project scheduling, project controls, staff management, and business operations management. Chris' background and experience is a valuable asset to any project in the State of Arizona.

Relevant Experience

- **ADOT I-10 Ina Road to Ruthrauff Road/Sunset Links Road - Santa Cruz River to River Road, Tucson, AZ | Role:** Senior Resident Engineer
- **ADOT I-19 Ajo Way TI Phase II, Tucson, AZ | Role:** Senior Resident Engineer
- **ADOT SR-86 Valencia Rd to Kinney Road, Tucson, AZ | Role:** Resident Engineer
- **ADOT SR-86 San Isidro Segment, Tucson, AZ | Role:** Resident Engineer



STEVE PAGEAU, PE, CCM – SENIOR RESIDENT ENGINEER / VALUE ENGINEERING

Years of Exp./Years w/Firm: 38/8 | Education: BS, Civil Engineering, University of Arizona | Licenses/Registrations: PE in AZ (#25986); UPAT, Union Pacific Property Access Training (Exp. 09/05/2025); Highway Materials Engineering, National Highway Institute (NHI); Project Management Core Certification Program, City of Tucson

Steve is a highly experienced civil engineer and project manager with more than 38 years of experience in civil engineering, project management and organizational leadership for both public and private sectors. His career successes are a result of planning projects and supporting teams to ensure that the right things are being done by the right people and providing top-quality management and project delivery. He has been adept at managing multiple programs with technical, budget and schedule complexity.

Currently, Steve is working as the Senior Resident Engineer on the Downtown Links Phase III: 6th Street Underpass to Broadway Boulevard project with David Burbank, Construction/Materials Manager for the Tucson DTM. Their team of inspectors, testers, surveyors, and the Downtown Links Constructors continue to build the nearly $70M project just north of Downtown. The project has enormous drainage improvements; wet and dry utility modifications; safety improvements for bikes, pedestrians, and vehicles because of a new UPRR underpass on 6th Street.

Steve was a member of the Bond Oversight Commission that was established by the Tucson Mayor and Council to oversee the Proposition 409 pavement preservation bond program. He served as the Commission's first Chair in 2013-2014.

At AECOM/URS, he was responsible for managing the design for the $196M, 4-mile Tucson Modern Streetcar project, the fourth modern streetcar to be built in the U.S. and the first in the state of Arizona.

As a Civil Engineer and Project Manager with the City of Tucson, he managed both individual projects and entire programs at both Tucson Water and the Tucson Department of Transportation.

Relevant Experience

- **City of Tucson Downtown Links Phase III: 6th Street Underpass to Broadway Boulevard, Tucson, AZ** | **Role:** Project Manager/Senior Resident Engineer
- **City of Tucson Houghton Road Widening at Union Pacific Railroad (UPRR) Bridge, Tucson, AZ** | **Role:** Project Manager
- **Tucson Streetcar, Tucson, AZ** | **Role:** URS Project Manager/Resident Engineer



ROGER PATTERSON, PE, ACI, ATTI, TCS, CQM-C, ECC – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 42/5 | Education: BSCE, Northern Arizona University | Licenses/Registrations: PE in AZ (#20942); ACI, Field Technician (Exp. 10/26/2028); ATTI, Field Technician (Exp. 09/30/2028); ATSSA, Traffic Control Supervisor Training (Exp. 01/18/2027); CQM-C, US Army Corps of Engineers #784 (Exp. 07/14/2026); Erosion Control Coordinator (Exp. 02/04/2025)

Roger has over 42 years of experience in the transportation, civil, and vertical building design, and construction industry. Before joining CEI, he spent a majority of his career serving in various capacities with the Yuma County Department of Development Services, and Highway/Public Works Department. While there he served as a Project Manager and/or Project Engineer on numerous ADOT funded construction projects. Roger is very knowledgeable of ADOT and Federal Highway Administration (FHWA) requirements, procedures, and construction funding requirements.

Roger has served as a Project Engineer, Project Designer, Project Manager, Project Administrator, and Construction/Resident Engineer on numerous projects. He also has grant writing and administration experience having written grant applications for funding sources such as the ADOT Transportation Enhancement Program, FHWA, and the Community Block Development Grant (CDBG) program. Roger has worked on projects that include, but are not limited to, rural and urban roadways, intersection improvements, bridges and structures, water/sewer/storm sewer systems, drainage facilities, paving (various types), and various vertical building types.

Relevant Experience

- **ADOT Tucson-Benson Highway (I-10), Ajo Way to MP 272, Pima County, Southcentral District, AZ** | **Role:** Chief Inspector

- **ADOT Prescott Flagstaff Highway (SR 89A), Pumphouse Wash Bridge Rehabilitation and Oak Creek Canyon Sediment Control, Prescott-Flagstaff Highway (SR 89A), Coconino County, Northcentral District, AZ | Role:** Project Supervisor
- **ADOT SR 86, Kinney Road to I-19 (F040001C), Pima County, Southcentral District, AZ | Role:** Project Supervisor
- **ADOT SR 89A, Pumphouse Wash Bridge Rehabilitation and SR 89A, Oak Creek Canyon Sediment Control, Coconino National Forest, Coconino County, Northcentral District, AZ | Role:** Project Supervisor



MAJED RADWAN, PE, ATTI, TCS, ECC, CQM-C – RESIDENT ENGINEER / CONSTRUCTION MANAGER

Years of Exp./Years w/Firm: 35/3 | Education: MS, Major: Civil Engineering; Minor: Construction Management, University of Central Florida, Orlando, Florida; BS, Civil Engineering, University of Central Florida, Orlando, Florida; MBA, General, Southeastern Oklahoma State University, Durant, Oklahoma | Licenses/Registrations: PE in AZ (#04171); ATTI Field (Exp. 2/13/2026); ATSSA Traffic Control Supervisor (TCS) (Exp. 09/02/2025); ECC, Erosion Control Coordinator (Exp. 3/22/2027); CQM-C, US Army Corps of Engineers #784 (Exp. 07/14/2026)

Majed is a senior-level professional engineer with more than 30 years of experience in construction management, operations management, resident engineering, and supervision of staff on major transit/transportation and utility projects. He coordinates and supervises inspection and administration staff to assure that all aspects of the services are to the satisfaction of the client/owner. His construction administration experience includes constructibility review of contract documents, design/plan review, facilitating and attending weekly meetings, enforcement and monitoring of safety regulations and client programs, RFI review and distribution, tracking and reviewing submittals, ensuring QA/QC, monitoring and review of material testing requirements and documentation, approval of contractor monthly progress estimates, assisting clients with preparation of change orders including preparation of independent cost estimates, monitoring the budget and overall costs, and prepare project closeout.

Relevant Experience

- **Pinal County IPAZ Improvement Project, Hanna Road and Houser Road, SR 87 to Vail Road, Pinal County, City of Eloy, City of Coolidge, and ADOT Facilities, AZ | Role:** Project Supervisor/Chief Inspector
- **MCDOT Palo Verde Road Bridge over Roosevelt Irrigation District (RID) Canal – Bridge Foundations (TT0549A), Buckeye, AZ | Role:** Chief Inspector
- **MCDOT Sun Valley Parkway Restoration Phase 4, Maricopa County, AZ | Role:** Chief Inspector
- **High Commission for the Development of AR Riyadh—Riyadh Metro, Riyadh, Saudi Arabia | Role:** Assistant Project Director

Project Supervisors



KYLE PATTERSON, EIT, ACI, ATTI, TCDS, ECC – PROJECT SUPERVISOR / PROJECT CONTROLS / ESTIMATING / CONSTRUCTION SCHEDULING

Years of Exp./Years w/Firm: 13/8 | Education: Civil Engineering, University of Arizona; Associate of Science, Civil Engineering, Chandler-Gilbert Community College (CGCC) | Licenses/Registrations: PE in AZ (Pending); ACI, Concrete Field-Testing Technician, Grade I (Exp. 02/17/2028); ATTI, Field Technician (Exp. 05/06/2028); ATSSA, Traffic Control Design Specialist (Exp. 12/20/2025); CQM-C, US Army Core of Engineers #784 (Exp. 07/14/2026); Erosion Control Coordinator (Exp. 06/13/2025)

Kyle has over 13 years of construction inspection, materials testing and project documentation experience. He has worked on multiple projects for ADOT, the Maricopa County Department of Transportation (MCDOT), and the Town of Gilbert and as a field inspector/tester on roadway and highway projects. These projects have included fast paced paving projects, highway traffic interchanges, as well as major arterial widening projects in business areas.

Kyle's experience spans asphalt and concrete paving, landscaping, traffic control, permitting and utility projects. Items of work he has inspected include: sidewalk; curb and gutter; subgrade; compaction; slurry; drainage pipe; raised survey markers; signage installation; temporary striping and permanent thermo-plastic striping; utility adjustments; milling; application of tack coat; asphaltic concrete paving; Asphalt Rubber-Asphaltic Concrete Friction Course (AR-ACFC); roll patterns; guardrail; loop detectors; landscape and hardscape including removal of trees; relocation of saguaro cacti

and other miscellaneous work items. He has provided surveying on projects, as well as in the classroom teaching and training in the Lab (U of A) and coaches for the ASCE Conference Survey Team.

Relevant Experience

- **ADOT Casa Grande Tucson Highway (I-10), Ruthrauff Road Traffic Interchange, Southcentral District, Pima County, AZ** | **Role:** Lead Inspector
- **ADOT Casa Grande-Tucson Highway (I-10), Ina Road TI: Silverbell Road to Star commerce Way Traffic Interchange and Ina Bridge Replacement over Santa Cruz, Southcentral District, Pima County, AZ** | **Role:** Lead Inspector
- **ADOT I-10 Broadway Curve Improvement Project: I-17 (Split) to Loop 202 (Santan/SMF), Maricopa County, AZ** | **Role:** Traffic Control Coordinator



BRUCE HORNESS, ACI, ATTI, AGC, ECC – PROJECT SUPERVISOR

Years of Exp./Years w/Firm: 40/9 | Licenses/Registrations: ACI Field Technician (Exp. 11/19/2025); ATTI Field Technician (Exp. 10/24/2025); AGC-ADOT, Erosion Control Coordinator (Exp. 01/09/2025)

Bruce is a qualified construction project supervisor with 32 years of experience with Pima County Department of Transportation (PCDOT). Recently retired from PCDOT as a project supervisor/chief inspector, Bruce is familiar with all the agencies through Pima County. Bruce's knowledge encompasses inspection and construction conformance with plans, specifications, codes, special provisions, regulations, and local standards. His background includes performing field inspection, providing project documentation, traffic control plan review and approval, materials testing, and surveying.

Bruce is also an experienced construction supervisor, having directed teams with inspectors, survey, and lab personnel on PCDOT projects. He has extensive knowledge of materials sampling and testing, local PAG specifications, City of Tucson Specifications and is known to local utility inspection staff. He was the single inspector on the extension of Valencia Road, east of Houghton that included a bridge over the Pantano Wash based on his expertise, capabilities, knowledge, and skills. This project was Developer funded and turned over to Pima County once completed. Bruce was also the chief inspector on the Houghton Road bridge with project working with Barry and Austin.

Relevant Experience

- **City of Tucson Downtown Links Phase III: Amendment 1: 6th Street Underpass to Broadway Boulevard, Tucson, AZ** | **Role:** Field Supervisor
- **City of Tucson Houghton Road Bridge at UPRR Tucson, AZ** | **Role:** Chief Inspector
- **PCDOT Valencia Road, Alvernon Way to Wilmot Road, Tucson, AZ** | **Role:** Project Supervisor
- **ADOT Joint Partnership (JPAR), North Sector/Farmers Investment Company (FICP) Central Arizona** | **Role:** Project Supervisor
- **Project (CAP), Water Line Extension Improvements, I-19 and Pima Mine Road, Sahuarita, AZ** | **Role:** Permit Inspector



TIM SCHMIDT, ACI, ATTI, TCS, ECC – PROJECT SUPERVISOR

Years of Exp./Years w/Firm: 25/2 | Education: BS, Environmental Sciences, University of Wisconsin-Platteville, Platteville, WI | Licenses/Registrations: ACI Field Technician (Exp. 12/13/2024); ATTI Field Technician (Exp. 02/05/2025); ATSSA Traffic Control Supervisor (Exp. 10/21/2024); Erosion Control Coordinator (Exp. 04/27/2026); U-PAT, Union Pacific Property Access Training (Exp. 10/31/2025)

Tim is a Project Supervisor with 25 years of experience in the transportation construction industry specializing in the construction of urban roadways, highways, interstates, and bridges. Project roles he has held include Project Leader (Resident Engineer in Wisconsin), Project Supervisor, Documentation Engineer, Materials Engineer, Lead Inspector, and Environmental Engineer for Local Public Agencies (LPA), WisDot (Wisconsin), FHWA, and American Recovery and Reinvestment Act (ARRA) projects in Arizona and Wisconsin.

Tim's project oversight/inspection, monitoring, and coordination of items include asphalt and concrete paving applications, earthwork and backfill operations; drainage (pipe culverts, water lines, sanitary sewer lines, lift stations and pump stations; bridges; concrete structures (storm drains, catch basins, concrete scuppers, box culverts, etc.); electrical items (ITS, street sighting, traffic signal, Weigh-in-Motion system installations); water mains, storm sewers and sanitary

upgrades; and concrete pavement, ancillary items, and permitting. He has extensive knowledge of materials sampling and testing and all local and PAG specifications.

Relevant Experience

- **Tucson Downtown Links Phase III: 6th Street Underpass to Broadway Boulevard, Tucson, AZ** | **Role:** Senior Inspector
- **PCDOT FY 2022 and FY 2023 CIP Project, Road Pavement and Preservation Program, Pima County, AZ** | **Role:** Project Supervisor
- **PCDOT Sahuarita Road and Wilmot Road, Construction Inspection and Surveillance Services for Capital Improvement Projects (CIP), Pima County, AZ** | **Role:** Chief Inspector
- **City of Phoenix Street Transportation Department, Pavement Management JOC Program, Phoenix, AZ** | **Role:** Senior Inspector



MANNY BONORAND, ATTI – PROJECT SUPERVISOR

Years of Exp./Years w/Firm: 47/3 | Licenses/Registrations: ATTI, Field Technician (Exp. 05/07/2027)

Manny has more than 47 years of experience in heavy highway and civil construction. For 32 years, Manny worked for ADOT as a supervisor, inspector, surveyor and technician, and he has served as a CEI Project Supervisor/Chief Inspector for 10 years. Manny's inspection and supervisory experience on roadway and freeway construction is vast, and has been mostly in the Southcentral ADOT District, including Tucson area freeways and rural highways.

On roadway and utility improvements, Manny is experienced inspecting construction operations for earthwork grading and drainage, detention/retention basins, installation/relocation of storm drains, water, wastewater and dry utility lines, asphalt, and concrete paving, PCCP spall repair, guard rails, fencing, concrete curb and gutter, landscaping, irrigation, and pavement marking and signage. On structures, he has inspected and overseen the construction of pre-cast and cast-in-place (CIP) girder bridges, drilled shafts, mechanically stabilized earth (MSE), noise and retaining walls, and mechanical buildings (pump houses).

With over four decades of being involved in the construction of ADOT projects as an inspector and supervisor in Tucson, Manny is very familiar with ADOT's operating procedures, documentation processes, and construction guidelines and construction specifications as well as federal and City/PAG specifications when applicable. Manny is experienced preparing and processing pay estimates utilizing software, providing cost analyses, negotiating supplemental agreements, ensuring compliance with specifications, interpreting contract documents, and measuring work for conformity to state and federal contract requirements. His supervisory responsibilities include reviewing and approving Inspectors' daily diaries and punch list programs. He also trains and mentors inspectors regarding inspection techniques, and documentation procedures, including accurate quantity measurements.

Relevant Experience

- **City of Tucson Downtown Links Phase III: 6th Street Underpass to Broadway Boulevard, Tucson, AZ** | **Role:** Constructibility Reviewer
- **ADOT I-10 (Casa Grande-Tucson Highway), Ruthrauff Road Traffic Interchange, Pima County, Southcentral District, AZ** | **Role:** Project Supervisor/Chief Inspector
- **ADOT I-10 (Casa Grande-Tucson Highway), Ina Road TI: Silverbell Road to Starcommerce Way Traffic Interchange and Ina Bridge Replacement over Santa Cruz, Pima County, Southcentral District, AZ** | **Role:** Project Supervisor/Chief Inspector
- **ADOT I-10 (Casa Grande-Tucson Highway), Ruthrauff to Prince Roads, Southcentral District, Tucson, AZ** | **Role:** Project Supervisor/Chief Inspector



JOHN SCOGGIN, ACI, ATTI, TCS, ECC – PROJECT SUPERVISOR

Years of Exp./Years w/Firm: 37/9 | Education: Bachelor of Arts and Science, Mathematics Secondary Education, Northern Arizona University | Licenses/Registrations: ACI Field Technician (Exp. 06/18/2026); ACI Strength Technician (Exp. 09/21/2024); ATTI Field Technician (Exp. 03/26/2027); ATSSA Traffic Control Supervisor (TCS) (Exp.07/11/2027); Erosion Control Coordinator (ECC), (Exp. 06/22/2024)

John has over 37 years of experience in highway construction inspection, materials coordination, and materials testing. He worked for ADOT as a Lab Supervisor for the Willcox and Holbrook Labs, where he was responsible for the training, supervision, and evaluation of ADOT and consultant lab technicians who performed testing on highway construction materials for projects. While in this position, he constructed a new mobile lab to test aggregates and asphalt for the Holbrook District; he also spear-headed a new process for dry compacted asphalt samples utilizing a Vacuum Drying Machine for ADOT. John was an advocate for creating a new test procedure utilizing this method (other labs throughout the state have switched to this new system due to positive efforts).

As a Field Construction Supervisor, John specializes in roadways, new paving, and pavement rehabilitation. He has inspected and supervised inspection staff and field-tested materials on multiple paving projects that include End Product Superpave 417, End Product AC 416, AR-ACFC 414, ARAC 413, Miscellaneous AC 409, cold recycled asphalt, and other bituminous seal coats. John has inspected and overseen traffic control on multiple projects that he was responsible for maintaining compliance with the Manual of Uniform Traffic Control Devices (MUTCD), and he has documented and approved traffic control quantities.

Relevant Experience

- **ADOT Southeast District Various Projects, Southeast District, AZ** | **Role:** Chief Inspector
- **ADOT Materials Coordinator and Inspector: Globe, Safford and Willcox, Southeast District, AZ** | **Role:** Lab Supervisor/Project Supervisor
- **ADOT Materials Group, Pinal, Cochise, and Graham Counties, Southeast District, AZ** | **Role:** Lab Supervisor
- **ADOT US 60 (Phoenix – Globe Highway), Silver King Section and Superior, Materials Group, Globe, Pinal County, Southeast District, AZ** | **Role:** Lab Supervisor

Project Specialists



DAN ROSS – PROJECT CONTROLS / ESTIMATING / CONSTRUCTION SCHEDULING

Years of Exp./Years w/Firm: 48/8 | Education: Courses towards a BS in Management, LaSalle College | Training: Project 2; Primavera: Contract Manager; Timberline

Dan has more than 45 years of experience in project controls management on engineering and construction projects for light rail, commercial, industrial, petro-chemical, refinery, chemical, steel, tunneling, and power projects. Dan expertly steers construction projects from concept to completion, based on a thorough knowledge of cost estimating, project planning and scheduling, contract administration, and cross-disciplinary communication.

Dan provides scheduling and independent cost estimates for existing and new project pursuits. He understands the complexities of managing cost, schedule, and resources; and offers solutions to mitigate risk and yield the maximum value for clients' investments. Dan strives to balance the need to meet budget milestones and attain desired quality using a comprehensive approach that is customized to individual needs.

Relevant Experience

- **City of Tucson Downtown Links Phase III: 6th Street Underpass to Broadway Boulevard, Tucson, AZ** | **Role:** Estimator/Scheduler
- **City of Tucson Houghton Road Bridge at UPRR Tucson, AZ** | **Role:** Master Scheduler
- **City of Tucson 22nd Street Bridge at UPRR Tucson, AZ** | **Role:** Master Scheduler/GMP Reviewer/Estimator
- **MCDOT Northern Parkway, 111th Avenue to Dysart Road, Glendale, El Mirage and Peoria, AZ** | **Role:** Master Scheduler
- **ADOT I-19 (Nogales – Tucson Highway), Ajo Way (SR 86 TI), Southcentral District, Tucson, AZ** | **Role:** Master Scheduler
- **Waterline Rehabilitation, SR 101L Price Freeway and SR 202L Santan Freeway Interchange (WA2008.101), Chandler, AZ** | **Role:** Chief Estimator



MICHAEL TOWERS, ATTI – ESTIMATING / CONSTRUCTION SCHEDULING

Years of Exp./Years w/Firm: 27/1 | Education: BS, Construction Management, Arizona State University; AS, Engineering Technologies, Glendale Community College | Licenses/Registrations: ATTI, Field Technician (#18671F) (Exp. 04/13/2029)

Michael has over 27 years of experience in project and construction management specializing in heavy civil construction projects for local public government agencies. During his career he spent 18 years with the FCDMC as a Construction Manager. He is proficient with all aspects of bringing multi-million-dollar projects from inception to completion. Michael has managed the delivery of large construction projects valuing over $250M with a total cost growth of approximately six percent which he was held accountable for in controlling scope, budget costs, and schedules. He analyzed all cost increases which affected the budget and schedule while working with contractors, then followed through with the change orders to modify the contracts. Michael performed inspections of all completed work tasks and did the field quantity measurements to pay the contractor timely under the monthly pay estimates cut-off dates.

After his employment with FCDMC, he worked as a Construction Coordinator where he was a construction estimator for contractors preparing bids. Additionally, he served 12 years with the United States Army National Guard in an Engineer Battalion. His education, background, knowledge, and experience provide value to any construction project at both levels of inspection and administration.

Relevant Experience

- **Arizona Department of Transportation (ADOT)—Various Projects, Various County, Northwest District, AZ** | **Role:** Project Supervisor
- **Flood Control District Maricopa County (FCDMC) Canals, Washes, Levy's, Dikes, Flood Retardant Structures (FRS), Freeways, Roadways, Stormwater and Sewer Systems, Maricopa County, AZ** | **Role:** Construction Project Manager
- **FCDMC Buckeye Flood Retarding Structure (FRS), Phase 2B, Buckeye, AZ** | **Role:** Construction Project Manager
- **City of Phoenix On-Call Services, Jomax Road: I-17 to Norterra Parkway, Phoenix, AZ** | **Role:** Project Manager



RICK STOLL, ACI, ATTI, TCS – PROJECT SUPERVISOR / INSPECTION SUPERVISOR

Years of Exp./Years w/Firm: 29/11 | Education: BS, Geophysics, San Diego State University, San Diego, CA | Licenses/Registrations: ACI, Concrete Field Technician (Exp. 07/14/2028); ATTI, Field Technician (Exp. 09/18/2026); ATSSA Traffic Control Supervisor (Exp. 12/15/2025)

Rick has over 29 years of experience as a Construction Materials Technician, Inspector, Senior Engineering Technician, and Special Inspector. He specializes in materials inspection and paving operations throughout the Tucson area. Rick has vast experience in providing inspections and materials sampling/testing in the lab and field for numerous projects utilizing ASTM, AASHTO, and ADOT standards and Arizona test methods.

Rick's materials experience encompasses field sampling of asphaltic concrete paving mixes and conducting Marshall bulk density, rice maximum theoretical density, stability and flow and laboratory testing for soils and aggregates, proctors, AC core bulk density, minimal bituminous determinations using the ignition furnace, and field density testing for soils/aggregates using both the nuclear gauge and sand cone density apparatus.

Rick is an experienced paving inspector/inspection supervisor overseeing paving operations, which includes joint patterns, compacted thickness, temperature, monitoring tack coat application rate (spread rate), verifying and checking contractor's daily asphalt yield calculations, and determining random sampling locations for sampling and coring. He has also provided special inspections of mass fills, tracking lifts, and testing results, ensuring the requirements of the geotechnical report are adhered to and has provided sampling of subgrade, backfill material, aggregate base, PCCP, and AC.

Relevant Experience

- **City of Tucson Miscellaneous Construction Surveillance for Transportation Projects (Contract 110094-04), Tucson, AZ** | **Role:** Senior Construction Inspector
- **City of Tucson Mill and Overlay Rehabilitation Package 1, Tucson, AZ** | **Role:** Senior Construction Inspector
- **City of Tucson Mill and Overlay Rehabilitation Package 2 (#S409-233-16RC-02), Tucson, AZ** | **Role:** Senior Construction Inspector

- **PCDOT Capital Improvement Projects; Construction Surveillance and Inspection, Road Pavement and Preservation Program; Residential Curb Ramp Installations (ADA Compliance), Multiple Locations, Pima County, AZ** | **Role:** Inspection Supervisor



MARK SCHALLIOL, RLA, ECC – LANDSCAPE ARCHITECT / SWPPP

Years of Exp./Years w/Firm: 47/3 | Education: BS, Agriculture/Landscape Architecture, Purdue University, West Lafayette, IN | Licenses/Registrations: RLA in AZ (#17696); Erosion Control Coordinator (Exp. 1/16/2025)

Mark has more than 40 years of experience in landscape architecture. More than three decades of his career have been in landscape architecture management roles for ADOT's Maintenance District, Central District and Roadside Development Services. Mark started with ADOT as a landscape designer and progressively moved into roles as a Resident Landscape Architect and Roadside Maintenance Manager. He has a strong background in landscape design, project management, inspection and leading construction administration efforts on large landscape projects associated with freeway, local street, and rest area construction. Having worked in several capacities at ADOT, Mark has a thorough understanding of the landscape guidelines associated with ADOT's Parkways, Historic and Scenic Roads Programs.

Mark's background in landscape construction provides him with hands-on field inspection experience and knowledge of documentation requirements. He is well-versed in reviewing landscape submittals and certifications from the contractor and making sure they are in accordance with the contract documents. Mark also has experience conducting inspections of plants delivered to nurseries as well as inspecting salvaged plants (including their replanting measures). He is also experienced at performing SWPPP inspections in accordance with ADEQ permit requirements and field inspections of plants, soil mixes, placement of seed, and follow-up during warranty/establishment periods.

Relevant Experience

- **MCDOT Northern Parkway: El Mirage Alternative Access, El Mirage, AZ** | **Role:** RLA/SWPPP Inspector
- **ADOT Various Locations, Central District, AZ** | **Role:** RLA/SWPPP Inspector
- **Houser Road from SR-87 to Vail, Pinal County, AZ** | **Role:** RLA/SWPPP Inspector
- **Thornton Road - I-8 to Selma, Pinal County, AZ** | **Role:** RLA/SWPPP Inspector

Office Administrators



DENISE FAIR, CPM – OFFICE ADMINISTRATOR

Years of Exp./Years w/Firm: 23/2 | Licenses/Registrations: Certified Project Manager (CPM) | Training: Pima County Specifications; ADOT Standard Specifications; FHWA Specifications

Denise brings a wealth of knowledge to CEI from her 23 years of experience with Pima County. She's an expert in contract review, documentation and labor compliance adhering to Pima County, ADOT and FHWA specifications. She's an excellent team player training contractors and inspectors as needed to maintain proper documentation. She takes the lead on general communication between the contractor and county for weekly reporting, meetings, and project closeouts.

Relevant Experience

- **City of Tucson Downtown Links Phase III: 6th Street Underpass to Broadway Boulevard, Tucson, AZ** | **Role:** Office Administrator
- **Pima County – Various Projects, Pima County, AZ** | **Role:** Field Office Manager
- **Pima County – Various Projects, Pima County, AZ** | **Role:** Contract Administrator



AFTON BROWN – OFFICE ADMINISTRATOR

Years of Exp./Years w/Firm: 22/19 | Education: Utah Valley University; Glendale Community College | Training: Davis Bacon Compliance, Bipartisan Infrastructure Law, U.S. Department of Labor's Wage and Hour Division; 2022 Virtual DOL Forum - Construction and Government Contracting Industry, The U.S. Department of Labor's Wage and Hour Division

Afton has 20 years of general office administration experience, 14 of which have been working as a field office administrator on state and local government transportation and aviation construction administration projects. She has comprehensive knowledge of policies and procedures and contract documentation requirements serving as a Field Office Manager/ Administrator. Afton's skills and training enable her to prioritize responsibilities effectively and ensure contractor compliance with federal and state labor laws.

Afton's work experience includes providing office supervision and construction administration documentation on projects for ADOT, ADOT Aeronautics Group, MCDOT, and the Town of Gilbert. For two years, Afton worked in ADOT's Field Reports office and performed various administrative functions, including verification of labor compliance by reviewing Davis Bacon Wages on contractor certified payrolls. Her specialization in this area qualified her to serve as a Payroll Compliance Administrator, supporting a team of labor compliance and field office specialists, on the $1.7B new SR 202L South Mountain Freeway in the Phoenix Metropolitan area.

Relevant Experience

- **City of Tucson—Davis-Bacon Compliance, Multiple Projects, AZ | Role:** Labor Compliance/Payroll
- **MCDOT Northern Parkway Corridor: Dysart Road to 111th Avenue, Agua Fria River Bridge, Maricopa County, AZ | Role:** Construction Administration
- **Flood Control District Maricopa County (FCDMC)—Multiple Projects, Maricopa County, AZ | Role:** Office Administrator

SUBCONSULTANTS

Based on the scope of work presented in the RFQ, we anticipate using a subconsultant partner, Rider Levett Bucknall, for independent cost estimating (ICE) services.

RLB Rider Levett Bucknall

RLB's approach allows them to deliver successful outcomes to property and construction projects by tailoring their services to match client goals and needs. The RLB team specializes in creating, evaluating, and managing project controls that address the critical issues of time, cost, scope, and quality in the built environment.

RLB's team of cost management specialists and quantity surveyors are industry-leading professionals who provide clients with the knowledge, resources, and tools necessary to make confident and informed decisions. From conceptual and detailed cost estimating, cost planning, cost control and construction risk management to bid and contract documents, financial analysis of construction contracts, and dispute resolution analyses, clients rely on their overall dedication to the integrity of their projects.



CAMILO ABUABARA, PE, CET – SENIOR COST MANAGER

Years of Exp./Years w/Firm: 37/2 | Education: Bachelor of Engineering (Civil Engineering), Pontificia Universidad Javeriana, Bogota, Colombia | Licenses/Registrations: Professional Engineer (PE), Professional Engineers of Ontario (PEO); Certified Engineering Technologist (CET), Ontario Association of Certified Engineering Technicians and Technologists (OACETT)

Camilo is a Senior Cost Manager (Civil) with RLB and has over 37 years of experience working as a Construction Engineer for road, bridge, and highway construction companies. His experience includes items such as earth excavation, foundations, shoring, retaining wall systems, reinforcement layout and concrete pour, asphalt, water main systems, sewer systems, mining civil works, and effectively handling construction projects.

Camilo has strong working experience and accuracy in preparing civil cost estimates, construction progress schedules, specifications, and productivity for materials, labor, and equipment. He has comprehensive knowledge and experience in steel and wood framework, concrete forms, reinforcing steel, and earth movement. He ensures that all materials being used comply with the specifications of the contract.

Relevant Experience

- **City of Tucson Los Reales Sustainability Campus Full Design, Tucson, AZ** | **Role:** Senior Cost Manager
- **Pima Road Widening Quantification Services, AZ** | **Role:** Senior Cost Manager
- **City of Casa Grande Peters Road: Burris to Thornton, Casa Grande, AZ** | **Role:** Senior Cost Manager

Samá is a DBE/MBE/SBE firm dedicated to providing high quality, reliable, service to their clients undertaking large scale highway and light rail/commuter rail projects. Their staff brings a vast pool of experience from projects throughout the Western United States including having staff that has delivered projects for Caltrans, Valley Metro, Seattle Sound Transit, LA Metro, Denver RTD, Port of Long Beach, Dallas Area Rapid Transit, and San Diego Association of Governments.

With experience in traditional delivery methods as well as Design-Build, CMAR, and P3, Samá provides construction management, inspection, testing, scheduling, claims management, and value engineering support services. These services are all based on a core foundation of partnering not only with clients to ensure their needs are understood and met, but also in developing long-lasting relationships with all associated project stakeholders.



RYAN ESPOY, PE, CCM, QSP/D – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 20/1 | Education: BS, Civil Engineering, Colorado State University | Licenses/Registrations: PE in AZ (#62477)

Ryan has more than 20 years of Construction Management experience where he has served both as the contractor and as an owner's representative; most recently serving as the Resident Engineer for District 8's Desert Center I-10 Reconstruction. Having been part of high-profile projects throughout the Western US, his expertise also includes a detailed understanding of alternate project delivery methods such as CM/GC, Design-Build, and Public Private Partnerships (P3). These experiences have led to a detailed understanding of the complexities of managing a construction project team, risk-mitigation, claims management, scheduling, stakeholder engagement, and implementing creative solutions via value engineering.

During his career, Ryan has also acquired a wealth of technical knowledge having constructed a variety of steel and concrete bridges, walls (CIP, soldier pile, MSE, secant pile, soil nail), JPCP and HMA highways, experimental roadway sections, mass earthwork, and significant wet and dry utilities. Additionally, he possesses in-depth knowledge regarding railroad tracks, systems, and facility construction for commuter and light-rail mass transit projects.

Relevant Experience

- **Valley Metro Downtown Hub/South Central Light Rail Extension CM/GC** | **ROLE:** Resident Engineer
- **Caltrans I-10 Pavement Rehabilitation Between Route 10/177 Separation and Wiley's Well Road Overcrossing, Blythe, CA** | **ROLE:** Resident Engineer
- **Dallas Area Rapid Transit Valley View Double Tracking and Bear Creek Bridge, Dallas, TX** | **ROLE:** Resident Construction Manager



ADALBERTO HERNANDEZ-RODRIGUEZ, PE – RESIDENT ENGINEER / INSPECTION SUPERVISOR

Years of Exp./Years w/Firm: 27/1 | Education: BS, Civil Engineering, Arizona State University | Licenses/Registrations: PE in AZ (#38773)

Adalberto has 27 years of project and construction management experience on Caltrans and ADOT Projects for construction and rehabilitation of interstates and rural highways. He has served at all levels and contributed to administrative and field duties on complex and high-profile projects including Design-Build and Construction Management at Risk. Additionally, Adalberto has served as Owner-Representative and Resident Engineer for Capital Improvement and roadway construction projects for MCDOT. He is currently providing services as Roadway Inspector for District 8 in Riverside County on I-10 Pavement Rehabilitation between route 10/177 Separation and Wiley's Well Road Overcrossing.

Adalberto's background also consist of providing CM/PM services for Federal agencies on roadway improvement projects on federal lands. He has been a Registered Professional Engineer for over 21 years and can an effectively interface at all project levels and use good judgment to supervise and direct technical staff and crews, and he has an excellent ability to solve field issues related to workmanship and quality standards on a great variety of construction

trades that include placement of Hot Mix Asphalt (HMA) and Jointed Plain Concrete Pavement (JPCP).

Relevant Experience

- **Caltrans I-10 Pavement Rehabilitation Between Route 10/177 Separation and Wiley's Well Road Overcrossing, Blythe, CA** | **ROLE:** Roadway Inspector
- **ADOT Quiet Pavement Overlay I-10 from I-17 to 101 Loop** | **ROLE:** Project Supervisor/Lead Inspector
- **Caltrans El Dorado Via Duct and Highway 50 Improvements, Sacramento, CA** | **ROLE:** Structural Inspector



DANIEL ELIAS, PE, QSD – RESIDENT ENGINEER

Years of Exp./Years w/Firm: 24/<1 | Education: BS, Civil Engineering, California State University, Irvine, CA | Licenses/Registrations: PE in AZ (#77222)

Daniel has over 24 years of experience in construction management, inspection, and civil design experience with an emphasis in construction and contract management. His technical experience includes construction, design, QA/QC procedures, compliance, permitting, NPDES SWPPP compliance, contract administration, specification preparation, construction cost control, claims mitigation, project closeout, cost estimation, constructibility review, project scheduling, and technical writing. He's successfully completed multiple federally funded ADOT highway projects in Tucson, Yuma, Kingman, and Phoenix.

Daniel's project experience includes state highway, roadway, bridge construction, traffic, signals, utilities, water/wastewater, rockfall protection, traffic control, facility buildings, public right-of-way landscape/irrigation, and civil site work. Additionally, he possesses significant experience with alternate project delivery methods including design-build and CMAR's. He possesses strong communication and analytical skills with substantial experience in claims negotiation, change order writing, technical submittal approval, proposal preparation, public relations, business development, and business operations.

Relevant Experience

- **ADOT Southcentral - SR 86 (Valencia Road to Kinney Road)** | **ROLE:** Resident Engineer
- **MCDOT Palo Verde Road Bridge Replacement at Roosevelt Irrigation District Canal** | **ROLE:** Resident Engineer
- **ADOT SR 95 Lake Havasu to I-40** | **ROLE:** Resident Engineer



Construction oversight at the DTL project.

Staff Experience

The following table shows some of our team members experience with various project types and illustrates the unique and extensive experience CEI has, especially within Pima County and the City of Tucson.

KEY PERSONNEL/CERTIFICATIONS	Years of Experience	City of Tucson Experience	PAG Experience	ADOT Experience	Expertise			Project (Type) Experience									
					PM/CM	Cost Estimating	Inspection	Streets & Utilities	Water/Wastewater	Aviation	Transit	Building/Facilities	Lighting/ITS/Signals	Landscape	Traffic Control	ADA	Bike/Ped Facilities	SWPPP
RESIDENT ENGINEERS, PROJECT MANAGERS, & CONSTRUCTION MANAGERS																		
Barry Brown, PE	42	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
Brooks Keenan, PE, SE	49	✓	✓		✓		✓	✓	✓		✓	✓			✓		✓	
Julio Alvarado, PE	40		✓	✓	✓		✓	✓			✓				✓			
Joe Heller, PE	18			✓	✓	✓	✓	✓			✓		✓		✓	✓	✓	
Mark Dunbar, PE, CPM	47	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓		✓
Leonard Flores, PE, ACI, ATTI, TCS, ECC, ICC	33	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Pat Mahoney, PE, ACI, ATTI, TCS	34			✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓		✓
Vernon Mulenga, PE, ACI, ATTI, ECC	20	✓	✓	✓	✓		✓	✓		✓	✓		✓		✓	✓	✓	✓
John Murillo, PE, ACI, ATTI, TCS, ECC	38			✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Qui Nguyen, PE, ACI, ATTI, TCS, ECC	28		✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓	✓
Chris Page, PE	14		✓	✓	✓	✓	✓	✓	✓		✓		✓		✓	✓	✓	✓
Steve Pageau, PE, CCM	38	✓	✓	✓	✓		✓	✓	✓		✓		✓		✓	✓	✓	✓
Roger Patterson, PE, ACI, ATTI, TCS, CQM-C, ECC	42		✓	✓	✓		✓	✓	✓		✓	✓	✓		✓			
Majed Radwan, PE, ATTI, TCS, ECC, CQM-C	35			✓	✓		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
Ryan Espoy, PE, CCM, QSP/D (Samá)	20				✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
Adalberto Hernandez-Rodriguez, PE (Samá)	27		✓	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓	✓	✓	✓
Daniel Elias, PE, QSD (Samá)	24		✓	✓	✓	✓	✓	✓	✓		✓		✓	✓	✓	✓	✓	✓
PROJECT SUPERVISORS																		
Kyle Patterson, EIT, ACI, ATTI, TCDS, ECC	13		✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓	✓	
Bruce Horness, ACI, ATTI, AGC, ECC	40	✓	✓	✓	✓		✓	✓	✓		✓		✓	✓	✓	✓		✓
Tim Schmidt, ACI, ATTI, TCS, ECC	25	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓		✓	✓	✓	✓
Manny Bonorand, ATTI	47	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓	✓		✓
John Scoggin, ACI, ATTI, TCS, ECC	37		✓	✓	✓		✓	✓	✓		✓	✓	✓		✓	✓		✓
PROJECT SPECIALISTS																		
Dan Ross (certified in Primavera)	48	✓	✓			✓		✓	✓	✓	✓	✓	✓				✓	
Michael Towers, ATTI	27			✓	✓	✓	✓	✓		✓					✓		✓	✓
Rick Stoll, ACI, ATTI, TCS	29	✓	✓	✓	✓		✓	✓		✓			✓	✓		✓	✓	✓
Camilo Abuabara, PE, CET (RLB)	37				✓	✓	✓	✓	✓		✓				✓	✓		
LANDSCAPE																		
Mark Schalliol, RLA, ECC	47			✓	✓		✓	✓	✓					✓		✓		✓
OFFICE ADMINISTRATORS																		
Denise Fair, CPM	23	✓	✓															
Afton Brown	22	✓		✓														



Construction oversight at the DTL project.

3. QUALIFICATIONS OF THE FIRM

The Consultant should describe the firm's qualifications in regard to performing construction oversight and general construction administration. This section should list the key points of contact within the firm, and their individual and collective experiences in dealing with City staff.

Describe the firm's management and organization capabilities. | *What internal procedures and/or policies are associated or related to work quality and cost control?* | *Describe internal quality and cost control measures or procedures.* | *Describe how the firm will responds to owner's concerns*

Construction Oversight and General Construction Administration

CEI has an extensive pool of resources comprised of 24 Arizona PEs who have experience providing CM/CA services on public works projects. CEI's services for CM involve managing projects on behalf of the client, taking on the responsibility of ensuring scope, budget and schedules are adhered to during design and construction. The following are some of the policies and procedures CEI uses to control schedule, cost, and quality on a project.

Understanding the On-Call Process

A typical on-call assignment process is as follows:

- City staff will identify their need for a project regarding staff augmentation. They will convey this need to the City's PM.
- The City's PM will contact CEI's Contract Manager (Barry Brown) with task request(s), construction scope of work, specific staff experience needed, duration, anticipated effort hours, and budget, etc. Typically, staff rates are approved at contract signing.
- Barry will identify available candidate(s) with matching qualifications and availability and propose them to the City's PM with prospective candidate's resume.
- City's PM will interview/select the engineer.
- Barry will submit a cost proposal matching the approved rate(s) and needed duration of the task and get approval/notice to proceed (NTP).
- The selected candidate will start on the specified start date and be assigned to the City's PM. They will report to this individual to receive their assignments.

Management and Organization Capabilities

Core Business Line. CEI's core business line is construction management, construction administration and inspection services (CM/CA&I). Our Construction Services Division is comprised of more than 129 engineers, project supervisors, inspectors, field technicians, and documentation specialists. The Division is managed by our President, Barry Brown, PE, and Executive Vice President, Maher Osman, PE, These individuals, along with several other company partners and officers, manage CM/CA&I services, either managing individual projects or augmenting owner/agency staff through on-call services contract. Our staff typically work on Capital Improvement Program (CIP) projects for a myriad of public agencies, including the cities of Tucson, Phoenix, Mesa, and Surprise, the Town of Gilbert, Pima, Pinal and Maricopa counties, the Arizona Department of Transportation (ADOT), and the Federal Highway Administration Central Federal Lands Highway Division (FHWA CFLHD).

Organizational Capabilities. CEI is one of Arizona's fastest growing independently owned firms, especially in Southern Arizona. As such, we have the internal capabilities and the flexibility to act quickly to meet clients needs. Unlike most of the larger, national firms, CEI's flat structure allows us to proactively address client issues quickly and efficiently, without having to go through corporate red tape to get approvals (often for time sensitive items).

As President of CEI, Barry Brown leads the way in customer service and meeting client needs. He is in direct contact with our client representatives, our RE's, and Project Supervisors on a daily basis. Barry is able to make decisions quickly and efficiently on behalf or our clients and has the authority to make decisions and expedite requests without getting "corporate" approval.

This allows our clients to focus on other important issues and not have to worry about waiting on approvals, which ultimately can delay a projects completion.

In addition, our Senior Resident Engineer, Chris Page assists in leading CEI's Southern Arizona operations in Pima County, which includes Tucson. Chris is in constant contact with Barry about the status and needs of our clients and their projects and works with Barry in providing quick resolutions to client issues.

CEI also has other in-house REs/CMs, Project Supervisors, Construction Inspectors, Field Office Managers, and Financial and Administrative Support in our Phoenix office that are available to help support our clients statewide.

Division Oversight and Performance. Our Construction Services Division's performance, from a financial and customer service perspective, is monitored by our Chief Executive Officer, John Patterson, PE, our Chief Financial Officer, Erik Thompson, CPA, and Controller, Jason Richards. CEI's managers, officers and Board of Directors meet on a monthly basis to review project financials, schedules, upcoming work, manpower needs, and recruiting efforts. This approach has proven to ensure that our clients' projects stay on budget and manpower performance expectations are met and/or exceeded.

On full-service projects, as well as feedback from our augmentation contracts, we have post-project meetings and identify Lessons Learned from experiences on the project/contract. We use these lessons as a tool to improve our level of customer service, and in some cases, a tool to measure specialty services we may need on future projects, including key hires or use of specialized subconsultants for unique services that we don't provide in-house.

Schedule Management

At the start of the contract and periodically, Barry will have communications with the City's PM regarding anticipated upcoming assignments by reviewing the City's CIP, schedules, types of projects, and overall anticipated needs. This allows Barry to be aware of upcoming needs and to plan for future staffing.

Being proactive on identifying the upcoming needs allows CEI to always be ready for assignments with the most qualified and experienced staff members for any given task request. With each task, our goal will be to find the best suited individual or team. We will review our personnel resources, considering factors such as experience, technical skills, certifications or special training, and availability for the assignment duration.

These items are taken into consideration before we submit a candidate(s) or team to the City. With this level of preparedness, we can provide personnel for most assignments within 48 hours, and at times, the very next day. We are aware that assignments are typically a minimum one-month period but could extend as projects progress or the City's workload changes.

Once a CEI team member is assigned to a project, they will meet with the City PM and review the planned inspection reports, weekly status update reporting, and paperwork vs digital documentation that the City wants processed daily and weekly. Each CEI team member will be provided with necessary transportation, material testing, safety protective equipment, and communication tools (laptops, phones) as required per contract. Each team member will also have required specifications and manuals, including Pima Association of Governments (PAG), City of Tucson Standard Details and Specifications, MUTCD Section for Traffic Control set-ups, and the equipment required to safely protect the workers and inspectors.

Our commitment to Tucson is to ensure we assign personnel who will be 100% committed to each assignment. We realize the importance of having available, committed, and experienced personnel from the start to the finish of a project. However, we understand that at times for reasons beyond our control, a key person may need to be replaced on a project or assignment. In those instances, it will be Barry's responsibility, along with the support of his staff, to find a replacement with the same or similar qualifications and experience.

The resumes of qualified and available replacement candidate(s) will be submitted to the City's PM for approval. CEI understands our role as an on-call consultant, and by providing qualified CM/CA&I staff that meets or exceeds the City's expectations, we will help ensure the success of the City's on-call program.

Procedures and/or Policies Related to Cost Control and Quality Control

Cost Control

The ultimate responsibility for cost control and invoicing rests with our Contract Manager. Our services will be monitored on a weekly basis. Our staff will enter their time on City-approved time cards on a weekly basis and be reviewed by our Contract Manager and signed by



Houghton Road Bridge at the UPRR.

the City's PM. Invoicing will follow City guidelines, be submitted monthly, and service effort hours will be billed based on City time cards. For task orders with a specific budget, CEI's Contract Manager will monitor the budget through a detailed monthly status report that includes projected cash flow expenditures and comparisons of actual against planned budget. The status reports will be submitted to the City's PM with the monthly invoices and discussed as needed.

Quality Assurance/Quality Control (QA/QC) Measures

Providing QA/QC oversight throughout the pre-construction and construction phases requires the RE to be experienced with public utility improvements, understand the design development process, and delivery method with an awareness of the required deliverables, and have a willingness to provide meaningful support for the success of the overall project. CEI repeatedly demonstrates these attributes. At right is a summary of the QA/QC methods we employ on projects.

Partnering/Dispute Resolution

At the pre-construction meeting, and depending on the level of staff assigned, CEI can assist the City PM in facilitating a discussion with the contractor regarding issue resolution and establishing a mutually acceptable issue escalation ladder that identifies how issues will be formally reviewed. CEI will work and communicate closely with the contractor to build trust, partnership, a teamwork environment, and facilitate the contractor's progress and needs while maintaining full compliance with the project requirements and specifications. For most issues, those involved with the disagreement at lower levels (CEI, City, inspection staff, and contractor) are included in this process to provide background and perspective on the issue. If the issue cannot be resolved or mutually agreed upon, the issue is escalated to a higher level.

Responding to the City's Concerns

Any concerns expressed by the City will be responded to in an expedient manner. Once we are aware of the issue, all relevant information will be gathered and discussed with the City. Any and all necessary actions agreed upon to resolve the concern will be taken. Involvement beyond the project level will be agreed upon in a partnering like manner. CEI has extensive experience with multiple City managers, survey crews, permit & traffic control reviewers, public information officers, water department personnel and many others to resolve project issues to the satisfaction of those individuals and groups. We listen to the concerns and work with all the stakeholders in addressing the issues but never do we ignore any of the City's requests. Our intent is always to reduce the frustrations of any staff members by being proactive where we can and timely when it's a reaction item.

Our Contract Manager will maintain continuous communication with the City's PMs to get feedback on our staff's performance along with ensuring we are meeting the City's expectations. This feedback will primarily be used to improve and tailor our services to the City's full satisfaction. At the conclusion of every assignment, Barry will coordinate with our staff and the City and conduct a debriefing regarding the overall performance and that the City's needs were fully met. If applicable, we will discuss "lessons learned"



PRE-CONSTRUCTION QUALITY APPROACH

- Clearly identify the RE and contractor roles and responsibilities and what is expected from them on each phase of document development.
- Clearly outline the applicable standards, details, schedule, and cost expectations.
- Review the contractor's QA/QC program in order to ensure compliance during project development.
- Facilitate and conduct submittal reviews and review comment resolution meetings, involving all impacted entities and stakeholders in this process.
- Ensure all review comments are resolved before the next phase starts, and that accepted comments are implemented.
- Provide alternate and recovery solutions regarding design options, materials use, construction means and methods, schedule, and costs.
- Maintain robust tracking logs and assist the project team with acquiring all necessary permits, and utility clearances/agreements.
- Assure that all required scope items are included in the final contract documents.

CONSTRUCTION QUALITY APPROACH

- Utilize experienced, qualified construction assurance professionals.
- Collect detailed photo/video documentation of pre-work project site conditions to assist with ensuring post-completion conditions are satisfactory.
- Constant observation with accurate and timely documentation of the contractor's work for compliance with the plans, specifications, and standards.
- Review the contractor's QA/QC program in order to ensure compliance during construction.
- Discuss QC issues and materials testing results at each weekly progress meeting, and quickly arrange for re-tests or referee testing if necessary.
- Address circulation, access, and field/physical conflicts in an expeditious manner.

4. AVAILABLE RESOURCES

The Consultant should describe the firm's current workload and its ability to complete these services in a timely manner. Special attention will be paid to present ongoing work with the City of Tucson, Pima County DOT, and ADOT (including executed contracts and contracts currently being negotiated).

Submit a specific Organizational Chart of personnel to be assigned to the services together with the specific project tasks that will be performed by the designated individuals. | Is an experienced project manager available to provide staffing assistance? | Are resources currently available to perform construction management for this contract? | List other ongoing projects. Identify if design or construction management is being provided for each project. | Describe the firm's internal measures that will ensure timely completion. | Identify the person or persons who will be responsible for maintaining the schedule. | Identify the firm's record for project completion with other recent clients.

Organizational Chart

CEI has organized a team that is ready to provide CM/PM services for the City's on-call contract. Our team of key personnel is illustrated in our organizational chart below and in the information provided on pages 11 through 26.

CITY OF TUCSON

PRINCIPAL / SENIOR RESIDENT ENGINEER
Barry Brown, PE

SENIOR RESIDENT ENGINEERS, RESIDENT ENGINEERS, PROJECT MANAGERS, & CONSTRUCTION MANAGERS
Barry Brown, PE
Brooks Keenan, PE, SE
Julio Alvarado, PE
Joe Heller, PE
Mark Dunbar, PE, CPM
Leonard Flores, PE, ACI, ATTI, TCS, ECC, ICC
Pat Mahoney, PE, ACI, ATTI, TCS
Vernon Mulenga, PE, ACI, ATTI, ECC
John Murillo, PE, ACI, ATTI, TCS, ECC
Qui Nguyen, PE, ACI, ATTI, TCS, ECC
Chris Page, PE
Steve Pageau, PE, CCM
Roger Patterson, PE, ACI, ATTI, TCS, CQM-C, ECC
Majed Radwan, PE, ATTI, TCS, ECC, CQM-C
Ryan Espoy, PE, CCM, QSP/D (Samá)
Adalberto Hernandez-Rodriguez, PE (Samá)
Daniel Elias, PE, QSD (Samá)

PROJECT SUPERVISORS
Kyle Patterson, EIT, ACI, ATTI, TCDS, ECC
Bruce Horness, ACI, ATTI, ECC
Tim Schmidt, ACI, ATTI, TCS, ECC
Manny Bonorand, ATTI
John Scoggin, ACI, ATTI, TCS, ECC

PROJECT SPECIALISTS (ESTIMATOR/SCHEDULERS)
Dan Ross
Michael Towers, ATTI
Rick Stoll, ACI, ATTI, TCS
Camilo Abuabara, PE, CET (RLB)

LANDSCAPE
Mark Schalliol, RLA, ECC

OFFICE ADMINISTRATORS
Denise Fair, CPM
Afton Brown

Current Workload and Availability

CEI's proposed key staff and other qualified professionals will be available to work on City projects over the length of this potential 5-year contract based on the timing and needs of the assignment.

We are unable to show our entire staff in this SOQ, but rest assured in addition to the REs, CMs, Project Supervisors, Estimators, and Schedulers shown in our Organization Chart (page 31), we have a deep pool of resources comprised of varying classifications to offer the City. CEI continues to grow and brings new staff on board weekly. We strive to hire the best-of-the-best in the local construction community. We make every effort to staff a project/assignment without compromising the project and schedule. Our Contract Manager, Barry Brown, is 100% committed to the success of assignments CEI completes under this contract. Our staff's current commitments are listed in the table below, along with their percentages of availability for the projects under this contract.

Key Person Current Workload	% of Time Devoted to Project
BARRY BROWN, PE, SCM	50%
ADOT Kingman TI, 75% through 10/2024, no other commitments.	
BROOKS KEENAN, PE, SE	10–20%
Downtown Links, 5% through 4/2025, no other commitments.	
JULIO ALVARADO, PE	10%
Various ADOT Projects, 90% through 6/2025, no other commitments.	
JOE HELLER, PE	50–100%
ADOT Phoenix, 50% through 3/2025, no other commitments.	
MARK DUNBAR, PE, CPM	75–100%
Permit Projects, 25% through 10/2024, no other commitments.	
LEONARD FLORES, PE, ACI, ATTI, TCS, ECC, ICC	10%
ADOT I-10 Gila River, 90% through 11/2025, no other commitments.	
PAT MAHONEY, PE, ACI, ATTI, TCS	50%
Scottsdale and Tempe Roadways, 80% through 5/2025, no other commitments.	
VERNON MULENGA, PE, ACI, ATTI, ECC	100%
ADOT Wickenburg, 100% through 11/2024, no other commitments.	
JOHN MURILLO, PE, ACI, ATTI, TCS, ECC	100%
ADOT Yuma, 100% through 2/2025, no other commitments.	
QUI NGUYEN, PE, ACI, ATTI, TCS, ECC	50–100%
CFL , 100% through 12/2024, no other commitments.	
CHRIS PAGE, PE	50–100%
ADOT Prescott, 50% through 10/2025, no other commitments.	
STEVE PAGEAU, PE	50%
Downtown Links, 50% through 4/2025, no other commitments.	
ROGER PATTERSON, PE, ACI, ATTI, TCS, CQM-C, ECC	50–100%
ADOT Tucson, 100% through 7/2025, no other commitments.	
MAJED RADWAN, PE, ATTI, TCS, ECC, CQM-C	50–100%
MCDOT Roadway, 50% through 12/2024, no other commitments.	
KYLE PATTERSON, EIT, ACI, ATTI, TCDS, ECC	50–100%
ADOT Temp. Tech. Projects, 100% through 7/2025, no other commitments.	

Key Person Current Workload	% of Time Devoted to Project
BRUCE HORNESS, ACI, ATTI, AGC, ECC	50–100%
Downtown Links, 100% through 4/2025, no other commitments.	
TIM SCHMIDT, ACI, ATTI, TCS, ECC	100%
ADOT Tucson, 100% through 5/2025, no other commitments.	
MANNY BONORAND, ATTI	50–100%
ADOT Permits, 100% through 10/2024, no other commitments.	
JOHN SCOGGIN, ACI, ATTI, TCS, ECC	100%
ADOT Safford, 100% through 02/2025, no other commitments.	
DAN ROSS	5-10%
Various, 15% through 10/025, no other commitments.	
MICHAEL TOWERS, ATTI	50–75%
FCDMC, 75% through 10/2024, no other commitments.	
RICK STOLL, ACI, ATTI, TCS	100%
Various with PCDOT, 100% through 8/2024, no other commitments.	
MARK SCHALLIOL, RLA, ECC	50%
Various with MCDOT & City of Scottsdale, 10% through 11/2024, no other commitments.	
DENISE FAIR, CPM	100%
Downtown Links, 50% through 04/2025, no other commitments.	
AFTON BROWN	50–100%
ADOT Permits, 50% through 7/2025, no other commitments.	
CAMILO ABUABARA, PE, CET (RLB)	35%
Various projects, 65% through 2024, no other commitments.	
RYAN ESPOY, PE, CCM, QSP/D (SAMÁ)	50%
Caltrans I-10 Desert Center Reconstruction, 100% through 12/2024, no other commitments.	
ADALBERTO HERNANDEZ-RODRIGUEZ, PE (SAMÁ)	50%
Caltrans I-10 Blythe Reconstruction, 100% through 8/2024, no other commitments.	
DANIEL ELIAS, PE, QSD (SAMÁ)	50%
Caltrans I-10 Blythe Reconstruction, 100% through 12/2024, no other commitments.	

PM Availability for Staffing

We propose staff that can serve in positions of Resident Engineers, PMs, CMs, Project Supervisor, Schedulers, and Cost Estimators to fulfill the scope requirements of the CMAS Group 2 category. Our Contract Manager, Barry Brown, PE, will be the City's main point of contact for providing staff or a full-service team to the City.

Our depth of resources allows us to provide multiple candidates without over committing. We understand that when we commit an individual to an assignment, he/she is 100% committed to that project whether it is full-time or part-time. When the City contacts Barry for an assignment, he will only provide a team and candidates who are qualified, available, and who can commit to the full task duration. Should something unexpected occur, he will contact the City's PM and discuss an acceptable replacement.

Resources Available for CM

CEI is very experienced and familiar with the on-call contract performance requirements as demonstrated by the numerous contracts we have held and currently hold with the City and other agencies. We understand that the successful outcome of an on-call contract is measured, to a degree, by the consultant's ability to staff multiple project assignments, either consecutively or simultaneously.

In order to accomplish this, the consultant must have:

- Deep pool of staff resources with exceptional abilities who can perform the work based upon the City's scope requirements
- Individuals who are available for the full duration of task assignments
- Staff who reside in the Tucson Metropolitan Area
- Staff with an excellent understanding of applicable processes and standards and construction guidelines

CEI meets or exceeds all these criteria! Our large resource pool provides the City with an experienced team or individual who will be 100% committed to each project.

Our staff's knowledge and experience in nearly all types of civil construction is another advantage that we offer the City. Our entire Construction Division staff has experience managing and/or inspecting all types of civil construction, including earthwork/grading/drainage, paving and concrete, underground utilities, minor and major structures/bridges, environmental compliance, and landscape. We also have several inspectors who can perform electrical, welding, building and several other types of specialized inspections. Over the years, we have brought on several former City inspectors who have been working exclusively on our City on-call contract assignments. Their understanding of City processes and reporting structures have allowed them to "hit the ground running" on every assignment.

Many of our key field staff reside in Pima County/Southern Arizona and have ADOT Southcentral District experience.

Many of our team members have Pima County and City of Tucson experience as well, including an in-depth knowledge of City, PAG, and ADOT construction standards and procedures, federal compliance, materials, UPRR, utility coordination, and public relations.

Our role will be to serve as an extension of the City's staff and support you to make sure all of your projects run as smoothly as possible.



Houghton Road looking North

Ongoing Projects

Due to the number of statewide projects that CEI has ongoing at any one time, below we have listed a representative sample of projects in which CEI is providing construction management services for the City of Tucson, Pima County, and ADOT either as a Prime or a subconsultant.

Ongoing Construction Management Projects	Prime	As a Sub	City of Tucson	Pima County	ADOT
Downtown Links Phase III: Amendment 1: 6th Street Underpass to Broadway Boulevard	✓		✓		
22nd Street, Kino Parkway to Tucson Boulevard Project - Pre-construction		✓	✓		
Tucson On-Call Construction Surveillance Services	✓		✓		
Davis Bacon and Related Acts Support Services	✓		✓		
Pima County On-Call Construction Surveillance & Inspection Services	✓			✓	
Temporary Technical Engineering Personnel Services ADOT Construction Group Statewide	✓				✓
CA for US-93/I-40 West Kingman TI	✓				✓
Airport Engineering Services at Grand Canyon National Park Airport		✓			✓
Mission Road Overpass at the Asarco Mine Haul Road		✓		✓	
Sunland - USFS FR 300 Repairs - Cragin Watershed		✓			✓
KHA - ADOT, APMS Design/Construction Administration/Management Services		✓			✓

Internal Measures to Ensure Timely Completion

Our Team's greatest value for timely completion and project success really comes down to the bid documents, having a clear understanding of all the constraints, and then addressing each constraint that can impact the project. Therefore, spending time up front to analyze all the issues the contractor has little control over is critical, as discussed in Section 2 regarding commitments from UPRR on their scheduling, reviews and work plans, and making sure all the permits and financial agreements are in place before bidding on the work. The same is true of all the utility companies—knowing who has the prior rights is really invaluable if something is not resolved or unexpectedly happens during construction. The more unknowns we remove from the contractor's plate the more likely they can prepare a comprehensive CPM and stay on schedule.

Prior to construction and once construction begins, we will constantly meet with the utility companies so the project does not fall off their radar. On the Houghton Road Bridge project, although 'No Conflict Letters' from SWG and Level III companies had been sent to and received by the COT, we encountered multiple conflicts on first day of the project. Lines of communication must be kept open until all underground work is completed so the utility personnel are fresh in our minds for support and resolving items.

When construction begins, our Construction Scheduler, Dan Ross, will constantly monitor the construction activities and critical path and make suggestions and provide guidance on logic restraints or modifications to the schedule to improve the work flow, especially after reviewing the resource loading against the actual work activities. Should things start to fall behind, alternative strategies will be extremely helpful to get back or ahead of schedule.

As teams are assembled, inclusion of "star performers" are important to the team's success, but it is also critical how those "stars" work together with other team members, coach and mentor them, and create a homogeneous culture of respect, professionalism, and teamwork. We have assembled a great group of REs and other support professionals and many of them have worked together on current, recent, and similar projects. The CEI Team will approach our relationship with the contractor and his subcontractors with professional respect for one another and establish a positive atmosphere. Our REs and Project Supervisors have excellent team leadership skills and have been extremely successful getting people to work together positively and productively.

Our Team is comprised of seasoned professionals who will be a great asset to the COT and contractor by ensuring the project stays on schedule, within budget, and are a tremendous resource to troubleshoot and resolve issues. The CEI Team will also be the internal link working with the contractor for project completion to ensure the project is successfully closed out in accordance with documentation and COT guidelines.

Please see pages 28-30 for further information on our cost, schedule, and quality control procedures.

Persons Responsible for Maintaining the Schedule

We have chosen Dan Ross and Mike Towers as shown in our Organizational Chart on page 31 that will be available to coordinate Construction Scheduling for the City's projects. Each of these individuals was chosen because they have years of construction scheduling experience and an excellent record of controlling costs and schedules for our clients.

Firm's Record for Project Completion

CEI has worked successfully with the City for many years and have had consecutive on-call construction surveillance contracts with the City since 2011, and with Pima County since 2009.

Below is a representative sample of CEI's recently completed projects for other clients. In most cases of differentiation in schedule and budget, it was due to added scope by the client or unforeseen items that were discovered during construction.

FIRM'S RECORD FOR COMPLETED CONSTRUCTION MANAGEMENT PROJECTS

CLIENT/ OWNER	PROJECT NAME	CEI CONTRACT AMOUNT		CONSTRUCTION COSTS		Construction Completed On Time & Within Budget In Accordance with Contract Documents?	REASON FOR VARIANCE
		START	END	START	END		
Pinal County	IPAZ–Hanna and Houser Roads and SR 87 Intersection Improvements (Federal: D-B-B)	$1,196,321	$1,168,347	$12.43M	$12.43M	Yes	CEI did not use full contract amount, saving the County money.
Pinal County	Meridian Road, Germann Road to SR 24 (D-B-B)	$882,970	$882,970	$8.94M	$8.96M	Yes	Owner-added change order for weather event and SRP delay.
Pinal County	Hunt Highway Phase 4 Corridor Improvements (6 Individual Projects) (D-B-B)	$1,588,892	$1,822,298	$19.23M	$19.91M	Yes	Owner added two new roadway projects to the original four projects.
City of Chandler	Ocotillo Road, Gilbert Road to 148th Street (Federal: D-B-B))	$678,806	$666,974.79	$6.76M	$6.76M	Yes	CEI did not use full contract amount, saving the County money.
City of Chandler	McClintock Drive and Kyrene Road Bike Lanes (Federal: D-B-B)	$564,616	$517,278	$4.74M	$4.75M	Yes	Owner-added scope to mill and overlay on Kyrene Road.
City of Chandler	Chandler Heights Road, Arizona Avenue to McQueen (Federal: D-B-B)	$1,232,771	$1,131,998	$7.99M	$7.34M	Yes	CEI did not use full contract amount, and contractor did not use allowance, saving the City money.
MCDOT	Northern Parkway Frontage Roads, Dysart Road to 111th Avenue and Bridge over Agua Fria River (Federal: D-B-B)	$5,150,218	$5,172,487	$43.08M	$44.33M	Yes	Unforeseen issues not in design were corrected in field (LPG gas line was relocated).
Town of Gilbert	Germann Road, Val Vista Road to Mustang Drive (CMAR)	$1,282,160	$1,646,494	$18.8M	$22M	Yes	Owner-added improvement for future development
Town of Gilbert	Lindsay Road, Pecos Road to SR 202L (CMAR)	$785,000	$1,100,000	$7.26M	$8.79M	Yes	Owner-added GMP and scope change for developer's access needs, new traffic signal, and intersection improvements

CITY OF TUCSON

City of Tucson

Business License

Business Name and Mailing Address:

CONSULTANT ENGINEERING INCORPORATED
PO BOX 37167
PHOENIX, AZ 85069-7167

License Number: T3009242
Issue Date: December 08, 2023
Expiration Date: December 31, 2024

Owner:
CONSULTANT ENGINEERING INCORPORATED

Doing Business As:
CONSULTANT ENGINEERING INCORPORATED

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2024
Expiration Date: December 31, 2024

CITY OF TUCSON

Non-Transferable

T3009242

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: CONSULTANT ENGINEERING INCORPORATED

Located At: 3161 E 47TH ST TUCSON, AZ 85713

Please refer to license number in all correspondence.

BY: _____
CFO/Assistant City Manager

6. RFQ #240161

CITY OF TUCSON

REQUEST FOR QUALIFICATIONS

240161

ON-CALL CIVIL ENGINEERING SERVICES

Due Date: Monday, May 20, 2024

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/36622

PUBLISH DATE: April 18, 2024

Attachments:
A - OFFER AND ACCEPTANCE.RFQ
B - 240161 SBE Program Provisions
C - 240161 DBE Program Provisions for Professional Design
D - 240161 COT ARPA Terms and Conditions
E - 240161 2 CFR Part 200.321 ARPA DBE Program Provisions
F - 240161 FTA Terms and Conditions
G - 240161 FTA DBE Provisions On-Call
H - 240161 HUD Forms

A. Notice of Request for Qualifications

A.1. City of Tucson

NOTICE OF REQUEST FOR QUALIFICATIONS NO. 240161

ON CALL PROFESSIONAL SERVICES FOR On-Call Civil Engineering Services

Notice is hereby given that the City of Tucson, hereinafter referred to as "COT" or "City", is conducting a competitive One-Step Process to retain approximately THIRTEEN (13) Firms to provide consultant design engineering, project management, and construction management on an "as-needed" basis. The City is seeking firms (hereinafter referred to as “Consultant”) to provide consultant services in the form of a multi-disciplinary team. The estimated annual budget for this project is eight-hundred fifty thousand dollars ($850,000). Individual projects not to exceed one million dollars ($1,000,000) however typical projects are under five-hundred thousand dollars ($500,000). Services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by COT that the Consultant's services will be required.

Multiple federal funding sources may be utilized including, but not limited to: Federal Transit Administration (FTA), Housing and Urban Development (HUD) and American Rescue Plan Act (ARPA).

COT invites interested firms to submit written Statements of Qualifications (SOQ’s) relating to this solicitation. A Screening Committee will evaluate firms’ qualifications and experience with similar projects. The firm(s) determined to be best qualified will then be invited to enter into negotiations with COT for billing rates under the contract. (Selection Plan: i.e.Thirteen Firms will be selected.)

Questions must be addressed to the Contract Officer listed in the solicitation.

SUBMITTAL DUE DATE: Monday, May 20, 2024 AT 2:00 pm LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Friday, April 26, 2024

TIME: 10:00 am

LOCATION: Microsoft Teams Virtual Meeting

Or call in (audio only): +1 213-293-2303 Phone conference ID: 582 483 611#

QUESTIONS SHALL BE DIRECTED TO:

Leticia Riesgo
(520) 837-4138
leticia.riesgo@tucsonaz.gov

Publication Dates: Friday, April 19, 2024 and Friday, April 26, 2024 published in The Daily Territorial

B. Introduction

B.1. Summary

This scope of work provides for consultant engineering design, project management assistance, and construction management services on an "as needed" basis. All work shall be performed to City standards, or other standards approved by the City Engineer.

Interested firms shall indicate which scope(s) of work they are proposing for. Evaluation criteria will be specific to the scope(s) selected.

B.2. Contact Information

Leticia Riesgo
Contract Officer
255 W. Alameda
6th Floor
Tucson, AZ 85701
Email: leticia.riesgo@tucsonaz.gov
Phone: (520) 837-4138
Department:
Transportation & Mobility

C. Scope of Work

C.1. INTRODUCTION

This scope of work provides for consultant engineering design, project management assistance, and construction management services on an "as-needed" basis. All work shall be performed to City standards, or other standards approved by the City Engineer.

STANDARD SPECIFICATIONS AND DETAILS

The PAG 2015, Volume 1 Standard Specifications and Details are on file in the City Clerk's Office. These Specifications and Details are incorporated herein by this reference and are as much a part of the Contract Documents as if they were attached hereto or as they may be modified herein.

Design engineering work may include, but not be limited to, roadways, drainage, bicycle/pedestrian facilities, minor water modifications, preparation of plans and specifications, post design services, and possible review of other consulting engineers' work for the City. Project management assistance will entail overseeing the design of small projects from inception up to construction while functioning as an agent of the City. It is the City's intent to retain approximately EIGHT (8) CONSULTANTS for these services with individual projects being awarded in the best interests of the City based on the qualifications, proposed scope of work and/or potential availability of the firms.

Construction management work will include, but not be limited to, management and oversight of construction projects as the Department's resident engineer. It is the City's intent to retain approximately FIVE (5) CONSULTANTS for these services with individual projects being awarded in the best interests of the City based on the qualifications, proposed scope of work and/or potential availability of the firms.

Individual projects assigned under this contract are not expected to exceed $1,000,000 unless a waiver is requested of and granted by the Director of Business Services.

Federal Transit Administration (FTA), local and/or Regional Transportation Authority (RTA) funding, ARPA and HUD funds may be utilized on specific projects under the Contract. Therefore, all federal, state and local requirements will be followed and the RTA shall be listed as additionally insured and as an additional indemnitee in the resulting contract. FTA Terms and Conditions are provided as an attachment to this solicitation and will be incorporated into the resulting contract. FTA Terms and Conditions cannot be modified or negotiated.

There are 2 groups under this RFQ. Each group will be evaluated separately and evaluation criteria will be specific to the group selected. Offerors shall indicate in their cover letter which group they are submitting on. Offerors may respond to Group 1, Group 2 or both groups.

C.2. GROUP 1 - CIVIL ENGINEERING SERVICES

The Consultant shall be expected to provide services within the civil engineering field, including but not limited to survey, right-of-way analysis, hydrologic and hydraulic analyses, drainage design, roadside design, and utility coordination/design. The Consultant may be expected to prepare technical reports, either for justification or support of a project, such as design concept reports, drainage reports, traffic

studies, and environmental determination studies. Tasks under this scope may include, but are not limited to:

- Pedestrian and bicycle facilities
- Pavement replacement / rehabilitation
- Water facility modifications
- Street lighting and pedestrian hybrid beacons
- GSI improvements
- Federally funded improvement projects
- Developer impact fee roadway widenings
- Hydrologic and hydraulic analysis
- Survey and right-of-way support
- Project management assistance representing the City

NON-CIVIL ENGINEERING DESIGN

This contract may require the need for environmental, landscape, electrical, structural, geotechnical, and/or other services; however, the consultant shall not be required to include any of these specialties on the project team at this time. If and when it is determined that a specific project will require any services that cannot be self-performed, the consultant will be asked to identify the subconsultant(s) for approval by the City Engineer's Office.

RESPONSE TIME

The consultant shall provide a design fee for each miscellaneous design requested by the City, within ten working days of notification. If necessary, each fee submittal shall be negotiated with the City's Project Manager until a fair and equitable fee is arrived at. Because response time may be critical to the City, continued delays in response time shall be cause to terminate the contract

C.3. GROUP 2 – CONSTRUCTION MANAGEMENT AND ADMINISTRATION SERVICES

The Consultant shall be expected to perform construction oversight, cost estimating, constructability reviews, and general construction administration. Duties associated with this scope will include, but are not limited to:

- Coordinating with the DTM project team during all phases of the project.
- Conducting weekly construction meetings.
- Reviewing the contractor's schedule for conformance to the specifications, logic, tasks, critical activities, and float.
- Meeting with the contractor as needed to resolve disputes.
- Identifying the potential for future conflicts, change orders, or claims.

- Preparing and maintaining a master log of contractor's submittals, RFIs and change order requests.
- Reviewing, analyzing, and responding to all requests for information, change order requests, and/or requests for extensions of contract time.
- Preparing all supplemental agreements.
- Coordinating with all necessary regulatory agencies and municipalities involved with the project.
- Providing ICEs to verify contractor's requests for extra work, change orders and claims.
- Maintaining an independent schedule in order to verify the feasibility of the contractor's schedule.
- Documenting and resolving unanticipated field conditions, disputes, and claims in accordance with our Specifications and any applicable laws.
- Assisting DTM in analyzing value-engineering proposals submitted during construction.
- Monitoring and verifying the contractor's preparation of record drawings.
- Conducting final inspections and reports on the results. Making recommendations for resolution of disputed items.
- Assisting with the preparation of the final punch list and processing Project Close-out documents, including completion and signoff of record drawings.
- Reviewing Stormwater Pollution Protection Plans.

D. Instructions to Offerors

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Business Services: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

D.2. PRE-SUBMITTAL CONFERENCE

If scheduled, the date and time of a Pre-submittal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-submittal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Qualifications due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Qualifications in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Qualifications or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written addenda to the Request for Qualifications. Oral statements or instructions will not constitute an addendum to this Request for Qualifications.

D.3. INQUIRIES

Any question related to the Request for Qualifications shall be directed to the Contract Officer. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged

to submit written questions via the Question and Answers section or electronic mail, at least five days prior to the submittal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Qualifications number, page and paragraph number. Oral interpretations or clarifications will be without legal effect.

D.4. ADDENDUM OF REQUEST FOR QUALIFICATIONS

The Offeror shall acknowledge receipt of a Request for Qualifications Addendum through the City's online bidding system by the specified due date and time.

D.5. FAMILIARIZATION OF SCOPE OF WORK

Before submitting a statement of qualifications, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a statement of qualifications will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

D.6. PREPARATION OF STATEMENT OF QUALIFICATIONS

A. All submittals shall be on the forms provided in this Request for Qualifications package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your statement of qualification should include the signed Offer form, acknowledgement of any solicitation addenda and your response to all evaluation criteria.

C. The Offer page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer Page, solicitation Addendum(s), or cover letter accompanying the submittal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the submittal shall initial erasure, interlineations or other modifications on the submittal.

E. It is the responsibility of all offerors to examine the entire Request for Qualifications package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

F. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.

G. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

D.7. SUBMITTAL FORMAT

A statement of qualifications should be submitted on the forms and in the format specified in the solicitation. Any information that the offeror requested to be held as confidential shall be clearly marked as such. The material should be in sequence and related to the solicitation. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer Form, all signed addenda, and the offeror's response to the Evaluation Criteria. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal

D.8. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Qualifications is an offer to contract with the City based upon the contract provisions contained in the City's Request for Qualifications, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language in their submittal. However, the provisions of the Request for Qualifications cannot be modified without the express written approval of the Director or his designee. Proposed modifications or exception to the indemnification language herein shall not be considered. If an offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Qualifications shall prevail.

D.9. PUBLIC RECORD

All statements of qualifications submitted in response to this Request for Qualifications shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

D.10. CONFIDENTIAL INFORMATION

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a submittal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

D.11. CERTIFICATION

By signature on the Offer page, solicitation Addendum(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.

D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

D.12. WHERE TO SUBMIT STATEMENT OF QUALIFICATIONS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system, https://procurement.opengov.com/portal/tucson-az.

NOTE: THE ENTIRE OFFER MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. LATE SUBMITTALS

Late submittals will be rejected.

D.14. OFFER PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the submittal due date and time.

D.15. WITHDRAWAL OF SUBMITTAL

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the submittal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

D.16. CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the City may enter into negotiations with the top ranked Offeror(s) to determine fees, and to negotiate any other portion of the Contract deemed by the City to be necessary. In the event that the City is not able to negotiate successfully with the top ranked Offeror(s), the City shall cease negotiations with that Offeror(s) and either begin negotiations with the next ranked Offeror(s) or may choose to cancel the solicitation in its entirety. In the event that the City is not able to negotiate successfully with the next ranked Offeror(s), the City shall cease negotiations with that Offeror(s) and either begin negotiations with the third ranked Offeror(s) or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror(s) whose submittal and subsequent negotiation is most advantageous to the City

D.17. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Registration for Purchase Orders. Please note that email notifications of newly published solicitations and addenda will be provided to those vendors that select email as their preferred delivery method in their vendor record through the City's Online Bidding System.

D.18. CITY OF TUCSON BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at https://procurement.opengov.com/portal/tucson-az.

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

D.19. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror(s) shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

D.20. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Qualifications, the City reserves the right to:

A. waive any immaterial defect or informality; or

B. reject any or all proposals, or portions thereof; or

C. reissue the Request for Qualifications.

A response to this solicitation is an offer to enter into negotiations and contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Submittals do not become contracts unless and until they are executed by the City's Director of Business Services and the City Attorney. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation addendum, a contract addendum, or by mutually agreed terms and conditions in the final contract documents

D.21. SUBMITTAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Business Services Department's Internet site at https://procurement.opengov.com/portal/tucson-az/contracts upon issuance of a Notice of Intent to Award or upon final contract execution.

D.22. PROTESTS

A protest shall be in writing and shall be filed with the Director of Business Services. A protest of a Request for Qualifications shall be received at the Business Services Department not less than five (5) working days before the Request for Qualifications due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. Identification of the Request for Qualifications or Contract number;

D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

E. The form of relief requested.

D.23. REQUEST FOR QUALIFICATIONS

A. An appropriately qualified selection committee shall evaluate the statements of qualifications and performance data that are submitted in response to the City's request for qualifications for the proposed contract.

B. If determined by the City and included by the City in the request for qualifications, conduct discussions with at least the number of persons or firms to be included on the short list as stated in the request for qualifications but not more than the number of persons or firms to be included on the short list plus two as specified in the request for qualifications regarding the contract and the relative methods of approach for furnishing the required professional services or construction services.

C. In order of preference, based on criteria established and published by the selection committee and included in the request for qualifications, select a short list of persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services. The number of persons or firms on the short list shall be the number of persons or firms specified in the request for qualifications. Those firms may then be asked to provide Presentations/Interviews with the selection committee. Criteria for the Presentation/Interviews may be different than those listed in the RFQ with the Interviewees being provided the criteria and weighting prior to the Presentations/Interviews.

D. The City shall enter into negotiations for a contract with the highest qualified person or firm for the professional services or for the construction services. The negotiations shall include consideration of compensation and other contract terms that the City determines to be fair and reasonable to the City. In making this decision, the City shall take into account the estimated value, the scope, the complexity and the nature of the professional services or construction services to be rendered. If the City is not able to negotiate a satisfactory contract with the person or firm considered to be the most qualified at compensation and other contract terms the City determines to be fair and reasonable, the City shall formally terminate negotiations with that person or firm. The City may undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject

all persons or firms on the short list. If a contract for construction services is entered into pursuant to this subsection, construction shall not commence until the City and contractor agree in writing on a fixed price or a guaranteed maximum price for the construction to be commenced.

E. The contract file shall contain the basis on which the award is made.

E. Selection Process

E.1. SELECTION PROCESS

The selection process is provided below:

- One-Step - Statement of Qualifications (SOQ)
  - For One-Step solicitations, a qualified committee will evaluate the SOQ's submitted and determine the offeror(s) most qualified to enter into negotiations for a contract.

F. Special Terms and Conditions

F.1. CONTRACT TERM AND RENEWAL

The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Consultant agrees that the parties shall have the right, to renew the Contract for two (2) additional two (2) year periods, or portions thereof. In the event that the parties exercise such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

F.2. SOFTWARE COMPATIBILITY

For the purposes of aiding the Consultant in the performance of their obligation under this Contract, the City shall furnish upon request all relevant data in the City's possession and shall direct City officers, agents and employees to render all reasonable assistance to Consultant in connection with Consultants performance under this Contract. The provision of such aid, assistance, information or services as received from the City shall in no way relieve the Consultant from obligations under this Contract. The City does not warrant the compatibility of City furnished data, either electronic or in any form, with the Consultant's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Consultant.

F.3. NOTICE TO PROCEED

The Consultant agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.

F.4. PRINCIPAL CONSULTANT'S RESPONSIBILITY

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Additionally, when modification to a construction contract is required because of an error or deficiency in the services provided under this Professional Design Services Contract, the City shall consider the extent to which the Consultant may be reasonably liable.

Neither the City's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Contract.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

The Consultant agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of the corporation who must be the holder of a current Arizona Certificate of Registration issued by the Board of Technical Registration for the practice of professional design services in the State of Arizona.

Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona Certificate of Registration issued by the Arizona Board of Technical Registration.

The Consultant shall be responsible for the completeness and accuracy of all services rendered and correction of all errors of omission or commission on the drawings, specifications, and other documents notwithstanding prior approval by the City.

By signing the Contract, the Consultant affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

F.5. DRAWING, STANDARD DETAILS, ETC.

City of Tucson drafting standards, standard details, specifications, and office procedures are to be used in the preparation of items required under this Contract unless directed otherwise by the City. The City will furnish the Consultant with copies of the necessary standard City documents. All final documents shall be prepared by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions.

F.6. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Services, the City shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the City only in accordance with those same rates.

The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.

F.7. INVOICING

The City will pay the Contractor following the submission of an itemized invoice(s) on the prescribed form as provided by the Contract Representative. Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested. The invoice shall be submitted based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the City and acceptance of the work, final payment shall be made.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

Invoices shall be submitted to the City’s Project Manager within 30 calendar days of the end of the month for all actual work completed for the billing period performed during the preceding month. The invoice to the City shall include invoices for sub-consultants for the same billing period included by the Contractor. The invoices shall be accompanied by any required labor and reporting forms.

F.8. SBE PROGRAM REQUIREMENTS

The SBE participation goal for this project will be evaluated during the negotiation phase prior to award.

Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Prime Consultant shall submit to the Business Services Department, Business Enterprise & Compliance Program, either a completed statement of proposed SBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The SBE Plan must include:

A. The name of the SBE subcontractors/suppliers;

B. The type and scope of work or service each SBE will perform;

C. The dollar value of each SBE's subcontract;

D. The dollar value of the prime contractor's self-performed work if claiming SBE credit;

E. The total dollar value of SBE work performed and percentage of the contract value;

F. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver request must be in place prior to issuance of Notice To Proceed (NTP).

A signed offer in response to this RFQ represents the offerors intent to comply with the SBE program.

See SBE Program Provisions in Attachments section.

F.9. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Business Services Department are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/ and click on Cooperative Contracting Program for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Business Services Department upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

F.10. KEY PERSONNEL

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The City encourages the Contractor to hire or subcontract if necessary in order to provide the best personnel. The Contractor must agree to assign specific individuals to the key positions.

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 thirty calendar 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.

F.11. DIRECT EXPENSES

Estimated direct expenses shall be submitted to the Project Manager prior to authorization to proceed. All direct expenses will be compensated at cost with no markup. Travel, mileage and per diem expenses shall be in accordance with General Services Administration (GSA) rates for the Tucson area or for the area that travel is taking place. Vehicle usage, lodging, and per diem expenses for the Contractor's out of town staff or sub-consultants must be identified and approved in the Contractor's cost proposal. Estimated travel expenses shall be submitted to the Project Manager for approval prior to authorization of specific travel. Contractor will make every effort to minimize or eliminate the need for direct expenses and will actively pursue options to consolidate travel/lodging expenses whenever possible.

Contractor shall not be reimbursed for normal business use mileage within Pima County. Contractor shall consider normal computer and telephone usage for daily activities as a part of overhead.

Travel expenses are limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Contractor is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Contractor shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. Contractor is responsible for utilizing the appropriate per diem rates for locations outside of Tucson where travel is taking place. In addition, Contractor is responsible for utilizing updated Per Diem Rates for subsequent Fiscal Years.

F.12. RATE ADJUSTMENT

The City will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City will determine whether the requested rate adjustment or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the contract extension.

F.13. DBE PROGRAM REQUIREMENTS

The DBE participation goal for this project will be evaluated during the negotiation phase prior to award.

Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Prime Consultant shall submit to the Business Services Department, Business Enterprise & Compliance Program, either a completed statement of proposed DBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The DBE Plan must include:

A. The name of the DBE subcontractors/suppliers;

B. The type and scope of work or service each DBE will perform;

C. The dollar value of each SBE's subcontract;

D. The dollar value of the prime contractor's self-performed work if claiming DBE credit;

E. The total dollar value of DBE work performed and percentage of the contract value;

F. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver request must be in place prior to issuance of Notice To Proceed (NTP).

A signed offer in response to this RFQ represents the offerors intent to comply with the DBE program.

F.14. FEDERAL TRANSIT ADMINISRATION (FTA) REQUIREMENTS

Any contract awarded pursuant to this solicitation will contain the FTA Terms and Conditions listed in the corresponding attachment titled, "FTA Terms, Conditions and Certifications".

F.15. SECTION 3 HUD CLAUSE

24 CFR Part 75

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

G. Insurance Requirements

G.1. INSURANCE PROVISIONS OVERVIEW

The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City and the Regional Transportation Authority (RTA) as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: $1,000,000

General Aggregate: $2,000,000

Products & Completed Operations Aggregate: $2,000,000

Personal and Advertising Injury: $1,000,000

Blanket Contractual Liability: $1,000,000

G.3. Commercial Automobile Liability

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.

Combined Single Limit: $1,000,000

G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: $1,000,000

Disease Each Employee: $1,000,000

Disease Policy Limit: $1,000,000

*Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS §

23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

G.5. Professional Liability (Errors & Omissions)

Each Claim: $1,000,000

Annual Aggregate: $2,000,000

G.6. CLAIMS MADE INSURANCE COVERAGE

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. ADDITIONAL INSURANCE REQUIREMENTS

All policies shall include, or be endorsed to include, the following provisions:

A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.

B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.

C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G.8. NOTICE OF COVERAGE MODIFICATIONS

Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Business Services Department.

G.9. ACCEPTABILITY OF INSURERS

Contractors insurance shall have an “A.M. Best” rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G.10. VERIFICATION OF COVERAGE

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after

completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Business Services Department.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G.11. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G.12. EXCEPTIONS

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

H. Standard Terms and Conditions

H.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Business Services.

H.2. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.3. AMERICANS WITH DISABILITIES ACT

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

H.4. APPLICABLE LAW

This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

H.5. ARBITRATION

It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.

H.6. ASSIGNMENT-DELEGATION

No right or interest in this Contract 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's Director of Business Services. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

H.7. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

H.8. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

H.9. COMMENCEMENT OF WORK

The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

H.10. CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. 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 the Contract, unless otherwise agreed to in writing by the City.

H.11. CONFLICT OF INTEREST

Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.

H.12. CONTRACT MODIFICATIONS

No work outside of the contracted scope of work shall begin without an executed Contract Addendum and a written Notice to Proceed. Contractor shall notify COT immediately when projected hours for individuals under contract are within no less than 20% of exceeding the proposed hours. All direction regarding tasks, deliverables and level of effort shall originate with the designated City Project Manager/Contract Representative or the Business Services Department. No direction shall be taken from, nor shall any work commence with direction from, any other party.

H.13. CONTRACT ADDENDA

The Business Services Department has the sole authority to:

A. Amend the contract or enter into supplemental verbal or written agreements;

B. Grant time extensions or contract renewals;

C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Business Services Department. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Business Services Department through a written contract addendum or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

H.14. CONTRACT

The Contract shall be based upon the Request for Qualifications issued by the City and the Offer submitted by the Contractor in response to the Request for Qualifications. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Qualifications. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Business Services, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

H.15. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

H.16. DUPLEXED/RECYCLED PAPER

In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

H.17. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

H.18. 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) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor

shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

H.19. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

H.20. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated 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 the amount of the gratuity.

H.21. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.22. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify and hold harmless the City, Regional Transportation Authority (RTA), and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind

or nature, that may be asserted against, imposed on, or incurred by any of them, to the extent caused by the negligent, reckless, or intentional wrongful acts or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

If a court of law determines that this section is void because the language used does not comply with A.R.S. § 34-226, then the words or phrases that cause the provision to violate the statute will be deemed to have been retroactively modified in a way that complies with the statute but retains Contractor's indemnity obligations to the fullest extent not inconsistent with the statute.

H.23. INDEPENDENT CONTRACTOR

It is understood that each party shall 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 party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

H.24. INSPECTION AND ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

H.25. INTERPRETATION-PAROLE EVIDENCE

This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

H.26. 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.

H.27. LIENS

All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

H.28. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

H.29. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

H.30. OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in actual 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 materials or services used to fulfill the Contract.

H.31. PATENT INFRINGEMENT

The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

If appropriate, the Consultant shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

H.32. PAYMENT

The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices

by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

H.33. PROTECTION OF GOVERNMENT PROPERTY

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Business Services. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

H.34. PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

H.35. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

H.36. RIGHT TO ASSURANCE

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

H.37. RIGHT TO INSPECT

The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

H.38. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

H.39. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

H.40. SHIPMENT UNDER RESERVATION PROHIBITED

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

H.41. SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Business Services. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

H.42. SUBSEQUENT EMPLOYMENT

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Business Services is received by the parties to this Contract, unless the notice specifies a later time.

H.43. SUSPENSION OF WORK

A. The City may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City.

B. The Consultant agrees that no charges or claims for damages shall be made against the City for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the City of any of the rights herein.

H.44. TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

H.45. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

H.46. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

H.47. WARRANTIES

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

H.48. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

I. Vendor Questionnaire

I.1. Forms to be filled out.

Cover Letter*
Please upload your Cover Letter.

*Response required

Statement of Qualifications in response to the Evaluation Criteria*
Please upload your Statement of Qualifications in response to the Evaluation Criteria.

*Response required

Confidential Information*
Does your response to this solicitation contain a request to hold some portion of your response confidential and withhold from public record?

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

*Response required

Exceptions to Contract Provisions*
In accordance with Paragraph D.8 of the Instructions to Offerors, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

Is your firm submitting any exceptions for the City's consideration?

*Response required

Offer Page*
Please upload your offer page. Providing contact information and signed requiring that the selected firm agree to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

*Response required

I.2. Business License

Does your firm have a business license?
☐ Yes
☐ No

If yes, please upload the business license here.

J. Evaluation Phases

J.1. GROUP 1 - CIVIL ENGINEERING SERVICES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**FIRM EXPERIENCE ON SIMILAR PROJECTS** The Consultant should describe the firm's experiences in dealing with the various aspects that will be involved with these services. Special attention will be paid to those with experience on City of Tucson engineering projects. • Identify the type and location of similar work performed which characterizes the work quality. List specific references that may be contacted. • How does the experience identified above relate to the services?	Points Based	25 *(25% of Total)*
2.	**EXPERIENCE & QUALIFICATIONS OF THE DESIGN TEAM** In this section, the Consultant shall discuss the key members of the Project Design Team and their qualifications and experiences. In particular, the Project Manager and Project Engineer that make up the Project Team should be mentioned. Special attention will be paid to team members with previous experience working together on projects. • Identify the project principal, project manager, key staff, and their qualifications and experience as they relate to these services. • Extent of principal involvement. • Team and individual experience on similar contracts. • Time commitment of key team members. • Experience with water modification design. • Experience with design of bicycle and pedestrian facilities.	Points Based	25 *(25% of Total)*

3.	**QUALIFICATIONS OF THE FIRM** The Consultant should describe the firm's qualifications in regard to preparing studies, reports, plans, specifications, and estimates for civil engineering improvement projects. This section should list the key points of contact within the firm, and their individual and collective experiences in dealing with City staff. • Describe the firm's management and organization capabilities. • What internal procedures and/or policies are associated or related to work quality and cost control? • Describe internal quality and cost control measures or procedures. • Describe how the firm will responds to owner's concerns.	Points Based	20 *(20% of Total)*
4.	**AVAILABLE RESOURCES** The Consultant should describe the firm's current workload and its ability to complete these services in a timely manner. Special attention will be paid to present ongoing work with the City of Tucson, Pima County DOT, and ADOT (including executed contracts and contracts currently being negotiated). • Submit a specific Organizational Chart of personnel to be assigned to the services together with the specific project tasks that will be performed by the designated individuals. • Are resources currently available to perform the design work for this contract? • List other ongoing projects. Identify if design or construction management is being provided for each project. • Describe the firm's internal measures that will ensure timely completion. • Identify the person or persons who will be responsible for maintaining the schedule. • Identify the firm's record for project completion with other recent clients.	Points Based	15 *(15% of Total)*

5.	**PAST PERFORMANCE** Past Performance shall be scored by the committee based upon all information from City Departments, Project Managers, outside agencies, and references provided by the consultant. No response specific to this criteria is required.	Points Based	15 *(15% of Total)*

J.2. GROUP 2 - CONSTRUCTION MANAGEMENT AND ADMINISTRATION SERVICES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**FIRM EXPERIENCE ON SIMILAR PROJECTS** The Consultant should describe the firm's experiences in dealing with the various aspects that will be involved with these services. Special attention will be paid to those with experience on City of Tucson engineering projects. • Identify the type and location of similar work performed which characterizes the work quality. List specific references that may be contacted. • How does the experience identified above relate to the services?	Points Based	25 *(25% of Total)*

2.	**EXPERIENCE & QUALIFICATIONS OF THE RESIDENT ENGINEER** In this section, the Consultant shall discuss the key members providing Construction Management and their qualifications and experiences. Special attention will be paid to team members with previous experience on City of Tucson projects. • Firm's understanding of the deliverables required for a typical DTM construction project. • Qualifications and relevant education, experience and certifications. • Unique qualifications of resident engineer. • Familiarity with PAG, City of Tucson, ADOT and federal procedures. • Experience with water modifications. • Experience with bicycle and pedestrian facilities.	Points Based	25 *(25% of Total)*
3.	**QUALIFICATIONS OF THE FIRM** The Consultant should describe the firm's qualifications in regard to performing construction oversight and general construction administration. This section should list the key points of contact within the firm, and their individual and collective experiences in dealing with City staff. • Describe the firm's management and organization capabilities. • What internal procedures and/or policies are associated or related to work quality and cost control? • Describe internal quality and cost control measures or procedures. • Describe how the firm will responds to owner's concerns	Points Based	20 *(20% of Total)*

4.	**AVAILABLE RESOURCES** The Consultant should describe the firm's current workload and its ability to complete these services in a timely manner. Special attention will be paid to present ongoing work with the City of Tucson, Pima County DOT, and ADOT (including executed contracts and contracts currently being negotiated). • Submit a specific Organizational Chart of personnel to be assigned to the services together with the specific project tasks that will be performed by the designated individuals. • Is an experienced project manager available to provide staffing assistance? • Are resources currently available to perform construction management for this contract? • List other ongoing projects. Identify if design or construction management is being provided for each project. • Describe the firm's internal measures that will ensure timely completion. • Identify the person or persons who will be responsible for maintaining the schedule. • Identify the firm's record for project completion with other recent clients.	Points Based	15 *(15% of Total)*
5.	**PAST PERFORMANCE** Past Performance shall be scored by the committee based upon all information from City Departments, Project Managers, outside agencies, and references provided by the consultant. No response specific to this criteria is required.	Points Based	15 *(15% of Total)*

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

Printed Name

_____
Title

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20_____

_____
As Tucson City Attorney and not personally personally

Awarded:

This _____ day of _____ 20_____

_____
As Director of Business Services and not

BUSINESS SERVICES DEPARTMENT
BUSINESS ENTERPRISE & COMPLIANCE PROGRAM (BECP)
SBE PROGRAM PROVISIONS

PROJECT GOAL

The City of Tucson's Small Business Enterprise Participation goal for this project is as follows:

__% SBE – Provided by BECP

In consideration of the SBE goal on this project, the City identified the following trade areas as potential subcontracting opportunities to meet the goal, however, the Contractor may elect to meet the goal utilizing any subcontracting opportunity they deem appropriate.

List trade categories – Provided by BECP

I. SMALL BUSINESS ENTERPRISE REQUIREMENTS

A. DEFINITIONS

Bidder - A firm who submits a bid or quote on an individual project which conforms in all material respects to the requirements set forth in the solicitation, including compliance with any SBE participation requirements.

Certified Small Business Enterprise (SBE) – A local small business that is an independent and continuing enterprise for profit, performing a Commercially Useful Function, that has completed the application process for certification, and has met the requirements set forth in Title 49, Code of Federal Regulations, (49 CFR Part 26).

Commercially Useful Function - Is defined as the performance of real and actual services in the discharge of any contractual endeavor. An SBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Contractor - The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Eligible Contract - Any construction, construction services or professional design services contract undertaken by the City, unless otherwise precluded by law, *provided* the estimate for construction meets or exceeds one hundred thousand dollars ($100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars ($100,000); contracts which require a disadvantaged business enterprise goal pursuant to federal law; contracts awarded under sections 28-21 (sole source procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the Tucson Procurement Code.

Joint Venture – An association of two (2) or more persons, partnerships, corporations, business enterprises, or any combination of these entities established to form a single business enterprise but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The SBE partner(s) must be responsible for a clearly defined portion of the work performed which is set forth in detail and separately from the work to be performed by the non-SBE partner and is assigned a commercially reasonable dollar value. Furthermore, the SBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, and interest in

capital acquired by the Joint Venture and interest in earnings. Only the portion of work, supplies, and/or services attributed to the SBE, as a member of the Joint Venture, may be counted towards relevant SBE participation goals.

Small Business Enterprise (SBE) – A Minority, woman or non-Minority Owned business that meets the North American Industry Classification System (NAIC) size standard adopted by the City for the purposes of qualifying for SBE certification**.**

Subcontractor and Subconsultant – A person or entity that contracts to perform work or render service to a Contractor or to another Subcontractor as part of a contract with the City.

B. APPLICABILITY

The SBE program and policies are codified in Chapter 28, Article XIII of the Tucson Procurement Code. It is the responsibility of all contractors, subcontractors, vendors, suppliers and others who are interested in contracting with the City of Tucson to read and become familiar with this section of the City Code.

Only firms that are certified by the City of Tucson under Chapter 28, Article XIII of the Tucson Procurement Code, ***at the time of bid opening***, are eligible to fulfill SBE goals for City of Tucson projects.

In addition to subcontractors, the Prime Contractor may use their own participation towards fulfillment of the SBE participation goal if they are certified through the City of Tucson SBE program.

SBE Firms can be found by clicking on the "Search Registered Directory" button at https://tucsonaz.diversitycompliance.com. If the name of an SBE firm does not appear in the directory, it shall be the bidder's responsibility to ascertain the certification status of the SBE and determine the eligibility of the firm to meet the established goal. For any questions regarding the SBE Program and requirements, please call (520) 837-4000 or email at ContractorCompliance@tucsonaz.gov for assistance.

C. SBE PARTICIPATION

An SBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. An SBE shall be responsible for a clearly defined portion of the work to be performed.

D. SBE GOALS

To satisfy SBE goals, a certified SBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Bidders may meet the SBE project goals through the following methods:

Prime Contractor Participation – SBE prime contractors may use their own participation towards fulfillment of the SBE participation goals.

Subcontractor Participation - The bidder may utilize one or more certified SBE subcontractors to satisfy its SBE participation commitment and may claim the value of the commercially useful function to be performed by such subcontractor(s) to obtain credit toward the satisfaction of the applicable goal.

1. Bidders who utilize certified SBE firms whose participation are included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the SBE firm and may only take credit for the dollar value of that contract towards satisfying its SBE commitment in their proposed SBE plan. The dollar value must be a specific amount

based on anticipated work calculated by the subcontractor and is not reliant on any estimated values that may be listed in the bid schedule and cannot be specified as a range.

2. If a certified SBE subcontractor enters into second tier subcontracts consistent with the standard industry practices, such SBE subcontractor is performing a commercially useful function. If an SBE subcontractor subcontracts a significantly greater portion of its work to a non-SBE than would be expected by standard industry practices, it shall be presumed that the SBE is not performing a commercially useful function. Therefore, bidders are required to identify and report the use of any second tier subcontractors on the project.

3. Credit will be given when a SBE subcontracts part of the work of its contract to another firm only if the SBE's subcontractor is itself a SBE.

Supplier Participation - The bidder may contract with one or more certified SBE suppliers, provided that the supplier is a regular dealer of the materials supplied, to obtain credit toward SBE goals. The value of the commercially useful function to be performed by such SBE's and credited toward satisfaction of the applicable SBE goals is as follows:

1. If an SBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable SBE participation goal.

2. If an SBE supplier is a wholesaler warehousing the goods supplied or is a manufacturer's representative, the total contract amount is credited toward the established SBE goal; however, only twenty-five percent (25%) of the total SBE project goal may be met in this manner.

3. If an extraordinarily large proportion of a contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the twenty-five percent (25%) limit for suppliers may be increased, or a combination of these two methods may be utilized.

Joint Venture - Where a bidder engages in a joint venture to satisfy its SBE commitment, the SBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. The SBE joint venture partner must submit information for determining joint venture eligibility. ***The SBE joint venture must be approved as a SBE joint venture prior to bid opening.*** The Department of Procurement, Business Enterprise & Compliance Program shall determine the degree of SBE participation resulting from the joint venture which may be credited toward the applicable SBE goal of the project.

II. BID OPENING PROCEDURES

A. SUBMISSION OF THE SUBCONTRACTORS LIST AND SBE PLAN

In accordance with the Tucson Procurement Code Sections 28-48(2) and 28-150(4), all bidders must submit the City's Subcontractors List and the Proposed SBE Plan and the Affidavit of Good Faith Efforts, if applicable, with their bid. Bidders must list (1) **all** SBE subcontractors regardless of contract value and; (2) all first tier subcontractors with a contract value at or above $5,000.

The Subcontractors List and Proposed SBE Plan must include:

1. SBE Firms
    a. The name of the SBE firm
    b. The trade/industry (scope of work) of the SBE subcontractors/suppliers
    c. The dollar value of SBE's subcontract
    d. Include the prime contractor as an SBE, if applicable
        i. The dollar value of the prime contractor's self-performed work if claiming SBE credit

e. The total dollar value of SBE work performed and percentage of contract value
f. If the contract goal is not met, evidence of good faith efforts.

2. First Tier Subcontractors with contract value at and above $5,000
   a. The name of the Subcontractor
   b. The trade/industry (scope of work) the subcontractor will perform on the project

B. REVIEW OF SBE PLANS

The Procurement Director may determine that the bidder is nonresponsive where the bidder: (1) failed to provide a completed Subcontractors List and a Statement of Proposed SBE Plan form; (2) failed to identify SBEs by name, the scope of work and value of work as a percent of the total bid sufficient to meet the applicable SBE goal for that project; (3) failed to achieve the dollar value of credible participation by certified SBEs necessary to meet the project goals; or (4) failed to meet the requirements for a waiver of the SBE goal.

C. PRIME CONTRACTOR REPORTING OF SUBCONTRACTOR UTILIZATION

Prior to commencement of work, the Contractor is required to identify all subcontractors proposed to perform work on the project utilizing the City of Tucson's Contract Compliance Reporting System. Prior to contract closeout, Prime Contractor shall provide subcontractors performance ratings in accordance with Paragraph **IV. Miscellaneous Provisions; C. Contractor Performance Evaluation,** below.

III. GOOD FAITH EFFORT

If the SBE plan does not meet the project goals, the bidder may seek a good faith effort waiver. The application for a waiver shall be in writing and **must be completed and submitted with the bid documents**. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought, the scope of such waiver must be indicated and an SBE plan must also be submitted. The bidder must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals. Evidence of the good faith efforts shall include, but is not limited to the following:

a. Documentation of communication with the Department of Procurement seeking technical/professional assistance identifying available SBE's.
b. Copies of written notification to Certified SBE's regarding subcontracting opportunities on a project.
c. Documentation of efforts made to select portions of work for SBE subcontracting in order to increase the likelihood of meeting the SBE goals, including where appropriate breaking down subcontracts into economically feasible units in order to facilitate SBE participation.
d. Documentation of efforts to assist and negotiate with SBE's for specific sub-proposals and reasons for rejection of any such offer, including the names, addresses, and telephone numbers of SBE's who were contacted and reason for the rejection.
e. As to each SBE contacted which was considered not to be qualified, a written statement of the reasons for the conclusion.
f. Written quotes or records of verbal quotes solicited from all SBE's seeking subcontract work with bidders at the time of the proposal submittal.
g. Verification that the offeror rejected available SBE's because they submitted proposals which were unreasonably high, or they were not qualified. Such verification shall include a statement of the amounts of all proposals received from potential Subcontractors and all relevant dates.

The City's Procurement Director shall review the waiver and approve the waiver where the bidder has demonstrated good faith efforts or deem the bidder nonresponsive where they failed to meet the good faith efforts and the bid shall be rejected.

Right to Appeal Good Faith Effort Waiver or Plan Decision An aggrieved party has a right to protest a good faith waiver request or plan decision made by the Procurement Director as follows:

1. An aggrieved party may submit a protest in writing to the Procurement Director within five (5) days from the date of notice of the adverse decision notice. The protest must include the legal and factual basis for the protest along with any supporting documents.
2. Within five (5) days of receipt of the protest, the Procurement Director shall review the protest and all relevant supporting documents and render a decision notice in writing which includes the basis for the decision.
3. The decision of the Director is final and not appealable.

General Waiver or Reduction of SBE Goals The Procurement Director may waive or reduce the project goals if it is determined that the SBE availability is less than projected. In such circumstances, the Procurement Director shall certify that SBE's are not in fact available or that the amount of work, which occurred under the contract, was insufficient to support the established goals.

The City may waive a project goal, at least in part, if the bidder requesting a waiver receives from all qualified SBE's, in one trade or industry, quotes or proposal that exceeds the lowest quote or proposal of a qualified non-SBE competing for the same work by the lesser of fifteen percent (15%) or two hundred and fifty thousand dollars ($250,000). In such circumstances, the Procurement Director shall certify that SBE's are not ready, willing and able to provide the needed labor and materials at competitive prices.

A bidder may not compare self-performed costs against an SBE subcontractor proposal as justification for the rejection of a proposal.

The Procurement Director may verify and / or clarify information as it relates to the affidavit of good faith efforts, and / or the bidders' subcontractors list and statement of proposed SBE plan.

IV. MISCELLANEOUS PROVISIONS

A. SUBCONTRACTOR PERFORMANCE & SUBSTITUTION REQUESTS:

The contractor's distinct contract items of work to be awarded to SBE's shall be performed by the designated SBE. The SBE must perform a commercially useful function, that is, the SBE must manage, perform, and supervise a distinct element of work.

All subcontractor modifications (addition, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work.

In the event that an SBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Procurement Department's Business Enterprise & Compliance Program, the Contract Officer and the Project Manager. The SBE firm can only be terminated for good cause. The contractor shall immediately take reasonable good faith efforts to obtain another certified SBE firm to perform an equal or greater dollar value of the work. The contractor shall provide all pertinent information regarding the SBE substitution request including but not limited to:

1. The name of the original SBE firm, the description of work, the dollar value, the reason for the substitution request and a statement from the original SBE firm explaining why they can't perform the work.;
2. The name of the proposed substitute SBE's, description of proposed work and estimated dollar value of the work and any relevant information such as a written quote, etc.

SBE contract work items shall not be performed by the contractor in lieu of subcontracting, without obtaining prior approval as outlined above.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's obligation for SBE participation.

B. SBE PROGRAM COMPLIANCE

The contractor and all SBE subcontractors must comply with all aspects of the SBE Program. By submitting a bid to the City of Tucson; bidders bind themselves to make every good faith effort to meet the City's SBE goal. The contractor must also include a copy of the SBE contract provisions in every subcontract. An executed subcontract with all SBE subcontractors shall be completed prior to commencement of work, and available to the City of Tucson.

Failure by the contractor to comply with the SBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

(1) Withholding monthly progress or final payments;

(2) Withholding 10% of future payments;

(3) Contract termination;

(4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1183. The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Procurement Operations, Business Enterprise & Compliance Program, 255 W. Alameda, 8th floor Tucson, Arizona 85701 – PO Box 27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Department of Procurement, Business Enterprise & Compliance Program with the complaint process as detailed in the City of Tucson Ordinance No. 9158 comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

C. CONTRACTOR PERFORMANCE EVALUATION

At the conclusion of every City of Tucson construction project, the prime contractor is required to provide subcontractors performance ratings. Reporting will include a section to rate the performance of **all** project subcontractors from 1 – 5, based on industry standards. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.

BUSINESS SERVICES DEPARTMENT
BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED SBE PLAN

Solicitation/Contract No. _____ Project Name: _____

Enter your SBE subcontractors for this project in the following table per submission requirements contained in the applicable Tucson Procurement Code Section 28-150(4), 28-150(5) or 28-151.1(3). Any addition, deletion or substitution to the listed SBE subcontractors post award requires approval from and is at the sole discretion of the Procurement Director.

ALL PROPOSED SBE FIRMS (Print additional form to add more SBE firms)		
Subcontractor's Name	**Trade/Industry**	**Dollar Value of Contract**

Enter your committed subcontractors for this project in the following table per submission requirements contained in Tucson Procurement Code Section 28-48(2). Any addition, deletion or substitution to the listed subcontractors post award requires approval from and is at the discretion of the Procurement Director.

FIRST TIER SUBCONTRACTORS WITH CONTRACTS VALUED AT AND ABOVE $5,000 (Print additional form to add more subcontractors)		
Subcontractor's Name	**Trade/Industry**	**Dollar Value of Contract**

Bidder's Base Bid Amount $ _____

Total Claimed SBE Participation $_____ _____%

I hereby certify by signing below that the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: _____

Signature: _____ Phone No. _____

Date: _____ Name & Title: _____

BUSINESS SERVICES DEPARTMENT
BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
AFFIDAVIT OF GOOD FAITH EFFORTS

SOLICITATION/CONTRACT NO: _____

PROJECT NAME: _____

COMPANY NAME: _____

CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____

WHERE A BIDDER FAILS TO EXERCISE "GOOD FAITH" EFFORTS TO MEET SBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE BIDDER WILL BE DEEMED NONRESPONSIVE.

The intent of this certification is to document the good faith efforts implemented by the apparent low bidder in soliciting and utilizing SBE firms to meet the City of Tucson's SBE goal. This certificate will assist the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program in determining whether the apparent low bidder has implemented comprehensive good faith efforts. The burden of proof rests with the bidder.

1. Is a partial or complete waiver being sought? Please explain. Note: If a partial waiver is being sought the scope of such waiver must be indicated and a SBE Plan must also be submitted.

_____
_____
_____
_____

2. Provide a brief summary of why the SBE goal on this project has not been met. Attach supporting documentation.

_____
_____
_____
_____

3. Which portions of the contract proposal, in terms of the nature of the work, were selected to be subcontracted to SBE firms? Attach supporting documentation (e.g. memo, proposal, project breakdown, etc.).

4. Which portion of the contract proposal, in terms of suppliers was identified for SBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown etc.).

5. Which SBE firms were solicited in writing for subcontract or supplier quotes/bids? Also, in the appropriate space identify when the firms received subsequent telephone solicitations. Attach supporting documentation (e.g. copy of written solicitation to SBE firms, along with copies of telephone logs documenting follow-up communications, etc.).

Name of Company Contacted	Contact Person	Dates of Contact		Telephone #	

6. Was the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program technical or professional staff contacted for assistance? (Note that it is the policy of the Department of Procurement to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the SBE goal.) Attach necessary documentation.

Yes ____ No _____ Date of Contact _____ Contact Person _____

7. Describe any efforts undertaken to provide SBE firms with information about the project plans, specifications and requirements of the contract.

8. Describe any additional efforts undertaken to assist SBE firms (e.g. bonding assistance, lines of credit, etc.).

9. Indicate which SBE firms submitted quotes on the contract proposal and provide a brief explanation of the reasons why these quotes were rejected. If price was a factor provide documentation to show quotes received from non-certified firms.

Name of SBE Firm	Explanation for Rejecting Quotes

10. Were any bids from SBE Subcontractors that were no more than 15% or $250,000 greater than the accepted Non-SBE Subcontractor rejected? If so, describe in detail

11. Describe in detail any supplemental items or efforts which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation or sheets for this item.

Business Enterprise and Compliance Program (BECP)
Subcontractor Modification Form

The modification of **any** subcontractor after contract award requires prior approval by the Business Services Director

TYPE OF REQUEST _____**ADDITION** _____**REMOVAL** _____**REPLACEMENT**

_____**INCREASE** _____**REDUCTION**

ARE ANY SBE / DBE FIRMS AFFECTED? ____ **YES** ____ **NO** If yes, please explain: _____

_____

Contract # _____ Contract Name: _____

Prime Contractor: _____ Contact Name: _____

Email:_____ Phone: _____

	CURRENT SUBCONTRACTOR (as stated in Prime Contractor's Bid documents)	NEW PROPOSED SUBCONTRACTOR
SUBCONTRACTOR NAME		
SUBCONTRACT VALUE		
CONTACT NAME		
EMAIL		
PHONE		
ADDRESS		
DUNS		
SBE / DBE ?	SBE / DBE (circle one, if applicable)	SBE / DBE (circle one, if applicable)
SIGNATURE	By signing below, the Current Subcontractor indicates their understanding of, and agreement with, this modification and the explanation provided by the Prime Contractor in the "Reason for Request" field on this form: _____ Signature of Current Subcontractor (required)	

REASON FOR REQUEST:

(Note: Prime Contractor must explain why the subcontractor that was identified in the Prime Contractor's bid is now being modified. Reason must demonstrate that this modification does not violate City of Tucson Ordinance 9158 as well as Section 28-48(2), Section 28-150(6)(5), Section 28-151.4(1), and Section 28-151.4(2) of the Tucson Procurement Code. The City seeks to ensure that this request is not being made as a result of "**bid shopping**" on the part of the Prime Contractor.)

_____
_____
_____
_____
_____
_____
_____
_____
_____(attach supporting documentation as necessary)

Signature of Prime Contractor:_____ Date: _____

**********COT Use Only**********

APPROVAL

BUSINESS ENTERPRISE_____ DATE_____

BUSINESS SERVICES DIRECTOR_____ DATE_____

DBE PROGRAM PROVISIONS FOR PROFESSIONAL DESIGN SERVICES
RFQ xxxxxx: Attachment B

I. PROJECT GOAL

The City of Tucson has assessed a DBE goal for this project. Prime contractors should be aware that your obligation is to meet the DBE goal or submit an Affidavit of Good Faith Effort to waive any or all of the portion of the goal not met.

_____ % DBE

In consideration of the DBE goal on this project, the City identified the following trade areas as potential subcontracting opportunities to meet the goal, however, the Contractor may elect to meet the goal utilizing any subcontracting opportunity they deem appropriate.

List trade categories

II. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. POLICY

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

It is the policy of the City to ensure that DBEs, as defined in 49 CFR 26, have an equal opportunity to receive and participate in DOT-assisted contracts. To achieve this, the City will strive:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts on the basis of race, color, sex, or national origin;

2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;

3. To ensure that the DBE Diversity Program is narrowly tailored in accordance with applicable law;

4. To ensure that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs;

5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and

6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

B. DBE PROGRAM COMPLIANCE

The prime contractor and all DBE subcontractors must comply with all aspects of the DBE federal program requirements as specified in 49 CFR Part 26. By submitting an offer to the City of Tucson. A DBE on a

prime contract may meet the contract goal by virtue of the work it performs on the prime contract with its own forces.

Offeror's bind themselves to make every good faith effort to meet the City's DBE goal. The contractor must also include a copy of the DBE contract provisions in every subcontract. An executed subcontract with all DBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

Failure by the contractor to comply with the DBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

(1) Withholding monthly progress or final payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or;
(4) Disqualifying the contractor from future bidding as non-responsible.

Firms that are certified **at time of DBE Plan submittal** through the Arizona Unified Certification Program (AZUCP) under 49 CFR Part 26 are eligible to participate as DBEs on City of Tucson contracts that are federally funded wholly or in part.

The Arizona Unified Certification Program (AZUCP) Database contains the ***complete*** listing of those firms which are certified and therefore eligible to participate as a DBE on a project. DBE participation is NOT limited to Pima County firms. Any DBE firm recognized through the AZUCP is eligible to be recognized as a certified DBE. The AZUCP Database can be accessed through the following internet address: https://utracs.azdot.gov. If the name of a firm does not appear in the AZUCP database, it shall be the Offeror's responsibility to ascertain the certification status of the firm.

Questions regarding the AZUCP and the City's DBE Program can be addressed to the City's Department of Procurement, Business Enterprise and Compliance Program at 520-837-4000.

C. ASSURANCES OF NON-DISCRIMINATION

The contractor, subrecipient, or subcontractor 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 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City, with the Department's concurrence, deems appropriate, which may include, but not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

D. DEFINITIONS

Commercially Useful Function - The performance of real and actual services in the discharge of any contractual endeavor. A DBE is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumed that the DBE

firm is not performing a commercially useful function and no DBE credit may be awarded toward the DBE goal.

Committed DBE: DBE that was identified by the contractor, typically on a DBE Affidavit, to meet an assigned DBE goal as a condition of contract award and performance, and includes any substitute DBE that has subsequently been committed work to meet the assigned contract goal

Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor - One who participates, through a contract or subcontract (at any tier), in a federally funded program. For the purposes of DBE Plan evaluation, any offeror in negotiations with the City of Tucson pursuant to a Request for Qualifications is also subject to the Contractor DBE program compliance requirements.

Disadvantaged Business Enterprise or DBE - A for-profit small business concern certified under the Arizona Unified Certification Program (AZUCP) --

(a) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

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

Eligible Contract - Any federally contract undertaken by the City, unless otherwise precluded by law, provided the estimate meets or exceeds one hundred thousand dollars ($100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars ($100,000); contracts which are require a small business enterprise goal pursuant to the Tucson Procurement Code Chapter 28, Article XIII; contracts awarded under sections 28-21 (sole source procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the City Procurement Code.

Good Faith Efforts - Efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Checks: A two-party check between a subcontractor, DBE and/or non-DBE, a prime contractor and the regular dealer of material supplies

Joint Venture - An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

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

Primary Industry Classification - The four-digit Standard Industrial Classification (SIC) code designation which best describes the primary business of a firm. The SIC code designations are described in the Standard Industry Classification Manual. As the North American Industrial Classification System (NAICS) replaces the SIC system, references to SIC codes and the SIC Manual are deemed to refer to the NAICS manual and applicable codes. The SIC Manual and the NAICS Manual are available through the National Technical Information Service (NTIS) of the U.S. Department of Commerce (Springfield, VA 22261). NTIS also makes materials available through its web site (https://www.census.gov/naics/).

Program - Any undertaking on the City of Tucson's part to use federal financial assistance, authorized by the laws to which this part applies.

Race and Gender-Conscious - A measure or program that is focused specifically on assisting only DBEs.

Race and Gender-Neutral - A measure or program that is, or can be, used to assist all small businesses.

Recipient - Any entity, public or private, to which federal financial assistance is extended, whether directly or through another recipient, or who has applied for such assistance.

Small Business Concern - - a business that meets all of the following conditions:

(1) Operates as a for-profit business;
(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;
(3) Is independently owned and operated;
(4) Is not dominant in its field on a national basis; and
(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

Socially and Economically Disadvantaged Individual - Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(a) Any individual who the City of Tucson finds to be a socially and economically disadvantaged individual on a case-by-case basis.

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

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Lorea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
(v) "Subcontinent Asian Americans," which includes persons who origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
(vi) Women;
(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

E. APPLICABILITY

The City of Tucson has received federal financial assistance and has established a DBE Diversity Program for Contracts in accordance with 49 CFR 26, which is incorporated herein by this reference. The DBE Diversity Program applies to all City and subrecipient contracts that are funded, in whole or in part, by federal financial assistance. In the event of any conflicts or inconsistencies between 49 CFR 26 and this DBE Diversity Program, 49 CFR 26 shall prevail.

ALL CONTRACTORS INCLUDING DBEs MUST COMPLY. Contractors who are DBEs must also comply with all requirements stated herein. However, a DBE on a prime contract may meet the contract goal by virtue of the work it performs on the prime contract with its own forces. By submitting to the City of Tucson, contractors bind themselves to make every good faith effort to meet the City's DBE goals and federal regulations.

Firms that are certified **at time of DBE Plan submittal** through the Arizona Unified Certification Program (AZUCP) under 49 CFR Part 26 are eligible to participate as DBEs on City of Tucson contracts that are federally funded wholly or in part.

The Arizona Unified Certification Program (AZUCP) Database contains the ***complete*** listing of those firms which are certified and therefore eligible to participate as a DBE on a project. DBE participation is NOT limited to Pima County firms. Any DBE firm recognized through the AZUCP is eligible to be recognized as a certified DBE. The AZUCP Database can be accessed through the following internet address: https://utracs.azdot.gov. If the name of a firm does not appear in the AZUCP database, it shall be the Offeror's responsibility to ascertain the certification status of the firm.

Questions regarding the AZUCP and the City's DBE Program can be addressed to the City's Department of Procurement, Business Enterprise and Compliance Program at 520-837-4000.

The City of Tucson has provided an overall DBE goal for this project. Prime contractors should be aware that **your obligation is to meet the DBE goal or submit an Affidavit of Good Faith Effort** to waive any or all of the portion of the goal not met.

F. WORKING WITH DBES

The City works with DBEs and assists them in their efforts to participate in the federally-assisted construction projects. All firms should contact the Department of Procurement, Business Enterprise and Compliance Program (BECO) for assistance in their efforts to use DBEs in the highway construction program of the Department. BECP contact information is as follows:

City of Tucson, Department of Procurement
Business Enterprise and Compliance Program
255 W. Alameda, 8th Floor
Tucson, AZ 85701
Phone (520) 837-4000
Email: Margot.Grossmann@tucsonaz.gov or Lloyd.Windle@tucsonaz.gov
Website: http://www.tucsonprocurement.com/bidders_DBE.aspx

G. DBE PARTICIPATION

A DBE goal may only be met by a certified DBE firm performing a commercially useful function. A DBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. A DBE shall be responsible for a specific contract amount and a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control. Open ended contracts or reimbursable contracts may not be used to meet a DBE goal at the time of bid submission. The contractor must also include a copy of the DBE contract provisions in every subcontract. An executed subcontract with all DBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

H. DBE GOALS

To satisfy the DBE goals, a certified DBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Unless specific subcontractor participation goals are expressed in the specifications, contractors may meet the DBE project goals through the following methods:

Subcontractor Participation - Where a prime contractor utilizes one or more certified DBE subcontractor(s) to satisfy its DBE participation commitment, the prime contractor may claim only the value of the commercially useful function to be performed by such subcontractor(s) in order to obtain credit toward the satisfaction of the applicable goal.

1. Prime Contractors who utilize certified DBE firms whose participation is included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the DBE firm and may only take credit for the dollar value of that contract towards satisfying its DBE commitment in their proposed DBE plan. The dollar value must be a specific amount based on anticipated work calculated by the subcontractor and is not reliant on any estimated values that may be listed in the bid schedule and cannot be specified as a range.

2. When a DBE participates in a contract, only the work actually performed by the DBE will count toward DBE goals.

- **a.** Credit will be given for the entire amount of that portion of a contract by the DBE performing a commercially useful function, including the cost of supplies and materials obtained by the DBE for the work of the contract (including supplies purchased or equipment leased by the DBE except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

- **b.** Credit will be given for the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a federally funded contract, toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

- **c.** When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

- **d.** The value of work that a non-DBE subcontractor subcontracts (second-tier) to a DBE firm may count toward DBE goals. Therefore, **prime contractors are required to identify and report the use of any second-tier subcontractors on the project on the DBE Plan form.**

- **e.** Credit will be given when a DBE subcontracts part of the work of its contract to another firm only if the DBE's subcontractor is itself a DBE.

3. When a DBE is used as the source for materials or supplies:

- **a.** If a DBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable DBE participation goal.

b. If a DBE supplier is a regular dealer (a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment are bought, kept in stock, and regularly sold or leased to the public), 60% of the cost of the materials or supplies will be credited toward DBE goals.

4. Where a contractor engages in a joint venture to satisfy its DBE commitment, the DBE joint venture partner must be responsible for a distinct and clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. DBE joint ventures do not have to be certified as a joint venture by the City prior to bid opening. However, prime contractors must submit information at the time of bid opening that includes a copy of the joint venture agreement and clearly outlines the work to be performed by the DBE joint venture partner, including the dollar amount and percentage of the contact to be performed.

When a DBE performs as a joint venture, the City will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

II. SUBMITTAL REQUIREMENTS

A. SUBMISSION OF A DBE PLAN

The DBE Plan and/or Affidavit of Good Faith Efforts must be submitted with the project proposal.

The DBE Plan must include:

1. The names of the DBE subcontractors/suppliers;
2. The type and scope of work or service each DBE will perform including NAIVS codes;
3. The dollar value of work as a percentage of the total contract value
4. If the contract goal is not met, evidence of good faith efforts.

If the completed Statement of Proposed DBE Plan or, if necessary, a documented waiver application is not included with the proposal, the proposal will be considered non-responsive.

B. DBE ACKNOWLEDGMENT OF PARTICIPATION

The Contractor will be required to submit to the Department of Procurement, Business Enterprise and Compliance Program, a DBE Acknowledgment of Participation for each DBE listed on the proposed DBE Plan which provides signed confirmation that they are participating in the contract as provided in the prime contractor's commitment in their DBE plan.

C. REVIEW OF DBE PLANS

The Director of Procurement may determine that the Plan and/or Affidavit of Good Faith Effort is nonresponsive where the contractor, (1) failed to provide a completed Statement of Proposed DBE Plan; (2) failed to identify DBEs by name, the scope of work and value of work as a percent of the total project amount sufficient to meet the applicable DBE goals for this project; (3) failed to achieve the dollar value of credible participation by certified DBEs as necessary to meet the project goals; (4) failed to provide written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal prior to contract execution; or (5) failed to meet the requirements for a waiver of the DBE goals. The Director's determination shall be in writing and shall state the basis for such decision.

III. GOOD FAITH EFFORT

A contractor must, in order to be responsive, make good faith efforts to meet the goal. The contractor can meet this requirement in either of two ways. First, the contractor can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it does not meet the goal, the contractor can document adequate good faith efforts. This means that the contractor must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

The application for a waiver shall be in writing and must be submitted with the project proposal. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought the scope of such wavier must be indicated. The contractor must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals.

The following is a list of types of actions which the City will consider as part of the good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. **(1)** Negotiating in good faith with interested DBEs. It is the contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not itself sufficient reason for failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve them of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union

vs. non-union employee status) are not legitimate causes for rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the City of Tucson or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

I. Communicating with the Department of Procurement, Business Enterprise & Compliance Program seeking technical or professional assistance in identifying available DBEs and requesting the most current Arizona Unified Certification Program (AZUCP) directory of certified DBE firms.

The City's Director of Procurement shall review the waiver application and approve the waiver where the contractor has demonstrated good faith efforts or deem them nonresponsive where they failed to meet the good faith efforts.

IV. ADMINISTRATIVE RECONSIDERATION

If it is determined by the City's Director of Procurement that the contractor has failed to meet the goal and/or document adequate good faith efforts, the contractor shall have the opportunity for administrative reconsideration. Therefore, within five (5) working days of being notified by the Department of Procurement that it is not responsive because it has not met the goal or documented adequate good faith efforts, a contractor may request administrative reconsideration. Contractors must make this request in writing to the following individual:

Procurement Director
City of Tucson
255 W. Alameda – PO Box 27210
Tucson, Arizona 85726.

The request for reconsideration must include the reasons and factual grounds for reconsideration with any supporting documents. The Procurement Director shall appoint a Reconsideration Official who will not have played any role in the original determination that the Offeror did not document sufficient good faith efforts. The Reconsideration Official shall hold a hearing within ten (10) working days of the request for reconsideration. The contractor will have the opportunity to meet in person with the City's Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official can also take testimony from City employees.

The City will send the contractor, via certified mail, a written decision on reconsideration, explaining the basis for finding that the contractor did or did not meet the goal or make adequate good faith efforts to do so. The decision will be sent within five (5) working days of the Reconsideration Hearing. The result of the reconsideration process is not administratively appealable. Copies of the reconsideration documentation, including supporting documents and the Reconsideration Officials final decision, shall be maintained in the contract file at the Department of Procurement.

Failure to submit the required information by the stated time and in the manner herein specified **shall** be cause for the contractor to be deemed non-responsive.

The Procurement Director may verify and/or clarify information and request resubmittal of information based on clarification as it relates to the affidavit of good faith efforts, and/or the statement of proposed DBE plan.

V. GENERAL WAIVER OR REDUCTION OF DBE GOALS

If, after consultation with appropriate City departments, the Procurement Director determines that DBE availability is less than projected, the Procurement Director may waive or reduce established project goals. In such circumstances, the Procurement Director shall certify that DBEs are not in fact available.

The City shall waive a project goal, at least in part, if the contractor requesting a waiver receives from all qualified DBEs, in one trade or industry, quotes or proposal that exceeds the lowest quote or proposal of a qualified non-DBE competing for the same work by the lesser of fifteen percent (15%) or two hundred and fifty thousand dollars ($250,000). In such circumstances, the Procurement Director shall certify that DBEs are not in fact available to provide the needed labor and materials at competitive prices.

VI. SANCTIONS FOR NOT MEETING CONTRACT DBE GOAL

If the City determines that the contractor has, without justification, not met the established DBE goal the City will, at its discretion, deduct up to two times the amount of the unattained portion of established DBE goal from monies due or becoming due the contractor as liquidated damages, based on the circumstances of the noncompliance.

The City will determine whether liquidated damages will be assessed and the amount of the liquidated damages. The City will consider whether there have been other violations on this or other contracts, whether the failure was due to circumstances beyond the control of the contractor, whether the contractor has made good faith efforts to meet the goal, and other appropriate circumstances.

The contractor may, within 15 calendar days of receipt of the decision of the City escalate the decision to the State Engineer. If the contractor does not escalate the decision of the City, in writing, within 15 calendar days of receipt of the decision, the contractor will be deemed to have accepted the decision and there will be no further remedy for the contractor.

In addition to any other sanctions, willful failure of the contractor, DBE or other subcontractor to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in the Department's and City projects.

VII. MONITORING PAYMENTS TO SUBCONTRACTORS

The prime contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38, Arizona Revised Statutes Title 32-1129 and 49 CFR Part 26.29.

The City of Tucson requires that the prime contractor and each subcontractor of any tier must pay all subcontractors for satisfactory performance of their contracts within seven (7) days from the receipt of each progress payment made by the City of Tucson.

Prime contractors will report the actual value of any contract to DBE firms for work committed to them at the time of the contract award. Contractors must submit the enclosed Prime Contractor Report of Subcontractor Utilization for Final Payment Record to Department of Procurement, Business Enterprise & Compliance Program with their request for final payment. The Final Payment Record will record total dollar amounts paid to both DBE and non-DBE suppliers and subcontractors.

The Procurement Department's Business Enterprise and Compliance Program (BECP) will actively monitor progress payments from the City of Tucson to the prime contractor and proactively contact subcontractors to ensure compliance with the prompt payment requirements are met.

1. The Tucson Department of Transportation & Mobility (DTM) will notify BECP when a payment on a federally assisted project is submitted to the City's Finance Department for payment issuance. DTM will provide BECP with the following project information: Contract number, Title, payment amount and subcontractor name(s) and subcontractor amount owed.
2. BECP will monitor the City's financial system to determine the actual date a payment is made to the Prime.
3. BECP will contact the subcontractor(s) via email or telephone to verify payment receipt.
4. The prime contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project.
5. If payment was not received timely or if there is a discrepancy between the invoice amount from the subcontractor to the Prime contractor and the actual amount paid to the subcontract, BECP will contact the Prime contractor regarding the discrepancy.
6. The Prime contractor must provide a verifiable explanation of the discrepancy.
7. BECP will review the information to determine if the Prime Contractor acted in good faith regarding the prompt payment requirements. BECP reserves the right to request and receive documents from the Prime contractor and all subcontractors at any tier, in order to determine whether prompt payment requirements are met.

Failure to make prompt partial payment, or prompt final payment including any retention, will result in remedies the City of Tucson deems appropriate which may include but are not limited to:

- Request contractor right of assurance with payment resolution plan;
- Withhold full or partial monthly progress payment(s) until the issue is resolved and full payment has been made to all subcontractors;
- Assess prompt payment liquidated damages, in addition to liquidated damages provided elsewhere in the contract, in an amount identified in the contract;
- Terminate the contract for default;
- Disqualify the Prime contractor from bidding on federal DOT- assisted projects, temporarily or permanently, depending upon the severity and number of violations.

Procurement will also monitor project completion of subcontractors work and ensure prompt retention payments. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and accepted by the prime contractor as required by the City of Tucson. Payment of retention by a prime contractor to subcontractors following completion and acceptance of work is NOT dependent on the billing of, or payment from, the City of Tucson for the retention release. Required timelines are indicated below:

A. When a subcontractor has completed all the tasks called for in the subcontract, the subcontractor will submit a written request to the prime contractor for an acceptance inspection and release of all retention.

B. Within 10 days of receipt of an inspection request by a subcontractor, the contractor shall schedule an inspection / walk through for acceptance of the work.

C. Within 30 days of the acceptance of a subcontractors work, the prime contractor shall pay all retention owed to a subcontractor.

Once a subcontractor's work has been accepted, a prime contractor may bill the City of Tucson for release of retention equal to the amount of retention that is/has been released to a subcontractor.

Prime contractors are required to submit the City of Tucson Certification of Payments (attached), for each DBE subcontractor utilized on this project once that portion of the work has been completed and the subcontractor has been paid in full.

The City of Tucson will ensure the inclusion of the following clauses in all federal DOT–assisted prime contracts:

> The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contract receives from the City of Tucson. The prime contractor further agrees 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 City of Tucson. This clause applies to both DBE and non-DBE subcontracts.

The City will keep a record of committed and actual payments to DBE firms. Upon completion of the contract, the prime contractor will be required to submit two forms to BECP: the Supplier and Subcontractor Utilization Final Payment Record and the Certification of Payments to DBE Firms.

The City will review the Certification of Payments to DBE Firms from the prime contractor to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE planned participation or commitment.

VIII. MISCELLANEOUS PROVISIONS

A. SUBCONTRACTOR PERFORMANCE & SUBSTITUTION REQUESTS:

The contractor shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the DBE Intended Participation Affidavit Summary. At a minimum, the contractor shall negotiate in good faith, give timely notices and/or extend deadlines to the extent that it will not jeopardize the contract with the City. Reasonable methods to resolve performance disputes must be applied and documentation provided to the City before attempting to substitute or terminate a DBE.

The contractor's distinct contract items of work to be awarded to DBE's shall be performed by the designated DBE. The DBE must perform a commercially useful function, that is, the DBE must manage, perform, and supervise a distinct element of work.

The contractor shall not terminate a DBE subcontractor listed on the DBE Intended Participation Affidavit or complete the work contracted to the DBE with its own forces or with a non-DBE firm without the City's written consent. Before submitting a formal request to the City for DBE termination/substitution, the contractor shall give written notice to the DBE subcontractor with a copy to the City of its intent to terminate or substitute the DBE identifying the reason for the action. The notice shall include the deadline for the DBE to submit a written response advising the contractor and the City of its position which shall be a minimum of five calendar days after the notice is given. Before making a determination for approval regarding the contractor's termination and substitution request, the City will consider both the contractor's request and the DBE firm's response.

All subcontractor modifications (addition, modification, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work.

In the event that a DBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Procurement Department's Business Enterprise & Compliance Program, the Contract Officer and the Project Manager. The DBE firm can only be terminated for good cause. The

contractor shall immediately take reasonable good faith efforts to obtain another certified DBE firm to perform an equal or greater dollar value of the work. The contractor shall provide all pertinent information regarding the DBE modification request including but not limited to:

1. The date the contractor determined the DBE to be unwilling, unable, or ineligible to perform.
2. A brief statement of facts describing the situation and citing specific actions or inaction by the DBE firm giving rise to contractor's assertion that the DBE firm is unwilling, unable, or ineligible to perform.
3. A brief statement of the good faith efforts undertaken by the contractor to enable the DBE firm to perform.
4. The total dollar amount currently paid for work performed by the DBE firm.
5. The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the contractor and the DBE firm have no dispute.
6. The projected date that the contractor requires a substitution or replacement DBE to commence work, if consent is granted to the request.
7. The DBE's response to the notice of intent to terminate. If there is no response from the DBE within the time allowed in the notice of intent to terminate, the contractor shall state that no response was received.

Written consent for modifying the contract work for any DBE listed on the DBE Intended Participation Affidavit Summary will be granted only where the contractor can demonstrate good cause showing that the DBE is unable, unwilling, or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or substitution of a DBE listed on the DBE Intended Participation Affidavit Summary will not be allowed based solely on a contractor's ability to negotiate a more advantageous contract with another subcontractor. Prior to making a determination for approval regarding the contractor's termination and substitution request, the City will consider both the contractor's request and the DBE firm's response.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's obligation for DBE participation.

B. DBE PROGRAM COMPLIANCE

The contractor and all DBE subcontractors must comply with all aspects of the DBE federal program requirements as specified in 49 CFR Part 26. By submitting an offer to the City of Tucson; Offeror's bind themselves to make every good faith effort to meet the City's DBE goal. The contractor must also include a copy of the DBE contract provisions in every subcontract. An executed subcontract with all DBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

Failure by the contractor to comply with the DBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

(1) Withholding monthly progress or final payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or;
(4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1129. The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Department of Procurement, 255 W. Alameda, 6th floor Tucson, Arizona 85701 – PO Box 27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Department of Procurement, Business Enterprise & Compliance Program with the complaint process as detailed in the City of Tucson Construction Fairness Ordinance comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

C. CONTRACTOR PERFORMANCE EVALUATION

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the Prime Contractor Report of Subcontractor Utilization form. In addition to identifying all subcontractors utilized on a project, the report will include a section to rate the performance of project subcontractors from 1 – 5, based on industry standards. The performance rating section shall be completed. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.

D. RECORD-KEEPING

The City of Tucson will require prime contractors to maintain records and documents of payments to DBE for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Tucson or federal government. The reporting requirement also extends to any certified DBE subcontractors.

E. FALSE, FRAUDULENT OR DISHONEST CONDUCT

The City of Tucson will bring to the attention of the federal government any false, fraudulent or dishonest conduct in connection with the DBE Diversity Program for Contracts so that the federal government can take steps (e.g., referral to the Department of Justice for criminal prosecution, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR 26.109. The City will also consider similar action under its own legal authorities, including responsibility determinations in future contracts.

F. NON-DISCRIMINATION

The City of Tucson shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The recipient shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of federal contracts. The recipient's DBE Program, as required by 49 CFR 26, 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 City of Tucson of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Business Services Department
Business Enterprise & Compliance Program
Subcontractors List and DBE Commitment Form

RFQ No. _____ Contract Name:_____

Enter your DBE subcontractors for this project in the following table. These are your committed DBE subcontractors for the project. Any addition, deletion or substitution to the listed DBE subcontractors will be a violation of the Tucson Procurement Code and may only be allowed at the discretion of the Procurement Director.

ALL PROPOSED DBE FIRMS		
Subcontractor's Name	**Trade/Industry**	**Dollar Value of Contract**

Enter all other committed subcontractors for this project in the following table. Any addition, deletion or substitution to the listed subcontractors requires approval from and is at the discretion of the Procurement Director.

FIRST TIER SUBCONTRACTORS WITH CONTRACTS VALUED AT AND ABOVE $5,000		
Subcontractor's Name	**Trade/Industry**	**Dollar Value of Contract**

Bidder's Base Bid Amount $ _____

Total Claimed DBE Participation $_____ _____%

I hereby certify by signing below that the foregoing DBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: _____

Signature: _____ Phone No. _____

Date: _____ Name & Title: _____

City of Tucson
Department of Procurement, Business Enterprise & Compliance Program

AFFIDAVIT OF GOOD FAITH EFFORTS

RFQ NO: _____ PROJECT NAME: _____

COMPANY NAME: _____

CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____

WHERE AN OFFEROR FAILS TO EXERCISE "GOOD FAITH" EFFORTS TO MEET DBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE OFFEROR WILL BE DEEMED NONRESPONSIVE.

The intent of this certification is to document the good faith efforts implemented by the top ranked offeror in soliciting and utilizing DBE firms to meet the City of Tucson's DBE goal. This certificate will assist the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program in determining whether the Offeror has implemented comprehensive good faith efforts. The burden of proof rests with the Offeror.

1. Is a partial or complete waiver being sought? Please explain. Note: If a partial waiver is being sought the scope of such waiver must be indicated and a DBE Plan must also be submitted.

_____
_____
_____
_____

2. Provide a brief summary of why the DBE goal on this project has not been met. Attach supporting documentation.

_____
_____
_____
_____

3. Which portions of the contract proposal, in terms of the nature of the work, were selected to be subcontracted to DBE firms? Attach supporting documentation (e.g. memo, proposal, project breakdown, etc.).

4. Which portion of the contract proposal, in terms of suppliers was identified for DBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown etc.).

5. Which DBE firms were solicited in writing for subcontract or supplier quotes/bids? Also, in the appropriate space identify when the firms received subsequent telephone solicitations. Attach supporting documentation (e.g. copy of written solicitation to DBE firms, along with copies of telephone logs documenting follow-up communications, etc.).

Name of Company Contacted	Contact Person		Dates of Contact		Telephone #

6. Was the City of Tucson's Department of Procurement, Business Enterprise & Compliance Program technical or professional staff contacted for assistance? (Note that it is the policy of the Department of Procurement to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the DBE goal.) Attach necessary documentation.

Yes ____ No _____ Date of Contact _____ Contact Person _____

7. Describe any efforts undertaken to provide DBE firms with information about the project plans, specifications and requirements of the contract.

8. Describe any additional efforts undertaken to assist DBE firms (e.g. bonding assistance, lines of credit, etc.).

9. Indicate which DBE firms submitted quotes on the contract proposal and provide a brief explanation of the reasons why these quotes were rejected. If price was a factor provide documentation to show quotes received from non-certified firms.

Name of DBE Firm	Explanation for Rejecting Quotes

10. Were any bids from DBE Subcontractors that were no more than 15% or $250,000 greater than the accepted Non-DBE Subcontractor rejected? If so, describe in detail

11. Describe in detail any supplemental items or efforts which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation or sheets for this item.

City of Tucson
Department of Procurement
Business Enterprise & Compliance Program

Prime Contractor Report of Subcontractor Utilization

Date: _____ Prime Contractor: _____

Contract #: _____

Contract Name: _____

Estimated Contract Amount/Base Bid: _____ Final Amount: _____

Estimated Project Completion Date: _____ Project Completion Date: _____

Please list the subcontractor firm name and dollar amount of the subcontract for all subcontractor work performed or in progress on the above construction contract. Please check the box to indicate if the firm is a Disadvantaged Business Enterprise (DBE) or Non-DBE.

Send the completed form to: City of Tucson, Department of Procurement, attention Margot Grossmann, 255 W. Alameda, 6th floor, Tucson, AZ 85701, fax (520) 791-4735 or email Margot.Grossmann@tucsonaz.gov

Subcontractor Firm Name	Contract Amount*	Indicate firm type		Rating
		DBE	Non-DBE	**Performance Rating 1-5

* At award, enter dollar amount of estimated contract. At project completion, enter final contract amount and subcontractor performance ratings.

**Prime contractors must rate the subcontractor performance on this project. The rating scale is 1-5, with 3 being average, 4 & 5 above average and 1 or 2 indicating substandard performance. A rating of 1 or 2 will require the completion of the Subcontractor Substandard Performance Report.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Phone Number: _____ Email: _____

CERTIFICATION OF PAYMENTS TO DBE FIRMS

Project Name:_____
COT Job No.: _____ Contract No.: _____
Fed Job No.: _____ State TRACS No.: _____

The undersigned prime contractor on the above named City of Tucson project hereby, certifies that full payment was made to the firm indicated for material and/or work performed under this project's contract as follows:

Firm Name _____, was paid $ _____

The subcontract was completed on _____

Full Retention has been released to the Subcontractor by the Prime Contractor Yes / No

This certification is made under Federal and State laws concerning false statement. Supporting documentation for this payment is subject to audit and should be retained for a minimum of three years from project acceptance date. In the event the DBE was not paid in accordance with affidavits submitted by the prime contracts, all documentation supporting the contractors position should be submitted.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

_____
Prime Consultant

By: _____

Title: _____

Date: _____

The undersigned subcontractor/supplier/manufacturer for the above named project hereby certifies that payments were received and/or justification by contractor is correct.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

_____
Subcontractor/Supplier/Manufacturer

By: _____

Title: _____

Date: _____

City of Tucson – American Rescue Plan Act (ARPA) Terms and Condtions

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucson under the American Rescue Plan Act ("ARPA").

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucson:

1. **Equal Opportunity**. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (*if applicable to this Contract*) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable.*** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Tucson. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies 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. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over $100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the City of Tucson, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for

transportation or transmission of intelligence.

7. <u>Clean Air Act & Federal Water Pollution Control Act</u> (applies to purchases of more than $150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Tucson and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. <u>Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)</u>

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
>
> (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
>
> (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. <u>Buy USA - Domestic Preference for certain procurements using federal funds</u>. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

> (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the

United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than $100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Signature of Contractor's authorized official

_____

(Print name of person signing above)

_____

(Print title of person signing above)

ARPA DBE PROGRAM PROVISIONS

I. PROJECT GOAL

Per the U.S. Treasury Department, ARPA funds require the City to follow 2 CFR Part 200. The regulations do not require the City to assess a DBE goal for this project. However, the regulations do require the City and the prime contractor to take affirmative steps to use DBE firms as set forth in 2 CFR 200.321 Good Faith Efforts. In consideration of establishing DBE participation on this project, trade areas must be identified as potential prime and subcontracting opportunities. In addition, there are other DBE requirements including recordkeeping and reporting.

You MUST submit the following forms from this document with your submitted proposal.

- Subcontractors List and DBE Commitment Form
- 2 CFR Part 200.321 Form

A. POLICY

The Disadvantaged Business Enterprise (DBE) Program is implemented as part of the City of Tucson's responsibility as a recipient of federal financial assistance.

It is the policy of the City to ensure that DBEs have an equal opportunity to receive and participate in federal-assisted contracts. To achieve this, the City will strive:

1. To ensure nondiscrimination in the award and administration of federal-assisted contracts on the basis of race, color, sex, or national origin;

2. To create a level playing field on which DBEs can compete fairly for federal-assisted contracts;

3. To ensure that the DBE Diversity Program is narrowly tailored in accordance with applicable law;

4. To ensure that only firms that fully meet eligibility standards are permitted to participate as DBEs;

5. To help remove barriers to the participation of DBEs in federal-assisted contracts; and

6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

B. DBE PROGRAM COMPLIANCE

The prime contractor and all DBE subcontractors must comply with all aspects of the DBE federal program requirements. By submitting an offer to the City of Tucson. A DBE on a prime contract may participate as a DBE by virtue of the work it performs on the prime contract with its own forces.

Offeror's bind themselves to make every good faith effort to have DBE participation. The contractor must also include a copy of the DBE contract provisions in every subcontract. An executed subcontract with all DBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

Failure by the contractor to comply with the DBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

(1) Withholding monthly progress or final payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or;
(4) Disqualifying the contractor from future bidding as non-responsible.

Firms that are certified at time of DBE Plan submittal through the Arizona Unified Certification Program (AZUCP) under 49 CFR Part 26 are eligible to participate as DBEs on City of Tucson contracts that are federally funded wholly or in part.

The Arizona Unified Certification Program (AZUCP) Database contains the ***complete*** listing of those firms which are certified and therefore eligible to participate as a DBE on a project. DBE participation is NOT limited to Pima County firms. Any DBE firm recognized through the AZUCP is eligible to be recognized as a certified DBE. The AZUCP Database can be accessed through the following internet address: https://utracs.azdot.gov. If the name of a firm does not appear in the AZUCP database, it shall be the Offeror's responsibility to ascertain the certification status of the firm.

Questions regarding the AZUCP and the City's DBE Program can be addressed to the City's Business Enterprise and Compliance Program at 520-837-4000.

C. ASSURANCES OF NON-DISCRIMINATION

The contractor, subrecipient, or subcontractor 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 2 CFR Part 200 in the award and administration of federal assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City, with U.S. Treasury concurrence if required, deems appropriate, which may include, but not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

D. DEFINITIONS

Commercially Useful Function - The performance of real and actual services in the discharge of any contractual endeavor. A DBE is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumed that the DBE firm is not performing a commercially useful function and no DBE credit may be awarded toward DBE participation.

Committed DBE: DBE that was identified by the contractor, typically on a DBE Affidavit, to meet an assigned DBE participation as a condition of contract award and performance and includes any substitute DBE that has subsequently been committed work to meet the assigned DBE participation.

Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor - One who participates, through a contract or subcontract (at any tier), in a federally funded program. For the purposes of DBE Plan evaluation, any offeror in negotiations with the City of Tucson pursuant to a Request for Qualifications is also subject to the Contractor DBE program compliance requirements.

DBE Plan - It includes submission of a completed Subcontractors List & DBE Commitment Form and the 2 CFR Part 200.321 Form.

Disadvantaged Business Enterprise or DBE - A for-profit small business concern certified under the Arizona Unified Certification Program (AZUCP) --

(a) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

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

Eligible Contract - Any federally contract undertaken by the City, unless otherwise precluded by law, provided the estimate meets or exceeds one hundred thousand dollars ($100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars ($100,000); contracts which are require a small business enterprise goal pursuant to the Tucson Procurement Code Chapter 28, Article XIII; contracts awarded under sections 28-21 (sole source procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the City Procurement Code.

Good Faith Efforts - Efforts to achieve DBE participation or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Checks: A two-party check between a subcontractor, DBE and/or non-DBE, a prime contractor and the regular dealer of material supplies

Joint Venture - An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

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

Primary Industry Classification - The four digit Standard Industrial Classification (SIC) code designation which best describes the primary business of a firm. The SIC code designations are described in the Standard Industry Classification Manual. As the North American Industrial Classification System (NAICS) replaces the SIC system, references to SIC codes and the SIC Manual are deemed to refer to the NAICS manual and applicable codes. The SIC Manual and the NAICS Manual are available through the NAICS Association at https://www.census.gov/naics/

Prime Contractor – The contractor who is awarded a contract with the City of Tucson.

Program – Any undertaking on the City of Tucson's part to use federal financial assistance, authorized by the laws to which this part applies.

Race and Gender-Conscious – A measure or program that is focused specifically on assisting only DBEs.

Race and Gender-Neutral – A measure or program that is, or can be, used to assist all small businesses.

Recipient – Any entity, public or private, to which federal financial assistance is extended, whether directly or through another recipient, or who has applied for such assistance.

Small Business Concern – a business that meets all of the following conditions:

(1) Operates as a for-profit business;
(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;
(3) Is independently owned and operated;
(4) Is not dominant in its field on a national basis; and
(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

Socially and Economically Disadvantaged Individual – Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

(a) Any individual who the City of Tucson finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
   (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
   (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
   (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
   (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Lorea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
   (v) "Subcontinent Asian Americans," which includes persons who origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
   (vi) Women;
   (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

E. APPLICABILITY

The City of Tucson has received federal financial assistance and has established a DBE Diversity Program for Contracts in accordance with applicable federal regulations. The DBE Diversity Program applies to all City and subrecipient contracts that are funded, in whole or in part, by federal financial assistance

ALL CONTRACTORS INCLUDING DBEs MUST COMPLY. Contractors who are DBEs must also comply with all requirements stated herein. However, a DBE on a prime contract may meet DBE participation by virtue of the work it performs on the prime contract with its own forces. By submitting to the City of Tucson, contractors bind themselves to make every good faith effort to meet DBE participation and federal regulations.

F. WORKING WITH DBES

The City works with DBEs and assists them in their efforts to participate in the federally-assisted projects. All firms should contact the City's Business Enterprise and Compliance Program (BECP) for assistance in their efforts to use DBEs. BECP contact information is as follows:

City of Tucson
Business Services Department
Business Enterprise and Compliance Program
255 W. Alameda, 6th Floor
Tucson, AZ 85701
Phone (520) 837-4000
Email: Margot.Grossmann@tucsonaz.gov or John.Yslas@tucsonaz.gov
Website: https://utracs.azdot.gov/search

G. DBE PARTICIPATION

DBE participation may only be met by a certified DBE firm performing a commercially useful function. A DBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. A DBE shall be responsible for a specific contract amount and a clearly defined portion of the work to be performed, in addition to meeting the requirements for ownership and control. Open ended contracts or reimbursable contracts may not be used to meet DBE participation at the time of bid submission. The contractor must also include a copy of the DBE contract provisions in every subcontract. An executed subcontract with all DBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

A certified DBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Unless specific subcontractor participation is expressed in the specifications, contractors may meet DBE participation through the following methods:

Prime Contractor Participation – DBE prime contractors may use their own participation. Credit will only be given for the dollar value of actual work performed by the prime contractor's work force.

Subcontractor Participation – Where a prime contractor utilizes one or more certified DBE subcontractor(s) to satisfy its DBE participation commitment, the prime contractor may claim only the value of the commercially useful function to be performed by such subcontractor(s) in order to obtain credit.

1. Prime Contractors who utilize certified DBE firms whose participation is included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the DBE

firm and may only take credit for the dollar value of that contract towards satisfying its DBE commitment in their proposed DBE Plan. The dollar value must be a specific amount based on anticipated work calculated by the subcontractor and is not reliant on any estimated values that may be listed in the bid schedule and cannot be specified as a range.

2. When a DBE participates in a contract, only the work actually performed by the DBE will count towards the proposed DBE participation.

a. Credit will be given for the entire amount of that portion of a contract by the DBE performing a commercially useful function, including the cost of supplies and materials obtained by the DBE for the work of the contract (including supplies purchased or equipment leased by the DBE except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

b. Credit will be given for the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a federally funded contract provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

c. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward proposed DBE participation only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

d. The value of work that a non-DBE subcontractor subcontracts to a second-tier DBE firm may count toward DBE participation. Therefore, prime contractors are required to identify and report the use of any second-tier subcontractors on the project on the DBE Plan form.

3. When a DBE is used as the source for materials or supplies:

a. If a DBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable proposed DBE participation.

b. If a DBE supplier is a regular dealer (a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment are bought, kept in stock, and regularly sold or leased to the public), 60% of the cost of the materials or supplies will be credited toward proposed DBE participation.

4. Where a contractor engages in a joint venture to satisfy its DBE commitment, the DBE joint venture partner must be responsible for a distinct and clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. DBE joint ventures do not have to be certified as a joint venture by the City prior to bid opening. However, prime contractors must submit information at the time of bid opening that includes a copy of the joint venture agreement and clearly outlines the work to be performed by the DBE joint venture partner, including the dollar amount and percentage of the contact to be performed.

When a DBE performs as a joint venture, the City will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward the proposed DBE participation.

II. SUBMITTAL REQUIREMENTS

A. SUBMISSION OF A DBE PLAN

The Subcontractors List & DBE Commitment Form and/or 2 CFR Part 200.321 Form must be submitted with the project proposal.

If the Prime Contractor intends to use subcontractors, then submit the following. The statement of proposed DBE Plan (see definition) must include:

1. The names of the DBE subcontractors/suppliers;
2. The type and scope of work or service each DBE will perform including NAICS codes;
3. The dollar value of work as a percentage of the total contract value
4. Document evidence of affirmative steps taken on 2 CFR Part 200.321 Form.

Prime Contractor intends to self-perform 100% of the scope, then complete Item #6 in 2 CFR Part 200.321 Form. Submit this form with your proposal.

If the completed Subcontractors List & DBE Commitment Form or 2 CFR Part 200.321 Form is not included with the proposal, the proposal will be considered non-responsive.

B. REVIEW OF DBE PLANS

The Director of Procurement may determine that the DBE Plan and/or 2 CFR Part 200.321 Form is nonresponsive where the contractor, (1) failed to provide a completed Subcontractors List & DBE Commitment Form; (2) failed to identify DBEs by name, the scope of work and value of work as a percent of the total project amount; (3) failed to provide written and signed documentation of commitment to use a DBE subcontractor for participation; or (4) failed to submit 2 CFR Part 200.321 Form. The Director's determination shall be in writing and shall state the basis for such decision.

III. AFFIRMATIVE STEPS

A contractor must, in order to be responsive, take affirmative steps towards DBE participation. The contractor can meet this requirement in either of three ways. First, the contractor can document commitments for participation by DBE firms using the Subcontractors List & DBE Commitment Form. Second, the contractor can document adequate affirmative steps using the 2 CFR Part 200.321 Form. This means that the contractor must show that it took all necessary and reasonable steps to achieve DBE participation. Third, if the contractor is self-performing 100% of the scope of work, then submit 2 CFR Part 200.321 Form answering item #6.

The contractor must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the affirmative steps to meet DBE participation.

The following is a list of types of actions which the City will consider affirmative steps to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that DBE participation will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. **(1)** Negotiating in good faith with interested DBEs. It is the contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A contractor using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as DBE participation into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not itself sufficient reason for failure to meet DBE participation, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve them of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for rejection or non-solicitation of bids in the contractor's efforts to meet project DBE participation.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the City of Tucson or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

I. Communicating with the Business Enterprise & Compliance Program seeking technical or professional assistance in identifying available DBEs and searching the Arizona Unified Certification Program (AZUCP) directory of certified DBE firms.

The City's Director of Procurement shall review the documentation submitted and approve where the contractor has demonstrated affirmative steps or deem them nonresponsive where they failed to take affirmative steps.

IV. ADMINISTRATIVE RECONSIDERATION

If it is determined by the City's Director of Procurement that the contractor has failed to document adequate affirmative steps, the contractor shall have the opportunity for administrative reconsideration. Therefore, within five (5) working days of being notified by the Business Enterprise Compliance Program that it is not responsive because it has not documented adequate affirmative steps, a contractor may request administrative reconsideration. Contractors must make this request in writing to the following individual:

Procurement Director
City of Tucson
255 W. Alameda – PO Box 27210
Tucson, Arizona 85726.

The request for reconsideration must include the reasons and factual grounds for reconsideration with any supporting documents. The Procurement Director shall appoint a Reconsideration Official who will not have played any role in the original determination that the Offeror did not document sufficient good faith efforts. The Reconsideration Official shall hold a hearing within ten (10) working days of the request for reconsideration. The contractor will have the opportunity to meet in person with the City's Reconsideration Official to discuss the issue of whether it took affirmative steps to do so. The Reconsideration Official can also take testimony from City employees.

The City will send the contractor, via certified mail, a written decision on reconsideration, explaining the basis for finding that the contractor did or did not take affirmative steps to do so. The decision will be sent within five (5) working days of the Reconsideration Hearing. The result of the reconsideration process is not administratively appealable. Copies of the reconsideration documentation, including supporting documents and the Reconsideration Officials final decision, shall be maintained in the contract file at the Department of Procurement.

Failure to submit the required information by the stated time and in the manner herein specified **shall** be cause for the contractor to be deemed non-responsive.

The Procurement Director may verify and/or clarify information and request resubmittal of information based on clarification as it relates to the affirmative steps, and/or the statement of proposed DBE Plan.

V. MONITORING PAYMENTS TO SUBCONTRACTORS

For construction, construction services and professional design service contracts, the prime contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38, Arizona Revised Statutes Title 32 - Chapter 10 - Article 5 and applicable federal regulations. This section does not pertain to other contract types not identified above which are paid in accordance with the standard terms & conditions contained in the solicitation.

The City of Tucson requires that the prime contractor and each subcontractor of any tier must pay all subcontractors for satisfactory performance of their contracts within seven (7) days from the receipt of each progress payment made by the City of Tucson.

Prime contractors will report the actual value of any contract to DBE firms for work committed to them at the time of the contract award.

The Business Enterprise and Compliance Program (BECP) will actively monitor progress payments from the City of Tucson to the prime contractor and proactively contact subcontractors to ensure compliance with the prompt payment requirements are met.

1. BECP will monitor the City's financial system to determine the actual date a payment is made to the Prime.
2. BECP will contact the subcontractor(s) via email or telephone to verify payment receipt.
3. The prime contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project.
4. If payment was not received timely or if there is a discrepancy between the invoice amount from the subcontractor to the Prime contractor and the actual amount paid to the subcontract, BECP will contact the Prime contractor regarding the discrepancy.
5. The Prime contractor must provide a verifiable explanation of the discrepancy.
6. BECP will review the information to determine if the Prime Contractor acted in good faith regarding the prompt payment requirements. BECP reserves the right to request and receive documents from the Prime contractor and all subcontractors at any tier, in order to determine whether prompt payment requirements are met.

Failure to make prompt partial payment, or prompt final payment including any retention, will result in remedies the City of Tucson deems appropriate which may include but are not limited to:

- Request contractor right of assurance with payment resolution plan;
- Withhold full or partial monthly progress payment(s) until the issue is resolved and full payment has been made to all subcontractors;
- Assess prompt payment liquidated damages, in addition to liquidated damages provided elsewhere in the contract, in an amount identified in the contract;
- Terminate the contract for default;
- Disqualify the Prime contractor from bidding on federal-assisted projects, temporarily or permanently, depending upon the severity and number of violations.

The Business Enterprise and Compliance Program will also monitor project completion of subcontractors work and ensure prompt retention payments. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and accepted by the prime contractor as required by the City of Tucson. Payment of retention by a prime contractor to subcontractors following completion and acceptance of work is NOT dependent on the billing of, or payment from, the City of Tucson for the retention release. Required timelines are indicated below:

A. When a subcontractor has completed all the tasks called for in the subcontract, the subcontractor will submit a written request to the prime contractor for an acceptance inspection and release of all retention.
B. Within 10 days of receipt of an inspection request by a subcontractor, the contractor shall schedule an inspection / walk through for acceptance of the work.
C. Within 30 days of the acceptance of a subcontractors work, the prime contractor shall pay all retention owed to a subcontractor.

Once a subcontractor's work has been accepted, a prime contractor may bill the City of Tucson for release of retention equal to the amount of retention that is/has been released to a subcontractor.

The City of Tucson will ensure the inclusion of the following clauses in all federal–assisted prime contracts:

> The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contract receives from the City of Tucson. The prime contractor further agrees 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 City of Tucson. This clause applies to both DBE and non-DBE subcontracts.

The City will keep a record of committed and actual payments to DBE firms.

VI. MISCELLANEOUS PROVISIONS

A. SUBCONTRACTOR TERMINATION / SUBSTITUTION REQUESTS:

The contractor shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the Subcontractors List and DBE Commitment form. At a minimum, the contractor shall negotiate in good faith, give timely notices and/or extend deadlines to the extent that it will not jeopardize the contract with the City. Reasonable methods to resolve performance disputes must be applied and documentation provided to the City before attempting to substitute or terminate a DBE.

The contractor's distinct contract items of work to be awarded to DBE's shall be performed by the designated DBE. The DBE must perform a commercially useful function, that is, the DBE must manage, perform, and supervise a distinct element of work.

The contractor shall not terminate a DBE subcontractor listed on the Subcontractors List and DBE Commitment form or complete the work contracted to the DBE with its own forces or with a non-DBE firm without the City's written consent. Before submitting a formal request to the City for DBE termination/substitution, the contractor shall give written notice to the DBE subcontractor with a copy to the City of its intent to terminate or substitute the DBE identifying the reason for the action. The notice shall include the deadline for the DBE to submit a written response advising the contractor and the City of its position which shall be a minimum of five calendar days after the notice is given. Before making a determination for approval regarding the contractor's termination and substitution request, the City will consider both the contractor's request and the DBE firm's response.

All subcontractor modifications (addition, modification, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained <u>prior</u> to the subcontractor beginning the work.

In the event that a DBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Business Enterprise & Compliance Program, the Contract Officer and the Project Manager. The DBE firm can only be terminated for good cause. The contractor shall immediately take reasonable good faith efforts to obtain another certified DBE firm to perform an equal or greater dollar value of the work. The contractor shall provide all pertinent information regarding the DBE modification request including but not limited to:

1. The date the contractor determined the DBE to be unwilling, unable, or ineligible to perform.
2. A brief statement of facts describing the situation and citing specific actions or inaction by the DBE firm giving rise to contractor's assertion that the DBE firm is unwilling, unable, or ineligible to perform.
3. A brief statement of the good faith efforts undertaken by the contractor to enable the DBE firm to perform.
4. The total dollar amount currently paid for work performed by the DBE firm.
5. The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the contractor and the DBE firm have no dispute.
6. The projected date that the contractor requires a substitution or replacement DBE to commence work, if consent is granted to the request.

7. The DBE's response to the notice of intent to terminate. If there is no response from the DBE within the time allowed in the notice of intent to terminate, the contractor shall state that no response was received.

Written consent for modifying the contract work for any DBE listed on the Subcontractors List and DBE Commitment form will be granted only where the contractor can demonstrate good cause showing that the DBE is unable, unwilling, or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or substitution of a DBE listed on the Subcontractors List and DBE Commitment form will not be allowed based solely on a contractor's ability to negotiate a more advantageous contract with another subcontractor. Prior to making a determination for approval regarding the contractor's termination and substitution request, the City will consider both the contractor's request and the DBE firm's response.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's obligation for DBE participation.

B. DBE PROGRAM COMPLIANCE

The contractor and all DBE subcontractors must comply with all aspects of the DBE federal program requirements. By submitting an offer to the City of Tucson; Offeror's bind themselves to make every good faith effort to have DBE participation. The contractor must also include a copy of the DBE contract provisions in every subcontract. An executed subcontract with all DBE subcontractors shall be completed prior to the Notice To Proceed, and available to the City of Tucson upon request.

Failure by the contractor to comply with the DBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

(1) Withholding monthly progress or final payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or;
(4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32 - Chapter 10 - Article 5. The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Procurement, Business Enterprise and Compliance Program, 255 W. Alameda, 6th floor Tucson, Arizona 85701 – PO Box 27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Business Enterprise & Compliance Program with the complaint process as detailed in the City of Tucson Construction Fairness Ordinance comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

C. CONTRACTOR PERFORMANCE EVALUATION

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the Prime Contractor Report of Subcontractor Utilization form. In addition to identifying all subcontractors utilized on a project, the report will include a section to rate the performance of project subcontractors from 1 – 5, based on industry standards. The performance rating section shall be completed. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating

of 1 or 2 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.

D. RECORD-KEEPING

The City of Tucson will require prime contractors to maintain records and documents of payments to DBE for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Tucson or federal government. The reporting requirement also extends to any certified DBE subcontractors.

E. FALSE, FRAUDULENT OR DISHONEST CONDUCT

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

F. NON-DISCRIMINATION

The City of Tucson shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal contract or in the administration of its DBE Program. The recipient shall take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of federal contracts. The recipient’s DBE Program, 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 City of Tucson of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Business Services Department
Business Enterprise & Compliance Program
Subcontractors List and DBE Commitment Form

Solicitation/Contract No. _____ Project Name: _____

Enter your DBE subcontractors for this project in the following table. Any addition, deletion or substitution to the listed DBE subcontractors requires approval from and is at the sole discretion of the Procurement Director.

ALL PROPOSED DBE FIRMS		
Subcontractor's Name	**Trade/Industry**	**Dollar Value of Contract**

Enter your committed subcontractors for this project in the following table. Any addition, deletion or substitution to the listed subcontractors requires approval from and is at the discretion of the Procurement Director.

FIRST TIER SUBCONTRACTORS AT AND ABOVE $5,000		
Subcontractor's Name	**Trade/Industry**	**Dollar Value of Contract**

Bidder's Base Bid Amount $ _____

Total Claimed DBE Participation $_____ _____%

I hereby certify by signing below that the foregoing DBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: _____

Signature: _____ Phone No. _____

Date: _____ Name & Title: _____

2 CFR Part 200.321 Form

200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

BUSINESS ENTERPRISE & COMPLIANCE PROGRAM (BECP)
FINAL SUB-CONTRACTORS LIST
(To be submitted prior to contract/project award)

Contract No.: _____ **Project:** _____

Prime Contractor: _____

The undersigned Contractor certifies that the following list of subcontractors is the exhaustive list of all subcontractors that will perform work on the above listed contract/project.

The Federal Labor Standards requires that the Contractor and each subcontractor to provide their ***Employer (IRS) Number*** and their ***Business Racial/Ethnic Classification***, **and** the dollar value of each subcontract. The ***Racial/Ethnic Code*** indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more of the business is not owned or controlled by a single racial/ethnic category, enter the code that seems most appropriate. The ***Racial/Ethnic Code*** may be a combination of two-code number – for example 2/3.

Racial/Ethnic Codes:

1= White Americans 2= Black Americans 3= Native Americans
4=Hispanic Americans 5= Asian/Pacific Americans

Work Category(ies)	Subcontractor's Name & AZ ROC License Number	Value of Contract	Tax ID # (9 digits)	DUNS #	Ethnic Code

Contractor Representative: _____

Phone # _____ Email: _____

Signature: _____ Date: _____

BECP Approval: _____ Date _____

Business Enterprise and Compliance Program (BECP)
Subcontractor Modification Form

The modification of **any** subcontractor after contract award requires prior approval by the Business Services Director

TYPE OF REQUEST _____**ADDITION** _____**REMOVAL** _____**REPLACEMENT**

_____**INCREASE** _____**REDUCTION**

ARE ANY SBE / DBE FIRMS AFFECTED? ____ **YES** ____ **NO** If yes, please explain:_____

_____

Contract # _____ Contract Name:_____

Prime Contractor: _____ Contact Name_____

Email:_____ Phone: _____

	CURRENT SUBCONTRACTOR	PROPOSED SUBCONTRACTOR
SUBCONTRACTOR NAME		
SUBCONTRACT VALUE		
CONTACT NAME		
EMAIL		
PHONE		
ADDRESS		
DUNS		
SBE / DBE ?	SBE / DBE (circle one, if applicable)	SBE / DBE (circle one, if applicable)
SIGNATURE	By signing below, the Current Subcontractor indicates their understanding of, and agreement with, this modification and the explanation provided by the Prime Contractor in the "Reason for Request" field on this form: _____ Signature of Current Subcontractor (required)	

Revised February 2023

REASON FOR REQUEST: (Note: Prime Contractor must explain why the subcontractor that was identified in the Prime Contractor's bid is now being modified. Reason must demonstrate that this modification does not violate City of Tucson Ordinance 9158 as well as Section 28-48(2), Section 28-150(6)(5), Section 28-151.4(1), and Section 28-151.4(2) of the Tucson Procurement Code. The City seeks to ensure that this request is not being made as a result of "**bid shopping**" on the part of the Prime Contractor.)

_____

_____

_____

_____

_____

_____(attach supporting documentation as necessary)

Signature of Prime Contractor:_____ Date: _____

**********COT Use Only**********

APPROVAL

BUSINESS ENTERPRISE_____ DATE_____

BUSINESS SERVICES DIRECTOR_____ DATE_____

Business Services Department
Business Enterprise & Compliance Program (BECP)

Prime Contractor/Consultant Evaluation of Subcontractors/Subconsultants

Date: _____ Prime Contractor/Consultant: _____

Contract #:_____ Contract Name: _____

List **all** subcontractors/subconsultants that performed work on this contract.

Prime contractors/consultants must rate the subcontractor/subconsultant performance on this contract. The rating scale is 1-5, with 5 & 4 above average, 3 average, and 2 or 1 substandard performance. A rating of 1 or 2 will require the completion of the Subcontractor Substandard Performance Report.

Send the completed form to:

City of Tucson, Business Services Department/Business Enterprise & Compliance Program
255 W. Alameda, 6th floor, Tucson, AZ 85701 or email @ ContractorCompliance@tucsonaz.gov

Subcontractor/Subconsultant Firm Name	Rating Performance Rating 1 - 5

Signature: _____ Date: _____

Print Name: _____ Title:_____

Phone Number: _____ Email:_____

Business Services Department
Business Enterprise & Compliance Program (BECP)
Disadvantaged Business Enterprise (DBE)
FTA DBE ON-CALL Project Requirements

ON-CALL No. _____ Project Name: _____

As a recipient of Federal Transit Administration (FTA) funds; the City of Tucson and all Contractors must adhere to DBE requirements issued by the USDOT 49 CFR Part 26.

Pursuant to the City of Tucson's FTA 2024-2026 DBE Plan, the City is required to meet a 5% aspirational goal through race and gender - neutral DBE participation. Despite the lack of a race and gender - conscious DBE participation goal, the City is required to review, monitor and report DBE participation on **all** FTA funded construction projects during this time period.

For this project, the City of Tucson has *not* established a race or gender - *conscious* DBE participation goal. The City extends to each contractor and subcontractor an equal economic opportunity to compete for business. The City *encourages* each Bidder to voluntarily solicit bids from and make strong efforts to subcontract with certified DBEs to perform part of the project work in a Commercially Useful Function that the Bidder might otherwise perform with its own forces or a non-DBE subcontractor.

Each Bidder should conduct the following DBE outreach efforts including, but not limited to, (1) identify DBE participation opportunities; (2) actively solicit and evaluate proposals from DBE firm(s); (3) maintain documentation of the selection decisions regarding the DBE firms, including reasons for rejection of DBE proposal(s). If a Bidder fails to conduct these outreach efforts or fails to submit the City's *Subcontractor List and DBE Commitment form*, the City may determine the Bidder non-responsive. A determination of non-responsiveness disqualifies the Bidder from further consideration of contract/project award. The City may request copies of the outreach efforts and selection decision documentation.

BECP has implemented an online Contract Compliance System, https://tucsonaz.diversitycompliance.com, to be used to track and monitor all construction projects. All contractors and subcontractor are required to access the system for project reporting purposes, as outlined in the enclosed DBE JOC Checklist.

Any questions regarding these requirements, please contact Lloyd Windle at 837-4105, Margot Grossmann at 837- 4011 or via email to ContractorCompliance@tucsonaz.gov.

Business Enterprise and Compliance Program (BECP)
Project Submission Check List
FTA DBE (ON-CALL)

In order to be in compliance with the DBE regulations, the Offeror must comply with the following:

WITH YOUR SEALED BID, submit:

1. City of Tucson Business Enterprise and Compliance Program (BECP) *Subcontractors List and Statement of Proposed DBE Plan*. Pursuant to the Tucson Procurement Code Section 28-48(2), the Offeror must include all DBE subcontractors and all subcontractors with a subcontract value of $5,000 or more.

PRIOR TO CONTRACT AWARD, submit to BECP at ContractorCompliance@tucsonaz.gov

1. Final Subcontractors List (w/ Federal Tax ID) for **all** subcontractors and **all** tier subcontractors. This list should include **ALL** subcontractors that will perform work during the duration of the project.

PRIOR TO NOTICE TO PROCEED (NTP),

1. Complete the Subcontractor Approval Request form (SARF) for each subcontractor. Upload the SARF, the subcontract for each subcontractor (including any tier subcontractors) and all required attachments into the City's Contractor Compliance system at https://tucsonaz.diversitycompliance.com for review and approval by the City's BECP.

   It is the prime contractor's responsibility to provide all subcontractors the appropriate provisions to ensure the subcontractor abide by the contract requirements. Davis Bacon and Related Acts also apply to this project including submission of certified weekly payrolls and related documents in accordance with the contract's prevailing wage decision. Additional reporting requirements may include monthly and annual Equal Employment Opportunity compliance reports, as indicated in the contract.

DURING THE PERFORMANCE OF THE CONTRACT, BUT PRIOR TO FINAL PAYMENT

1. Report Subcontractor Payments: The prime contractor is required to report, by the 15th of each month, all payments made to the subcontractors in the City's Contract Compliance system (https://tucsonaz.diversitycompliance.com). In addition, all subcontractors must verify, by the end of each month, that they were paid the amount indicated and if they were paid promptly.

2. Subcontractor Modifications: The prime contractor must complete and submit the City's *Subcontractor Modification Form* for any modifications to the subcontractor's list. The form must be submitted to BECP at ContratorCompliance@tucsonaz.gov for review and approval. All subcontractor modifications are at the sole description of the Procurement Director. Approval must be received prior to any subcontractor changes being made.

3. Pay Estimates: BECP will review all pay estimates. If there are any issues regarding the Davis Bacon & Related Acts or the DBE program requirements, BECP may delay payment processing.

PRIOR TO FINAL PAYMENT

1. The prime contractor is required to complete the *Prime Contractor/Consultant Evaluation of Subcontractor/Subconsultant*. This form must be completed when a subcontractor has completed their work on the project. The form must be emailed to ContractorCompliance@tucsonaz.gov.

DBE PROGRAM PROVISIONS
For FTA Funded Projects
O-CALL xxxxxx: Attachment B

SECTION I. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The City of Tucson has received federal financial assistance and has established a DBE Diversity Program for Contracts in accordance with 49 CFR 26, which is incorporated herein by this reference. The DBE Diversity Program applies to all City and subrecipient contracts that are funded, in whole or in part, by federal financial assistance. In the event of any conflicts or inconsistencies between 49 CFR 26 and this DBE Diversity Program, 49 CFR 26 shall prevail.

The City of Tucson's DBE Program is managed and administered by the City's Business Services Department, Procurement Operations Division, Business Enterprise and Compliance Program (BECP). Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

As a recipient of Federal Transit Administration (FTA) funds; the City of Tucson and all Contractors must adhere to DBE requirements issued by the USDOT 49 CFR Part 26.

Pursuant to the City of Tucson's FTA 2024-2026 DBE Plan, the City is required to meet a **5%** aspirational goal through race and gender - conscious DBE participation. Despite the lack of a race and gender - conscious DBE participation goal, the City is required to review, monitor and report DBE participation on all FTA funded construction projects during this time period.

For this project, the City of Tucson has *not* established a race or gender - *conscious* DBE participation goal. The City extends to each contractor and subcontractor an equal economic opportunity to compete for business. The City *encourages* each Bidder to voluntarily solicit bids from and make strong efforts to subcontract with certified DBEs to perform part of the project work in a Commercially Useful Function that the Bidder might otherwise perform with its own forces or a non-DBE subcontractor.

Each Bidder should conduct the following DBE outreach efforts including, but not limited to, (1) identify DBE participation opportunities; (2) actively solicit and evaluate proposals from DBE firm(s); (3) maintain documentation of the selection decisions regarding the DBE firms, including reasons for rejection of DBE proposal(s). If a Bidder fails to conduct these outreach efforts or fails to submit the City's *Subcontractor List and DBE Commitment form*, the City may determine the Bidder non-responsive. A determination of non-responsiveness disqualifies the Bidder from further consideration of contract/project award. The City may request copies of the outreach efforts and selection decision documentation.

Each Bidder must complete and submit the enclosed *Subcontractors List and DBE Commitment Form* with their bid. This form must include:

(1) **All** proposed subcontractors with a contract value at or over $5,000.
(2) **All** proposed DBE subcontractors regardless of subcontract value.

SECTION II. DEFINITIONS

Agency means the City of Tucson for purposes of this solicitation.

Arizona Unified Certification Program (AZUCP) means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 Code of Federal Regulations (CFR) Part 26. The official DBE database containing eligible DBE firms certified by AZUCP

can be accessed at: https://utracs.**azdot**.gov. The certification system is called the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

Business to Government Now (B2G) means the web-based certification and compliance system used to track and monitor DBE and Small Business Participation. The B2G system can be accessed at: https://tucsonaz.diversitycompliance.com.

Commercially Useful Function - The DBE is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumed that the DBE firm is not performing a commercially useful function and no DBE credit may be awarded toward the DBE goal.

Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor - One who participates, through a contract or subcontract (at any tier), in a federally funded program. For the purposes of DBE Plan evaluation, any offeror in negotiations with the City of Tucson pursuant to a Request for Qualifications is also subject to the Contractor DBE program compliance requirements.

DBE Business Enterprise Compliance Specialist means an Agency employee responsible for oversight and compliance of the DBE Contract provisions.

Disadvantaged Business Enterprise or DBE - A for-profit small business concern that has successfully completed the DBE certification process and has been granted DBE status by an AZUCP member pursuant to the criteria contained in 49 CFR Part 26.

Goods and Services Providers are firms that provide goods and services that represent a Commercially Useful Function directly to Transit as a DBE or Small Business.

Joint Venture - An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Manufacturer means a firm that owns; operates or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the recipient, successful bidder, or Transit Vehicle Manufacturer.

Outreach Efforts means the diligent and good faith efforts demonstrated by a Bidder to solicit participation from interested and qualified DBEs and other Small Businesses. Bidder shall identify and document potential business opportunities for DBEs and other Small Businesses, describe what efforts were undertaken to solicit DBE and Small Business participation, disclose results of negotiations with Small Businesses, and communicate and record Bidder's selection decisions relating to DBE and Small Business participants.

Primary Industry Classification - The four-digit Standard Industrial Classification (SIC) code designation which best describes the primary business of a firm. The SIC code designations are described in the Standard Industry Classification Manual. As the North American Industrial Classification System (NAICS) replaces the SIC system, references to SIC codes and the SIC Manual are deemed to refer to the NAICS manual and applicable codes. The SIC Manual and the NAICS Manual are available

through the National Technical Information Service (NTIS) of the U.S. Department of Commerce (Springfield, VA 22261). NTIS also makes materials available through its web site (https://www.census.gov/naics/)

Program - Any undertaking on the City of Tucson's part to use federal financial assistance, authorized by the laws to which this part applies.

Race and Gender-Conscious - A measure or program that is focused specifically on assisting only DBEs.

Race and Gender-Neutral - A measure or program that is, or can be, used to assist all small businesses.

Regular dealer/broker is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or released to the public in the usual course of business.

Recipient - Any entity, public or private, to which federal financial assistance is extended, whether directly or through another recipient, or who has applied for such assistance.

Set-Aside - A contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Concern - With respect to firms seeking to participate as a DBE, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and Economically Disadvantaged Individual - Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --
(a) Any individual who the City of Tucson finds to be a socially and economically disadvantaged individual on a case-by-case basis.
(b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Lorea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
(v) "Subcontinent Asian Americans," which includes persons who origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
(vi) Women;
(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Subcontract means a contract at any tier below the prime contract, including a purchase order.

Subcontractor means an individual, partnership, JV, corporation, or firm that holds a contract at any tier below the prime contract, including a vendor under a purchase order.

Supplier means a firm that engages in, as its principal business, the purchase and sale of material or supplies required for the performance of a contract. The firm must own, operate, and maintain a store, warehouse or other establishment where the supplies are bought, kept in stock, and regularly sold to the public in the usual course of business.

SECTION III GENERAL REQUIREMENTS

A. Applicable Federal Regulations

This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving a DBE. For this reason, the Successful Bidder shall provide all relevant information to enable the required reporting. All contractors, subcontractors and those certified as DBEs must comply with all requirements stated herein.

B. Civil Rights Assurances.

As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Bidder, and each Subcontract signed by the Successful Bidder and a Subcontractor, must include the following assurance *verbatim*:

"The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Phoenix deems appropriate."

Note: For purposes of the required Contract and Subcontract language above, Successful Bidder is the "contractor" awarded the contract.

C. Contractor Performance Evaluation

At the conclusion of every City of Tucson construction project, the prime contractor is required to complete the Prime Contractor Evaluation of Subcontractor form. The Prime Contractor/Consultant must identify all subcontractors utilized on a project and rate the performance of each subcontractor from 1 – 5, based on industry standards. A score of 5 or 4 is considered above average. A score of 3 is considered average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.

D. DBE Certification

Only firms (1) certified by the Agency or another AZUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the Agency's tracking and reporting obligations to USDOT.

E. DBE Participation

For this solicitation, the Agency has *not* established a race- or gender-*conscious* DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-*neutral* measures to facilitate participation by DBEs and Small Businesses. The Agency *encourages* each Bidder to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Bidder might otherwise perform with its own forces.

The Arizona Unified Certification Program (AZUCP) Database contains the ***complete*** listing of those firms which are certified and therefore eligible to participate as a DBE on a project. DBE participation is NOT limited to Pima County firms. Any DBE firm recognized through the AZUCP is eligible to be recognized as a certified DBE. The AZUCP Database can be accessed through the following internet address (https://utracs.azdot.gov/Search). If the name of a firm does not appear in the AZUCP database, it shall be the bidder's responsibility to ascertain the certification status of the firm.

Questions regarding the AZUCP and the City's DBE Program can be addressed to the City's Department of Procurement, Business Enterprise and Compliance Program at 520-837-4000 or via email at ContractorCompliance@tucsonaz.gov.

F. DBE Program Compliance

The contractor and all DBE subcontractors must comply with all aspects of the DBE federal program requirements as specified in 49 CFR Part 26. The contractor must include a copy of the DBE contract provisions in every subcontract. The executed subcontract with all required contract provisions must be uploaded into the City's Contract Compliance system, https://tucsonaz.diversitycompliance.com, prior to the Notice to Proceed.

Failure by the contractor to comply with the DBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

(1) Withholding monthly progress or final payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or;

(4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1129. The contractor must pay their subcontractors within 7 days of payment from the City.

The prime contractor is required to report, by the 15th of each month, all payments made to the subcontractors in the City's Contract Compliance system (https://tucsonaz.diversitycompliance.com). In addition, all subcontractors must verify, by the end of each month, that they were paid the amount indicated and if they were paid promptly.

The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Business Enterprise & Compliance Program, 255 W. Alameda, 8th floor Tucson, Arizona 85701 – PO Box

27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Department of Procurement, Business Enterprise & Compliance Program with the complaint process as detailed in the City of Tucson Construction Fairness Ordinance comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

G. False, Fraudulent Or Dishonest Conduct

The City of Tucson will bring to the attention of the federal government any false, fraudulent or dishonest conduct in connection with the DBE Diversity Program for Contracts so that the federal government can take steps (e.g., referral to the Department of Justice for criminal prosecution, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR 26.109. The City will also consider similar action under its own legal authorities, including responsibility determinations in future contracts.

H. Non-Discrimination

The City of Tucson shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal contract or in the administration of its DBE Program or the requirements of 49 CFR 26. The recipient shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of federal contracts. The recipient's DBE Program, as required by 49 CFR 26, 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 City of Tucson of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

I. Record Keeping

The City of Tucson will require prime contractors to maintain records and documents of payments to DBE for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Tucson or federal government. The reporting requirement also extends to any certified DBE subcontractors.

J. Small Business Participation

The Agency will track the participation of all approved businesses throughout the life of this contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).

K. Subcontractor Performance & Substitution Requests

All subcontractor modifications (addition, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work. The prime contractor must complete and submit the City's *Subcontractor Modification Form* for any modifications to the subcontractor's list. The form must be submitted to BECP at ContractorCompliance@tucsonaz.gov for review and approval. All subcontractor modifications are at the sole description of the Procurement Director. Approval must be received prior to any subcontractor changes being made

The contractor's distinct contract items of work to be awarded to DBE's shall be performed by the designated DBE. The DBE must perform a commercially useful function, that is, the DBE must manage, perform, and supervise a distinct element of work.

In the event that a DBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Business Enterprise Compliance Specialist, the Contract Officer and the Project Manager. The DBE firm can only be terminated for good cause. The contractor shall immediately take reasonable good faith efforts to obtain another certified DBE firm to perform an equal or greater dollar value of the work. The prime contractor must complete the City's *Subcontractor Modification Form*. The form must be submitted to BECP at ContractorCompliance@tucsonaz.gov for review and approval

DBE contract work items shall not be performed by the contractor in lieu of subcontracting.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's obligation for DBE participation.

L. Monitoring Payments to Subcontractors

Prime contractors must maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Tucson or federal government. This reporting requirement also extends to any certified DBE subcontractor. As part of the contract documents requirement, the contractor will submit company procedures and policy for prompt payment of work and prompt release of retention to subcontractors.

Prime contractors are required to pay **all** subcontractors for satisfactory performance of their contracts no later than 7 days from receipt of each progress payment made by the City of Tucson to the prime contractor.

The prime contractor is to pay **all** retention owed to a subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and accepted by the prime contractor as required by the City of Tucson. Payment of retention by a prime contractor to subcontractors following completion and acceptance of work is **NOT** dependent on the billing of, or payment from, the City of Tucson for the retention release. Required timelines are indicated below:

A. When a subcontractor has completed all the tasks called for in the subcontract, the subcontractor will submit a written request to the prime contractor for an acceptance inspection and release of all retention.
B. Within 10 days of receipt of an inspection request by a subcontractor, the contractor shall schedule an inspection / walk through for acceptance of the work.
C. Within 30 days of the acceptance of a subcontractors work, the prime contractor shall pay all retention owed to a subcontractor.

Prime contractors will report the actual value of any contract to DBE firms for work committed to them at the time of the contract award.

Once a subcontractor's work has been accepted, a prime contractor may bill the City of Tucson for release of retention equal to the amount of retention that is/has been released to a subcontractor.

The prime contractor is required to report, by the 15th of each month, all payments made to the subcontractors in the City's Contract Compliance system

(https://tucsonaz.diversitycompliance.com). In addition, all subcontractors must verify, by the end of each month, that they were paid the amount indicated and if they were paid promptly.

Prime contractors must provide notice to their subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson Business Enterprise & Compliance Program, 255 W. Alameda, 8th Floor, Tucson, Arizona 85701. The complaint shall set forth the facts and identify the prime contractor, contract # and contract title/project location. Subcontractors will be assisted by the Department of Procurement with the complaint process.

The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The City of Tucson may withhold payment from the prime contractor for failure to submit and/or complete required documents.

BUSINESS SERVICES DEPARTMENT
BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED DBE PLAN
FTA FUNDED PROJECTS

On-Call No. _____ Project Name: _____

Enter your DBE subcontractors for this project in the following table. These are your committed subcontractors for this project. Any addition, deletion or substitution to the listed subcontractors will be a violation of the Tucson Procurement Code and may only be allowed at the discretion of the Procurement Director.

ALL PROPOSED DBE FIRMS (Print additional form to add more DBE firms)		
Subcontractor's Name	**Trade/Industry**	**Dollar Value of Contract**

Enter all other committed subcontractors for this project in the following table. Any addition, deletion or substitution to the listed subcontractors requires approval from and is at the discretion of the Procurement Director.

FIRST TIER SUBCONTRACTORS AT AND ABOVE $5,000 (Print additional form to add more subcontractors)		
Subcontractor's Name	**Trade/Industry**	**Dollar Value of Contract**

Bidder's Base Bid Amount $ _____

Total Claimed DBE Participation $_____ _____%

I hereby certify by signing below that the foregoing DBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: _____

Signature: _____ Phone No. _____

Date: _____ Name & Title: _____

BUSINESS ENTERPRISE & COMPLIANCE PROGRAM (BECP)
FINAL SUB-CONTRACTORS LIST
(To be submitted prior to contract/project award)

Contract No.: _____ **Project:** _____

Prime Contractor: _____

The undersigned Contractor certifies that the following list of subcontractors is the exhaustive list of all subcontractors that will perform work on the above listed contract/project.

The Federal Labor Standards requires that the Contractor and each subcontractor to provide their ***Employer (IRS) Number*** and their ***Business Racial/Ethnic Classification***, **and** the dollar value of each subcontract. The ***Racial/Ethnic Code*** indicates the racial/ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more of the business is not owned or controlled by a single racial/ethnic category, enter the code that seems most appropriate. The ***Racial/Ethnic Code*** may be a combination of two-code number – for example 2/3.

Racial/Ethnic Codes:

1= White Americans
2= Black Americans
3= Native Americans
4=Hispanic Americans
5= Asian/Pacific Americans

Work Category(ies)	Subcontractor's Name & AZ ROC License Number	Value of Contract	Tax ID # (9 digits)	DUNS #	Ethnic Code

Contractor Representative: _____

Phone # _____ Email: _____

Signature: _____ Date: _____

BECP Approval: _____ Date _____

City of Tucson
BECP

SUBCONTRACTOR APPROVAL REQUEST FORM (FTA) Revision Date: 5/17/2019

PRIME CONTRACTOR:

_____

TELEPHONE NO. _____

CONTRACT NO. _____

PROJECT NAME: _____

PRIME CONTRACT AMOUNT $_____

ESTIMATED SUBCONTRACT AMOUNT$ _____

SUBCONTRACTOR_____

ADDRESS_____

CITY, STATE, ZIP_____

TELEPHONE NO. _____

EMAIL ADDRESS (REQUIRED) _____

CONTACT NAME (PRINT)_____

SUBCONTRACTOR R.O.C. NO._____CLASS_____

SUBCONTRACTOR FED EIN NO._____

LOWER TIER TO: _____

DBE:☐ YES

CERTIFICATION: The Prime Contractor and Subcontractor certifies the following:

A. Documents No. 2- 9 have been incorporated into the subcontract agreement

B. The Prime Contractor and Subcontractor shall execute the subcontract agreement prior to the start of Subcontractor's work. DBE subcontracts to be submitted to COT prior to Pre-Construction conference for approval

C. Upon execution, Prime Contractor will upload copies of all subcontract agreements containing all of the following items into the B2GNow Contract Compliance System:

1. Subcontract Agreement containing Bid Items of Work
2. Cargo Preference Act
3. Certification, Contracts or Subcontracts subject to EEO clause April, 1969
4. Standard Federal EEO Construction Contract Specifications (Executive Order 11246) Revised 11/3/1980
5. Notice of Requirement for Affirmative Action to ensure EEO (Executive Order 11246) Rev. 4/15/1981
6. Buy America Requirements
7. Title VI Assurances
8. Prompt Pay and Payment Reporting Provisions (Rev. 09/20/2016)
9. Wage Determination Decision _____Date_____Mod _____

Authorized Prime Contractor Signature		Authorized Subcontractor Signature		Authorized Lower Tier Signature	
Title	Date	Title	Date	Title	Date

FOR COT USE ONLY

Percentage Subcontracted to date:_____%

Total Subcontracted to date: $_____

DBE Program Approval / Date

Labor Compliance Program Approval / Date

DTM Project Manager / Date

☐ YES ☐ NO

☐ Non-Committed DBE

☐ Committed DBE

Business Enterprise and Compliance Program (BECP)
Subcontractor Modification Form

The modification of **any** subcontractor after contract award requires prior approval by the Business Services Director

TYPE OF REQUEST _____**ADDITION** _____**REMOVAL** _____**REPLACEMENT**

_____**INCREASE** _____**REDUCTION**

ARE ANY SBE / DBE FIRMS AFFECTED? ____ **YES** ____ **NO** If yes, please explain:_____

_____

Contract # _____ Contract Name:_____

Prime Contractor: _____ Contact Name_____

Email:_____ Phone: _____

	CURRENT SUBCONTRACTOR	PROPOSED SUBCONTRACTOR
SUBCONTRACTOR NAME		
SUBCONTRACT VALUE		
CONTACT NAME		
EMAIL		
PHONE		
ADDRESS		
DUNS		
SBE / DBE ?	SBE / DBE (circle one, if applicable)	SBE / DBE (circle one, if applicable)
SIGNATURE	By signing below, the Current Subcontractor indicates their understanding of, and agreement with, this modification and the explanation provided by the Prime Contractor in the "Reason for Request" field on this form: _____ Signature of Current Subcontractor (required)	

REASON FOR REQUEST: (Note: Prime Contractor must explain why the subcontractor that was identified in the Prime Contractor's bid is now being modified. Reason must demonstrate that this modification does not violate City of Tucson

Ordinance 9158 as well as Section 28-48(2), Section 28-150(6)(5), Section 28-151.4(1), and Section 28-151.4(2) of the Tucson Procurement Code. The City seeks to ensure that this request is not being made as a result of "**bid shopping**" on the part of the Prime Contractor.)

_____

_____

_____

_____

_____

_____(attach supporting documentation as necessary)

Signature of Prime Contractor:_____ Date: _____

**********COT Use Only**********

APPROVAL

BUSINESS ENTERPRISE_____ DATE_____

BUSINESS SERVICES DIRECTOR_____ DATE_____

Business Services Department
Business Enterprise & Compliance Program (BECP)

Prime Contractor/Consultant Evaluation of Subcontractors/Subconsultants

Date: _____ Prime Contractor/Consultant: _____

Contract #:_____ Contract Name: _____

List **all** subcontractors/subconsultants that performed work on this contract.

Prime contractors/consultants must rate the subcontractor/subconsultant performance on this contract. The rating scale is 1-5, with 5 & 4 above average, 3 average, and 2 or 1 substandard performance. A rating of 1 or 2 will require the completion of the Subcontractor Substandard Performance Report.

Send the completed form to:

City of Tucson, Business Services Department/Business Enterprise & Compliance Program
255 W. Alameda, 8th floor, Tucson, AZ 85701 or email @ ContractorCompliance@tucsonaz.gov

Subcontractor/Subconsultant Firm Name	Rating Performance Rating 1 - 5

Signature: _____ Date: _____

Print Name: _____ Title:_____

Phone Number: _____ Email:_____

7. FTA & HUD

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS, AND CERTIFICATIONS

*****RFQ 240161*****

FEDERAL TRANSIT ADMINISTRATION
TERMS, CONDITIONS AND CERTIFICATIONS

Requirements/Conditions For All FTA Assisted Contracts:

Federal Disclaimer to Third Parties
Program Fraud and False or Fraudulent Statements and Related Acts
Access to Third Party Contract Records
Prohibitions Against Exclusionary or Discriminatory Specifications
Changes to Federal Requirements
Termination Provisons (Contracts exceeding $10,000)
Civil Rights Requirements
Requirements for Disadvantaged Business Enterprises (DBEs)
Incorporation of FTA Terms

Requirements for Contracts Exceeding $25,000 Threshold:

Debarment and Suspension Requirements

Requirements for Contracts Exceeding Small Purchase Threshold ($100,000):

Report, record retention, and access provisions
Buy America requirements
Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation
Lobbying Requirements
Bonding Requirements for Construction Activities; (may be imposed for nonconstruction activities)
Clean Water Requirements
Clean Air Requirements

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials) (for all turnkey, rolling stock and operiational contracts (excluding transportation services) in excess of $100,000

Planning, Research, Development and Demonstration Projects

Patent Rights Requirements
Rights in data and copyrights requirements

Miscellaneous Special Requirements

Environmental Protection
Energy Conservation Requirements
Metric System Requirements
National ITS Architecture
Requirements for Recycled Products (for items designated by EPA)
Seat Belt Use
Text Messaging While Driving

Certifications

Buy America

Lobbying

Protest Procedures For Federal Transit Administration Funded Projects

City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

Requirements/Conditions For All FTA Assisted Contracts

This Contract is Subject to Federal Financial Assistance/Application of Provisions and Clauses

This contract is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the City of Tucson and the U.S. Department of Transportation.

The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA). If FTA requires any change to this Contract to comply with its requirements, both parties agree to amend the Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by the Contractor or the time for such performance, then the compensation to be paid the Contractor and time of performance shall be equitably adjusted.

The required contract clauses, which are identified below as applicable to this solicitation, will be incorporated by reference in any contract resulting from this solicitation issued by the City Of Tucson. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this solicitation which may also be incorporated by reference in any resulting contract. If there is any discrepancy in the language between this document and the General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures and Bid or Proposal Forms set forth in other sections of this solicitation, the stricter of two shall govern.

Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

Federal Disclaimer to Third Parties

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

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

Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 et seq., 49 CFR Part 31, 18 U.S.C. § 1001, 49 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the

Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

Access to Third Party Contract Records *(Form FTA Master Agreement MA (18) dated October 1, 2011)*

All contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). All contractors further agree to require its third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

Prohibitions Against Exclusionary or Discriminatory Specifications – 49 U.S.C. § 5323(h)(2)

1. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Tucson agrees that it will comply with 49 U.S.C. § 5325 (h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.

Changes to Federal Requirements - 49 CFR Part 18

1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement *(Form FTA MA (18) dated October, 2011 between the City of* Tucson *and FTA)*, as they 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. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements, unless modified by the FTA.

Termination Provisions - 49 U.S.C.Part 18, FTA Circular 4220.1F

1. **Termination for Convenience (General Provision):** The City Of Tucson may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City Of Tucson to be paid the Contractor. If the Contractor has any property in its possession belonging

to the City Of Tucson, the Contractor will account for the same, and dispose of it in the manner the City Of Tucson directs.

2. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City Of Tucson may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

   If it is later determined by the City Of Tucson that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City Of Tucson, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision):** The City Of Tucson in its sole discretion may, in the case of a termination for breach or default, allow the Contractor to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

   If Contractor fails to remedy to the City Of Tucson's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract after receipt of written notice from the City of Tucson setting forth the nature of said breach or default, the City of Tucson shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Tucson from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach:** In the event that the City of Tucson elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Tucson shall not limit the City of Tucson's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5. **Termination for Convenience (Professional or Transit Service Contracts):** The City of Tucson, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Tucson shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Tucson may terminate this contract for default. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Tucson.

7. **Termination for Default (Transportation Services):** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Tucson may terminate this contract for default. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

   If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the City of Tucson, protect and preserve the goods until surrendered to the City of Tucson or its agent. The Contractor and the City of Tucson shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Tucson.

8. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Tucson may terminate this contract for default. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Tucson may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Tucson resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Tucson in completing the work.

   The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

   a. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City of Tucson, acts of another Contractor in the performance of a contract with the City of Tucson, epidemics, quarantine restrictions, strikes, freight embargoes; and

   b. the contractor, within ten [10] days from the beginning of any delay, notifies the City of Tucson in writing of the causes of delay. If in the judgment of the City of Tucson, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Tucson shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

   If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City of Tucson.

9. **Termination for Convenience or Default (Architect and Engineering):** The City of Tucson may terminate this contract in whole or in part, for the City of Tucson's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Tucson shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination.

Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the City of Tucson, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Tucson may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Tucson.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Tucson.

10. **Termination for Convenience or Default (Cost-Type Contracts):** The City of Tucson may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the City of Tucson or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Tucson, or property supplied to the Contractor by the City of Tucson. If the termination is for default, the City of Tucson may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Tucson and the parties shall negotiate the termination settlement to be paid the Contractor.

    If the termination is for the convenience of the City of Tucson, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

    If, after serving a notice of termination for default, the City of Tucson determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City of Tucson, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights Requirements - 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

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

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

    a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq* ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

Requirements for Disadvantaged Business Enterprises (DBE's) - 49 CFR Part 26

1. The Federal Fiscal Year goal has been set by the City Of Tucson in an attempt to match projected procurements with available qualified disadvantaged businesses. The City Of Tucson goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the City Of Tucson as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Legal Documents and Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the City Of Tucson may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

a. Policy - It is the policy of the Department of Transportation and the City Of Tucson that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 and Section 106(c) of the STURAA of 1987, apply to this Contract.

   The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts. 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 any such other remedy as the recipient deems appropriate.

   It is further the policy of the City Of Tucson to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the City Of Tucson procurement activities are encouraged.

b. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

c. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the City Of Tucson may declare the contractor noncompliant and in breach of contract.

d. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the City Of Tucson DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the City Of Tucson and will be submitted to the City Of Tucson upon request.

e. The City Of Tucson will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

* Identification of qualified DBE

* Available listing of Minority Assistance Agencies

* Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

a. Disadvantaged business "means a small business concern":

i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

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

or

iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

b. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

c. “Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

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

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

iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;

v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

3. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment made by the City of Tucson to the prime contractor. If applicable, the Prime contractor is to pay all retainage owed to the DBE subcontractor within 30 days of satisfactory completion of the contracted work. For the purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented by the prime contractor as required by the City of Tucson. The City of Tucson will continue to hold full retainage as provided for under the Arizona Revised Statutes. Prime contractors must provide notice to DBE firms that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson Office of Equal Opportunity Programs Director, 201 N. Stone Ave., 3rd Floor NW, Tucson Arizona 85701. The complaint shall set forth the facts and identify the prime contractor and the project.

Incorporation Of Federal Transit Administration (FTA) Terms - FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 of the City Of Tucson's requests which would cause the City Of Tucson to be in violation of the FTA terms and conditions.

Requirements for Contracts Exceeding $25,000

Debarment and Suspension Requirements - 49 CFR Part 29, Executive Order 12549

Debarment, Suspension, and Other Responsibility Matters - (Third Party Contracts over $25,000).

The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management FTA Master Agreement MA(16), 10-1-2009 17 and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. The Recipient agrees to, and assures that its subrecipients, lessees, third party contractors, and other participants at any tier of the Project will, review the "Excluded Parties Listing System" at http://epls.gov/ before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project.

Requirements for Contracts Exceeding $100,000

Access To Records And Reports - 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

Access to Records of Recipients and Subrecipients

The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g), 18 CFR 18.36(i), 49 CFR 633.17

Buy America Requirements - 49 U.S.C. 5323(j), 49 CFR Part 661

Buy America Provision: Steel and Manufactured Products Other than Buses, Rolling Stock and Associated Equipment

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (see Certification section) with all bids on FTA-funded contracts, of $100,000 and above, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Provisions For Resolution Of Disputes, Breaches, Defaults Or Other Litigation - 49 CFR Part 18, FTA Circular 4220.1F

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City Of Tucson. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the City Of Tucson. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the City Of Tucson shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute

Unless otherwise directed by the City Of Tucson, 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City Of Tucson and the 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 State in which the City Of Tucson is located.

Rights and Remedies

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

Lobbying Requirements - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

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 City Of Tucson.

Bonding Requirements for Construction Activities; may be imposed for non-construction activities

Refer to the Special Terms & Conditions of this Solicitation for

Bid Bond Requirements (Construction)
Performance and Payment Bonding Requirements (Construction)
Performance and Payment Bonding Requirements (Non-Construction)
Advance Payment Bonding Requirements
Patent Infringement Bonding Requirements (Patent Indemnity)
Warranty of the Work and Maintenance Bonds

Clean Water Requirements - 33 U.S.C. 1251

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Clean Air Requirements - 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA

Requirements for Recycled Products - 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Non Construction Activities

Non Construction Employee Protection Requirements (Except for supplies/raw materials)

The Contractor agrees to comply with and assures compliance by other Project participants with any applicable employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.,* in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

Planning, Research, Development and Demonstration Projects

Patent And Rights In Data - 37 CFR Part 401, 49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Miscellaneous Special Requirements

Environmental Protection 42 U.S.C. 4321 et seq., 49 U.S.C. 5324(b) et seq., 40 CFR Part 1500 et seq., 23 CFR Part 771, 49 CFR Part 622

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622

Energy Conservation Requirements - 42 U.S.C. 6321 et seq., 49 CFR Part 18

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Metric System Requirements – 15 U.S.C. 205a et seq.

As required by U.S. DOT or FTA, the City of Tucson agrees to use the metric system of measurement in its Project activities, as may be required by 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the City of Tucson agrees to accept products and services with dimensions expressed in the metric system of measurement.

National ITS Architecture

The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Recycled Products (for items designated by the EPA)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Seat Belt Use

In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, the contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar document in connection with the Project.

Text Messaging While Driving

In accordance with Executive Order No. 13513,Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the contractor is encouraged to comply with the terms of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Certifications

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS
(To be submitted with each bid or offer exceeding $100,000)
(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date 5/12/2025

Signature_____

Company Name Consultant Engineering, Inc.

Title Principal

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000)
(To be submitted by the bidder/offeror)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Consultant Engineering, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Barry Brown, Principal Name and Title of Contractor's Authorized Official

5/12/2025 Date

Protest Procedures For Federal Transit Administration Funded Projects

City Of Tucson Protest Procedures For Federal Transit Administration (FTA) Funded Projects

A protestant must exhaust all City of Tucson Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1. Any and all protests shall be in writing and shall be filed with the Director of Procurement, City of Tucson, Arizona. A protest relating to the process for determining the most responsive and responsible proposer shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the determination. A protest of a proposed award or rejection shall be filed within ten (10) calendar days after the protestor knows or should have known the basis of the protest. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Procurement Director may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Procurement Director within seven (7) calendar days after the receipt of the determination.

2. A protest shall include:

   A. The name, address, and telephone number, including FAX number if available, of the protestor;

   B. The signature of the protestor or authorized representative;

   C. Identification of the contract/solicitation;

   D. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

   E. The form of relief requested.

3. If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4. The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Procurement Director determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5. The Procurement Director may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidders/offerors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6. The Procurement Director shall respond "in writing", in detail, to each substantial issue raised in the protest. The Procurement Director has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Procurement Director if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7. The City may proceed with a procurement when a protest is pending if the City determines that:

   A. The items to be procured are urgently required;

   B. Delivery or performance will be unduly delayed by failure to make the award promptly; or

   C. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8. FTA will only entertain a protest that alleges:

   1. The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
   2. Violations of Federal law or regulation.

A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

A. Include the name and address of the protestor.

B. Identify the grantee, project number, and the number of the contract solicitation.

C. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

D. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Model Form of Agreement Between Owner and Design Professional

Model Form of Agreement Between Owner and Design Professional

U. S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor,and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

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Introduction to Agreement

Agreement
made as of the _____ day of _____ in the year (yyyy) of _____

Between the **Owner** (Name & Address)

and the **Design Professional** (Name, Address and Discipline)

For the following **Project** (Include detailed description of Project, Location, Address, Scope and Program Designation)

The Owner and Design Professional agree as set forth below.

Article A: Services

A 1.0 Design Professional's Basic Services

A. 1.1 Areas of Professional's Basic Services. Unless revised in a written addendum or amendment to this Agreement, in plan-ning, designing and administering construction or rehabilitation of the Project, the Design Professional shall provide the Owner with professional services in the following areas:

- Architecture
- Site Planning
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Civil Engineering
- Landscape Architecture
- Cost Estimating
- Construction Contract Administration

A 1.2 Phases and Descriptions of Basic Services.

A. 1.2.1 Schematic Design/Preliminary Study Phase. After receipt of a Notice to Proceed from the Owner, the Design Professional shall prepare and deliver Schematic Design/Preliminary Study Documents. These documents shall consist of a presentation of the complete concept of the Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. Additionally, the Design Professional shall make an independent assessment of the accuracy of the information provided by the Owner concerning existing conditions. Documents in this phase shall include:

- Site plan(s)
- Schedule of building types, unit distribution and bedroom count
- Scale plan of all buildings, and typical dwelling units
- Wall sections and elevations
- Outline specifications
- Preliminary construction cost estimates
- Project specific analysis of codes, ordinances and
- regulations Three dimensional line drawings

A. 1.2.2 Design Development Phase. After receipt of written approval of Schematic Design/Preliminary Study Documents, the Design Professional shall prepare and submit to the Owner Design Development Documents. The Design Professional shall revise these documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. These documents shall include the following:

- Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- Outline specifications
- Cost estimates and analysis
- Recommendations for phasing of construction
- Site plan(s)
- Landscape plan
- Floor plans
- Elevations, building and wall sections
- Updated three dimensional line drawings
- Engineering drawings

A. 1.2.3 Bidding, Construction and Contract Document Phase. After receipt of the Owner's written approval of Design Develop-ment Documents, the Design Professional shall prepare Construction Documents. After consultation with the Owner and Owner's attorney, if requested by the owner, the Design Professional shall also prepare and assemble all bidding and contract documents. The Design Professional shall revise these Bidding, Construction and Contract documents consistent with the requirements and criteria established by the Owner to secure the Owner's written approval. They shall, include in a detailed, manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by Owner; and direct reproduction of any logs and subsurface soil investigations. These documents shall include:

- Solicitation for Bids
- Form of Contract
- Special Conditions
- General Conditions
- Technical Specifications
- Plans and drawings
- Updated cost estimates

A. 1.2.4 Bidding and Award Phase. After written approval of Bidding, Construction and Contract Documents from the Owner, the Design Professional shall assist in administering the bidding and award of the Construction Contract. This shall include:

- Responding to inquires
- Drafting and issuing addendum approved by Owner
- Attending prebid conference(s)
- Attending public bid openings
- Reviewing and tabulating bids
- Recommending list of eligible bids
- Recommending award
- Altering drawings and specifications as often as required to award within the Estimated Construction Contract Cost

A. 1.2.5 Construction Phase. After execution of the Construction Contract, the Design Professional shall in a prompt and timely manner administer the Construction Contract and all work re-quired by the Bidding, Construction and Contract Documents. The Design Professional shall endeavor to protect the Owner against defects and deficiencies in the execution and performance of the work. The Design Professional shall:

- Administer the Construction Contract.
- Conduct pre-construction conference and attend dispute resolution conferences and other meetings when requested by the Owner.
- Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- At the Owner's written request, and as Additional Service, procure testing from qualified parties.
- Monitor the quality and progress of the work and furnish a written field report ☐ weekly, ☐ semi monthly, ☐ monthly, or ☐ _____ This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the Design professional's failure to properly perform its duties and responsibilities. The Owner may direct additional monitoring but only as Additional Services.
- Require any sub-consultant to provide the services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Design Professional.
- Review, approve and submit to Owner the Contractor Requests for Payment.
- Conduct all job meetings and record action in a set of minutes which are to be provided to the Owner.
- Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- Make recommendations to Owner for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
- Promptly notify Owner in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- Negotiate, prepare cost or price analysis for and countersign change orders.
- Prepare written punch list, certificates of completion and other necessary construction close out documents.
- Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the Design Professional.

A. 1.2.6 Post Completion/Warranty Phase. After execution of the Certificate of Completion by the Owner, the Design Professional shall:

- Consult with and make recommendations to Owner during warranties regarding construction, and equipment warranties.
- Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to the Owner. At the Owner's request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- Advise and assist Owner in construction matters for a period up to eighteen months after completion of the project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the Design Professional.

A. 1.3 Time of Performance. The Design Professional's sched-ule for preparing, delivering and obtaining Owner's approval for Basic Services shall be as follows:

- Schematic Design/Preliminary Study Documents within _____ calendar days for the date of the receipt of a Notice to Proceed.
- Design Development Documents within _____calendar days from the date of receipt of written approval by the Owner of Schematic Design/Preliminary Study documents.
- Bidding, Construction and Contract Documents within _____calendar days from the date of receipt of written approval by the Owner of Design Development Documents.

A. 2.0 Design Professional's Additional Services

A. 2.1 Description of Additional Services. Additional Services are all those services provided by the Design Professional on the Project for the Owner that are not defined as Basic Services in Article A, Section 1.2 or otherwise required to be performed by the Design Professional under this Agreement. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of the Design Professional and not due to any errors, omissions, or failures on the part of the Design Professional to carry out obligations otherwise set out in this Agreement.

A. 2.2 Written Addendum or Contract Amendment. All additional services not already expressly required by this agreement shall be agreed to through either a written addendum or amendment to this Agreement.

Article B: Compensation and Payment B.

1.0 Basic Services

B. 1.1 Fixed Fee for Basic Services. The Owner will pay the Design Professional for Basic Services performed as defined by A.1.2, a Fixed Fee (stipulated sum) of $ _____ plus Reimbursable Expenses identified in Article B.2.0. Such

payment shall be compensation for all Basic Services required, performed, or accepted under this Contract.

B. 1.2 Payment Schedule. Progress payments for Basic Services for each phase of work shall be made in proportion to services performed as follows:

Phase	Amount
Schematic Design/Preliminary Study Phase	$ _____
Design Development Phase	$ _____
Bidding, Construction & Contract Document Phase	$ _____
Bidding & Award Phase	$ _____
Construction Phase	$ _____
Post Completion/ Warranty Phase	$ _____
Total Basic Services	$ _____

B. 2.0 Reimbursables

B. 2.1 Reimbursable Expenses. The Owner will pay the Design Professional for the Reimbursable Expenses listed below up to a Maximum Amount of $ _____ Reimbursable Expenses are in addition to the Fixed Fee for Basic Services and are for certain actual expenses incurred by the Design Professional in connection with the Project as enumerated below.

B. 2.1.1 Travel Costs. The reasonable expense of travel costs incurred by the Design Professional when requested by Owner to travel to a location that lies outside of a 45 mile radius of either the Project site, Design Professional's office (s), and Owner's office.

B. 2.1.2 Long Distance Telephone Costs. Long distance tele-phone calls and long distance telefax costs.

B. 2.1.3 Delivery Costs. Courier services and overnight delivery costs.

B. 2.1.4 Reproduction Costs. Reproduction and postage costs of required drawings, specifications, Bidding and Contract docu-ments, excluding the cost of reproductions for the Design Profes-sional or Subcontractor's own use.

B. 2.1.5 Additional Reimbursables. The Design Professional and Owner may agree in an addendum or amendment to this Agree-ment to include certain other expenses not enumerated above as Reimbursable Expenses. These Reimbursables shall not be lim-ited by the Maximum Amount agreed to above. A separate Maximum Amount for these Reimbursables shall be established.

B .3.0 Additional Services

B. 3.1 Payment for Additional Services. The Owner will pay the Design Professional only for Additional Services agreed to in an addendum or amendment to this Agreement executed by the Owner and the Design Professional pursuant to A.2. Payment for all such Additional Services shall be in an amount and upon the terms set out in such amendment or addendum and agreed upon by the parties. Each such amendment or addendum shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis or other unit pricing method, for a maximum amount; each such amendment or addendum shall also provide for a method of payment, including, at a minimum, whether payment will be made in partial payments or in lump sum and whether it will be based upon percentage of completion or services billed for.

B. 4.0 Invoicing and Payments

B. 4.1 Invoices. All payments shall require a written invoice from the Design Professional. Invoices shall be made no more frequently than on a monthly basis. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the Agreement, name and address to which payment shall be made, the services completed and the dates of completion, and whether the invoice requests payment for Basic Services, Reimbursable or Additional Services. Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

B. 4.2 Time of Payment. Upon the Design Professional's proper submission of invoices for work performed or reimbursable expenses, the Owner shall review and, if the work is in conform-ance with the terms of the Agreement, make payment within thirty days of the Owner's receipt of the invoice.

Article C: Responsibilities

C. 1.0 Design Professional's Responsibilities

C. 1.1 Basic Services. The Design Professionals shall provide the Basic Service set out in Article A.1.0.

C. 1.2 Additional Services. When required under this Agreement or agreed to as set out in A.2.0, the Design Professional shall provide Additional Services on the Project.

C. 1.3 General Responsibilities. The Design Professional shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the Design Professional under this Agreement. The Owner's review, approval, acceptance of, or payment for Design Professional services shall not be construed as a waiver of any rights under this Agreement or of any cause of action for damages caused by Design Professional's negligent performance under this Agreement. Furthermore, this Agree-ment does not restrict or limit any rights or remedies otherwise afforded the Owner or Design Professional by law.

C. 1.4 Designing Within Funding Limitations. The Design Profes-sional shall perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed (1) $ _____ or (2) an amount to be provided by the Owner in writing to the Design Professional prior to the commencement of Design Professional services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by the Owner, but only with written notice to the De--sign Professional. If the increase results in a change to the scope of work, an amendment to this Agreement will be required. The Design Professional and the Owner may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this Agreement. Should bids for the Construction Con-tract(s) exceed the Maximum Construction Contract Cost, the Owner has the right to require the Design Professsional to perform redesigns,

rebids and other services necessary tocause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

C. 1.5 Compliance with Laws, Codes, Ordinances and Regulations. The Design Professional shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of the Owner. The Design Professional shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The Design Professional shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over the project. The Design professional shall make all changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situations. If subsequent to the date the Owner issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the Design Professional shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The Design Professional, however, is obligated to notify the Owner of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the Design Professional to be entitled to any additional compensation or reimbursement. Both the owner and design professional are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas) and compliance with the ADA requires adherence to the 2010 ADA standards (See https://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards_prt.pdf).

C. 1.6 Seal. Licensed Design Professionals shall affix their seals and signatures to drawings and specifications produced under this Agreement when required by law .

C. 1.7 Attendance at Conferences. The Design Professional or designated representative shall attend project conferences and meet-ings involving matters related to basic services covered under this contract. Attendance at community wide meetings shall be considered an additional service.

C. 2.0 Owner's Responsibilities

C. 2.1 Information. The Owner shall provide information regarding requirements for the project, including a program that shall set forth the Owner's objectives and schedule. The Owner shall also establish and update the Maximum Construction Cost. This shall include the Owner's giving notice of work to be performed by the Owner or others and not included in the Construction Contract for the Project. The Design Professional, however, shall be responsible to ascertain and know federal requirements and limitations placed on the Project.

C. 2.2 Notice of Defects. If the Owner observes or otherwise becomes aware of any fault or defect in the construction of the project or nonconformance with the Construction Contract, the Owner shall give prompt written notice of those faults, defects or nonconfor-mance to the Design Professional.

C.2.3 Contract Officer. The Owner shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of the Project. The Contract Officer shall examine documents submitted by the Design Professional and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the Design Professional's work.

C. 2.4 Duties to Furnish. The Owner shall provide the Design Professional the items listed below.

C. 2.4.1 Survey and Property Restrictions. The Owner shall furnish topographic, property line and utility information as and where required. The Owner may at its election require the Design Professional to furnish any of these items as an Additional Service.

C. 2.4.2 Existing Conditions. The Owner shall provide the Design Professional any available "built drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

C. 2.4.3 Waivers. The Owner shall provide the Design Professional information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

C. 2.4.4 Minimum Wage Rates. The Owner shall furnish the Design Professional the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

C. 2.4.5 Tests. When expressly agreed to in writing by both the Owner and the Design Professional, the Owner shall furnish the Design Professional all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for the Project.

C. 2.4.6 Contract Terms. The Owner or its legal counsel may provide the Design Professional text to be incorporated into Bidding and Construction Contract Documents.

Article D: Contract Administration

D. 1.0 Prohibition of Assignment. The Design Professional shall not assign, subcontract, or transfer any services, obligations, or interest in this Agreement without the prior written consent of the Owner. Such consent shall not unreasonably be withheld when such assignment is for financing the Design Professional's performance.

D. 1.1 Ownership of Documents. All drawings, specifications, studies and other materials prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not rep-resent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such re-use will be at the sole risk of the Owner without liability to the Design Professional.

D. 1.2 Substitutions.

A. The Design Professional shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of the Owner which shall not unreasonably be withheld.

B. The Design Professional's personnel identified below are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Design Professional shall notify the Owner reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the Design professional without the prior written consent of the Owner.

_____

_____

_____

_____

_____

D. 1.3 Suspension. The Owner may give written notice to the Design Professional to suspend work on the project or any part thereof. The Owner shall not be obligated to consider a claim for additional compensation if the Design Professional is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the Design Professional shall be entitled to an equitable adjustment in compensation.

D. 1.4 Subcontracts. The Design Professional will cause all applicable provisions of this Agreement to be inserted in all its subcontracts.

D. 1.5 Disputes. In the event of a dispute arising under this Agreement, the Design Professional shall notify the Owner promptly in writing and submit its claim in a timely manner. The Owner shall respond to the claim in writing in a timely manner. The Design Professional shall proceed with its work hereunder in compliance with the instructions of the Owner, but such compliance shall not be a waiver of the Design Professional's rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of the Owner and Design Professional by other dispute resolution methods.

D. 1.6 Termination. The Owner may terminate this Agreement for the Owner's convenience or for failure of the Design Professional to fulfill contract obligations. The Owner shall terminate by delivering to the Design Professional a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the Design Professional shall immediately discontinue all services affected and deliver to the Owner all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Owner, the Owner shall be liable only for payment for accepted services rendered before the effective date of termination.

D. 1.7 Insurance. The Design professional shall carry Commercial or Comprehensive General Liability Insurance, Professional Liability Insurance (for a period extending two years past the date of completion of construction), and other insurance as are re-quired by law, all in minimum amounts as set forth below. The Design Professional shall furnish the Owner certificates of insurance and they shall state that a thirty day notice of prior cancellation or change will be provided to the Owner. Additionally, the Owner shall be an additional insured on all Commercial or Comprehensive General liability policies.

Insurance	Limits or Amount

D. 1.8 Retention of Rights. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Design Professional shall be and remain liable to the Owner in accordance with the applicable law for all damages to the Owner caused by the Design professional 's negligent performance of any of the services furnished under this contract.

Article E: Additional Requirements

E. 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

E. 1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjust-ment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

E. 1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Profes-sional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

E. 1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

E. 1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905), the Design Professional shall provide such a certification to the Owner.

E. 1.5 Retention and Inspection of Records. Pursuant to 2 CFR 200, access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcrip-tions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

E. 1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

E. 1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or admin-istration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his or her immediate family,

(iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agree-ments. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for viola-tions of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibi-tions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontrac-tors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immedi-ately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. 1.8 Disputes. In part because of HUD regulations (2 CFR 200, this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

E. 1.9 Termination. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is for an amount of $10,000 or less, has requirements regarding termi-nation by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

E. 1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

E. 1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transac-tions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amend-ment, or modification of any federal contract, grant, loan, or cooperative agreement.

E. 1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particu-larly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collec-tive bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employ-ment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

E. 1.13 Reserved.

E. 1.14 Clean Air and Water. (Applicable to contracts in excess of $150,000). Because of 2 CFR 200) and Federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of $150,000.

E. 1.15 Energy Efficiency. Pursuant to Federal regulations (2 CFR 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

E. 1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

E. 1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 § CFR Part 1, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, disability, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government. Pursuant to 24 CFR § 1000.12, other civil rights statutes do apply to I ndian Housing Authorities such as, Section 504, the Indian Civil Rights Act, and the Age Discrimination Act. (29 USC 794; 25 USC 1301.1303; and 42 USC 6101-6107 respectively).

E. 1.18Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

Article F: Other Owner Requirements (if any)
(Continue on additional pages as necessary)

This Agreement is entered into as of the day and year first written above.

Owner	Design Professional
(Housing Authority)	(Firm)
(Signature)	(Signature)
(Print Name)	(Print Name)
(Print Title)	(Print Title)

Addendum (If any)
(Additional Services and other modifications)

This is an Addendum to a Standard Form of Agreement between Owner and Design Professional signed and dated the _____ day of _____ in the year (yyyy) of _____ between the Owner _____ and Design Professional _____ on Project _____ The parties to that Agreement agree to modify the Agreement by the above delineated Additional Services and modifications.

This Addendum is dated this _____ day of _____ in the year (yyyy) of _____

Owner	Design Professional
_____	_____
(Housing Authority)	(Firm)
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Print Title)	(Print Title)

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

SECTION 3 PROGRAM

Fosters local economic development, job opportunities, and self-sufficiency.

The City of Tucson's Housing and Community Development Department (HCD) is a direct recipient of HUD Public and Indian Housing funding and other housing and community development funding which have Section 3 requirements. **All contractors and vendors are required to comply with the Section 3 Program and New Rule regulations found at 24 CFR Part 75 as applicable**.

Nature of Program: Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, requires that when new jobs or contracts are created as a result of the usage of certain HUD funds (including Public and Indian Housing funds), priority consideration is given, to the greatest extent feasible, to low- and very low-income persons residing in the community in which the funds are spent, and to businesses that provide economic opportunities for these persons.

All direct recipients of HUD funds that are covered by Section 3 must document actions taken to comply with the regulatory requirements found at **24 CFR Part 75** (New Rule) and submit reports annually. Pursuant to the regulation, HUD not only reviews this information for compliance, but also conducts periodic compliance reviews of recipients and contractors. Additionally, HUD investigates complaints filed by Section 3 residents and business concerns alleging noncompliance. Agencies that are found to be in noncompliance may be subject to sanctions including debarment, suspension, or limited denial of participation in HUD programs.

Legal Authority: Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).

Housing & Community Development
Section 3 Project Coordinator:

Rebecca (Becky) Chavez - Office: 520-837-5307
Email: HCDSEC3MBEWBE@tucsonaz.gov

SECTION 3 CONTRACT CLAUSE

EFFECTIVE JULY 1, 2021

The Section 3 New Rule is located at 24 CFR Part 75

All Section 3 covered contracts and subcontracts shall include the following Section 3 Contract Clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 NEW DEFINITIONS & BENCHMARKS

EFFECTIVE JULY 1, 2021

OVERVIEW OF TITLE 24 CFR Part 75

- New definitions for Section 3 Workers AND Business Concerns
- Income Limits - no longer include total household income for individuals to qualify, therefore *many more* employees should qualify as Section 3 Workers
- New benchmarks for compliance tracking labor hours
- Prioritization in hiring depending upon funding source (PHA vs. PCD)

NEW DEFINITIONS

A **SECTION 3 WORKER** is any resident who currently meets, or when hired (since Dec. 1, 2020) met at least one of the following criteria:

1. The worker's *individual* income for the previous or annualized calendar year is **at or below $42,950** (Income Limit effective 6/15/2022).
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

A **TARGETED SECTION 3 WORKER for Public Housing Projects** is a Section 3 Worker who:

1. Is employed by a Section 3 Business concern, or
2. Who currently meets, or when hired (since Dec. 1, 2020) met at least one of the following:
   a. Lives in HUD Public Housing or HUD Section 8-Assisted Housing
   b. Lives in other Public Housing or Assisted Housing managed by the Public Housing Authority (PHA).
   c. Is a YouthBuild participant

A **TARGETED SECTION 3 WORKER for Planning and Community Development Projects** is a Section 3 Worker who:

1. Is employed by a Section 3 Business concern, or
2. Who currently meets, or when hired (since Dec. 1, 2020) met at least one of the following:
   a. Lives within the service area or the neighborhood of the project as defined in 24 CFR 75.5
   b. A YouthBuild participant

A **SECTION 3 BUSINESS CONCERN** is a business concern which meets one of the below criteria, documented within the last six-month period:

1. The business is at least 51% owned and controlled by low-income residents of Tucson (each owner earns no more than $42,950 annually).
2. Over 75% of the labor hours performed over the past three-month period were performed by Section 3 workers.
3. The business is at least 51% owned and controlled by current residents of HUD public housing or HUD-assisted housing (Section 8 housing).

To be certified as a Section 3 Business Concern under one of the three options, this is what must be provided:

Section 3 Business Category	Additional Required Data
1. It is at least 51 percent owned by low-income persons.	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Certification form for all low-income owners.
2. Over 75 percent of the labor hours performed for the business are performed by low-income persons.	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Certification for all low-income workers you list.*
3. It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Certification for all public housing and/or Section 8 owners

***If a business concern doesn't have a time and attendance system in place, then a good-faith estimate will be accepted.**

NEW BENCHMARKS

Contractors must report all labor hours worked, labor hours worked by Section 3 Workers, labor hours worked by Targeted Section 3 Workers, and new hires.

To be considered in compliance with Section 3:

- 25% or more of all labor hours worked must be performed by Section 3 Workers.
- 5% or more of all labor hours worked must be performed by Targeted Section 3 Workers (this is a subset of the 25% Section 3 Workers).

For example, if a project takes 1000 total labor hours to complete, then the benchmarks to be met are 250 labor hours (25%) are worked by Section 3 Workers, and 50 labor hours (5%) are worked by Targeted Section 3 Workers.

To calculate, divide the total labor hours worked by Sec 3 Workers by the total number of labor hours worked by all workers to see if the 25% benchmark has been met. To calculate for Targeted Section 3 Workers, divide the total of all labor hours worked by Targeted Workers by the total number of labor hours worked by all workers to see if the 5% benchmark has been met.

JOB OPPORTUNITIES

If the need to hire presents itself there is a HUD-required prioritization of effort, to the greatest extent feasible, to hire/subcontract according to 24 CFR 75.9 for PHA (Public Housing Authority) projects, and according to 24 CFR 75.19 for PCD (Planning & Community Development) projects. Please refer to these regulations for further detail.

DISCLAIMER: This document is a brief overview of the main changes regarding the new Section 3 regulations; it is NOT comprehensive. **Please review the complete regulations at 24 CFR Part 75**.

8. Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2025

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 have ADDITIONAL INSURED provisions or 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 Reseco Insurance Advisors, LLC 7901 N. 16th Street, Suite 100 Phoenix AZ 85020	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 602-753-4250 **FAX (A/C, No):** 602-419-2242 **E-MAIL ADDRESS:** certificates@resecoadvisors.com
INSURED 6887 Consultant Engineering, Inc. 10625 N. 25th Avenue, Suite 200 Phoenix AZ 85029	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Fire Insurance Co.of 20478 **INSURER B :** Continental Casualty Company 20443 **INSURER C :** Travelers Property Casualty Co of Amer 25674 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1250167938 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	7039767515	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	7034095236	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded	$ 1,000,000 $ $ $ $ 1,000/1,000
B C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	7039767529 EX-0X270301	7/1/2024 7/1/2024	7/1/2025 7/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7034095253 7034095267	7/1/2024 7/1/2024	7/1/2025 7/1/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Valuable Papers			7039767515	7/1/2024	7/1/2025	Each Occurance	250,000

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

Certificate holders and those parties, required by written contract, are included as Additional Insured with respects to the General Liability, Automobile Liability and Excess/Umbrella Liability on a primary and non-contributory basis, subject to all provisions and limitations of the policy. Waiver of Subrogation in favor of Certificate Holder and those parties required, by written contract, applies to the General Liability, Automobile Liability and Employers Liability/Workers Compensation, subject to all provisions and limitations of the policy.
The above referenced Excess/Umbrella Liability policy is follow-form and provides additional limits of insurance for General Liability, Automobile Liability and Employers Liability/Workers Compensation.
Cyber Liability Limit: $3,000,000 Per Occurrence/Per Aggregate
Cyber Carrier CRC Group Policy: H24NGP22791301
See Attached...

CERTIFICATE HOLDER

City of Tuscon
255 W Alameda, 6th Floor
Tucson AZ 85701

CANCELLATION

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2025

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 have ADDITIONAL INSURED provisions or 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
Stuckey Insurance
2850 E Camelback Rd
Suite 325
Phoenix AZ 85016

CONTACT NAME: Abi Law
PHONE (A/C, No, Ext): 602-264-5533 **FAX (A/C, No):**
E-MAIL ADDRESS: abigail.law@stuckeyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire	19682
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CONSENG-01
Consultant Engineering, Inc.
P O Box 37167
Phoenix AZ 85069-7167

COVERAGES **CERTIFICATE NUMBER:** 817472008 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**		N / A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			21 OH 0388959-24	7/1/2024	7/1/2025	Per Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability - Claims Made - Retro Date 11-4-91
Re: CITY OF TUCSON - ON-CALL CIVIL ENGINEERING SERVICES, PROJECT NUMBER: 0124033.00, RFQ No. 240161

CERTIFICATE HOLDER

City of Tucson
255 W. Alameda, 6th Floor
TUCSON AZ 85701

CANCELLATION

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
Mary Lodwick

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AGENCY CUSTOMER ID: 6887

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Reseco Insurance Advisors, LLC	Consultant Engineering, Inc. 10625 N. 25th Avenue, Suite 200 Phoenix AZ 85029
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Cyber Policy Term: 07/01/2024-07/01/2025
Management Liability including D&O, EPLI, Fiducuary Limit: $1,000,000
Carrier: Hanover 1636302
Policy Term: 7/1/2024 - 7/1/2025
Re: CITY OF TUCSON - ON-CALL CIVIL ENGINEERING SERVICES
PROJECT NUMBER: 0124033.00
City and the Regional Transportation Authority (RTA) are named as additional insured if required by written contract

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES**, **Coverage A** – **Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A** – **Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or

2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.

E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED:**

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and

b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

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c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury**, **property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

(1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

(2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss.**

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Roger Patterson, PE, BSCE

Resident Engineer/Assistant Resident Engineer
ACI, ATTI, ECC, CQM and ATSSA* Certified

SUMMARY:

Mr. Roger Patterson is an Arizona licensed professional engineer with over 40 years' experience in the construction industry. His vast experience includes transportation, civil and vertical building design and construction. Prior to joining CEI, he spent the majority of his career serving in various capacities with the Yuma County Department of Development Services, and Highway/Public Works Department.

Mr. Patterson's experience is diverse, having served as a Project Engineer, Project Designer, Project Manager, Project Administrator, and Construction/Resident Engineer on numerous projects. He has grant writing and administration experience having written grant applications for funding sources such as the Arizona Department of Transportation (ADOT) Transportation Enhancement Program, FHWA, and the Community Block Development Grant (CDBG) program. Many of the grant applications he wrote were accepted and funded. For projects that were funded, he administered the grant monies to ensure that the projects were developed in full compliance with all funding agency requirements.

His knowledge regarding various project standards and requirements is extensive. This is based on his design and management level involvement on projects funded by the Federal Highway Administration (FHWA), Federal Emergency Management Administration (FEMA), Army Corp of Engineers (ACOE), ADOT, Yuma County, City of Yuma, CDBG, and the Bureau of Indian Affairs (BIA), to name a few.

Mr. Patterson worked on the OCTA – Orange County Streetcar Project, as an Assistant Resident Engineer. Additional projects he has worked on over his career have included but are not limited to rural and urban roadways, intersection improvements, bridges and structures, water/sewer/storm sewer systems, drainage facilities, paving (various types), various vertical building types, and all amenities associated with the development of these project types.

SKILLS/EXPERTISE:

Design Engineering/Plan Reviews	Resident Engineering
Project Management & Administration	Project Supervision
Construction Contract Administration	FHWA Specifications/Standards
ADOT Specifications/Standards	LPA Specifications/Standards
Rural and Urban Roadways	Intersection Improvements
Guardrails	Earthwork/Grading/Drainage
Water, Sewer, Storm Sewer Systems	Asphalt Paving
PCCP Paving	Bridges and Structures
Materials Testing/Specification Compliance	City of Yuma; CDBG,
Community Block Development Grant (CDBG)	Bureau of Indian Affairs (BIA)
Army Corp of Engineers (ACOE)	Transportation Enhancement Grant

Grant Application Preparation and Administration
Federal Highway Administration (FHWA)
Federal Emergency Management Administration (FEMA)
Vertical/Building Projects (Health Care Facilities, Libraries, Jail/Correctional Facilities, Administrative Buildings)

TRAINING:

Arizona Department of Transportation

Force Account Doc. for Inspectors	Partnering Principles
Supplemental Agreements (SATS)	PEN

AZ511

EDUCATION: BSCE, Civil Engineering, Northern Arizona University, Flagstaff, AZ

REGISTRATION: Professional Engineer (PE), Civil, State of Arizona, No. 20942
Engineer-in-Training (EIT), State of Arizona, No. 2690

AFFILIATIONS: Arizona Association of County Engineers, President, Secretary and Arizona County Engineer
National Society of Professional Engineers, Western Chapter: President, Vice President, and State Chapter Vice President
Arizona Floodplain Management Association

AWARDS: FHWA's Excellence in Highway Design, 2004 Biennial Award, Category 5 Historic Preservation, for Yuma County's U.S. Highway 80 Ocean to Ocean Highway Rehabilitation Project. Mr. Patterson served as the Project and Resident Engineer on this federal aid Bridge Rehabilitation (BR) project.

CERTIFICATIONS: ACI Field Testing Technician (Exp. 10/26/2028)
ATTI Field Testing Technician (Exp. 09/30/2028)
ATSSA* Traffic Control Supervisor (TCS) (Exp. 01/18/2027)
ATSSA* Traffic Control Technician (TCT) Trained
Erosion Control Coordinator (ECC) (Exp. 02/02/2028)
Construction Quality Management (CQM), US Army Corps of Engineers, SPK-USACE-02-21-00352, (Expired)

PROJECT EXPERIENCE

ADOT—Nogales-Tucson Highway (I-19), Western Avenue TI OP, Santa Cruz County, Southcentral District

Role: Resident Engineer | Construction Costs: $3.4M | Tracs#: F070901C
Level: T2/S9 | Duration: 12/2025–Present

Promoted from an S9 to a T2, Mr. Patterson reviewed and approved inspector diaries, facilitated weekly meetings, responded and tracked RFI's, force account and change orders, managed pay estimates, trained inspectors, and provided project oversite for the bridge deck repair. The work consisted of removing existing deck surfaces by mechanical milling and applying two-inch polyester polymer concrete (PPC) overlay, milling and replacing with asphaltic concrete, replacing pavement markings, and guardrail.

ADOT—Casa Grande-Olberg Highway (SR 187), SR 387 to SR 87, Pinal County, Southcentral District

Role: Resident Engineer | Construction Costs: $9.8M | Tracs#: F064101C
Level: T2/S9 | Duration: 08/2025–Present

Promoted from an S9 to a T2, Mr. Patterson reviewed and approved inspector diaries, created the agenda and facilitated weekly progress meetings, responded and tracked RFI's, force account and change orders, managed pay estimates, trained inspectors, and provided project oversite. The work consisted of removing the existing asphaltic concrete surface course and replacing it with new asphaltic concrete and hot applied chip seal coat, right turn lane widening, shoulder widening, pipe and box culvert extension, traffic signal modifications, bridge deck repair, guardrail and guardrail end terminals replacement, pavement markings, and signing.

ADOT—Multiple Projects, Southcentral District

Role: Transportation Engineering Specialist (TES) | Duration: 06/2026–Present

Mr. Patterson oversaw multiple projects and was responsible for reviewing and approving inspector's daily diaries; facilitating weekly progress meetings; processing RFI's and change orders; overseeing traffic control per approved plans, and ensuring all work complies with project plans and specifications.

- Nogales-Tucson Highway (I-19), Port of Entry to I-10. Santa Cruz County and Pima County (Tracs#: F051401C) $4.6M, 12/2024–06/2026: The work consisted of the installation of closed-circuit television cameras, thermal cameras for wrong-way detection, fiber optic cable, dynamic message signs, butterfly sign structures, and fiber optic connectivity to existing traffic signals.
- I-10 and I-19, Princess Road to I-19 TI, Pima County, (Tracs#: F062501C) $1.9M, 08/2024–03/2025: The work consisted of replacing existing high-pressure sodium (HPS) luminaires with new Light Emitting Diode (LED) luminaires and decommissioning existing luminaires.
- Frank Reed Road, City of Nogales, Santa Cruz County (Tracs#: T024601C) $671,000, 06/2024–10/2024: The work included constructing asphaltic concrete multi-use pathway, concrete sidewalks, and retaining walls.
- I-10; Wymola to Ina Road, MP 219.20 to 248.13, Pima/Pinal County, (Tracs#: F043901C) $5M, 10/2023-04/2024: Work consisted of installing Conduit, fiber optic cable, pull boxes, connection to an existing DMS, CCTV, traffic signal cabinets, and the construction of a fiber node building.
- Tucson-West Ajo Highway (SR 86), Kinney Rd to I-19, Pima County (Tracs#: F040001C), $2.6M, 06/2023-11/2023: Work consisted of removing the existing asphaltic concrete surface course by milling and replacing it with a bonded wearing course overlay, spot repair, milling and replacement with asphaltic concrete, and replacing pavement markings.

ADOT—Tucson-Benson Highway (I-10), Ajo Way to MP 272, Pima County, Southcentral District
Role: Chief Inspector Cost: $21.6M Duration: 11/2021-Present
Level: S9 Tracs No.: F021201C
Mr. Patterson was responsible for office reviews, approvals for submittals, RFI's, and force account items on this 10-mile pavement rehabilitation bridge and roadway pair project. He provided inspections on ACFC removals from PCCP, milling and replacing AC pavement along the mainline and shoulders, constructing guardrail, concrete barrier, installing conduits, traffic signs, pavement marking, highway lighting, spalling and repair of bridge deck. Traffic control entailed night work with 1 ½ mile lane closures and co-coordination due to multiple oversized loads coming through Tucson. 14' lanes. He utilized the AZ511 system and scheduled day and nighttime wide loads (up to 20') that traveled through project areas, communicated daily updates and status reports on events with ERS coordination.

ADOT—Prescott Flagstaff Highway (SR 89A), Pumphouse Wash Bridge Rehabilitation (Tracs# H877801C) and Oak Creek Canyon Sediment Control (Tracs# H890701C), Prescott-Flagstaff Highway (SR 89A) (Tracs# F015401C), Coconino National Forest, Coconino County, Northcentral District
Role: Field Supervisor Level: S9 Duration: 02/2022-12/2022
As field supervisor on the below projects, Mr. Patterson was responsible for scheduling staff, reviewing change order, force account and pay estimate-resolving discrepancies and making adjustments on pay estimates with the contractor. He provided review of multiple submittals (over 70), ensuring they were complete and current before forwarding to the correct department, performed weekly meetings with inspection staff, contractors, resource agencies, public relations, forest service representatives and biology doctors, following up with minutes and distributing. He input and maintained the project's zone/detour on the ERS/AZ511 site and coordinated DMS with the Traffic Operations Center. Field items Mr. Patterson was responsible for providing back-up to the inspection staff, SWPPP/erosion control, barrier wall, concrete, rebar, bridge deck removals, lead abatement removals, bridge painting, and rockfall containment. Project locations required sensitivity trainings for the federally endangered garter snake and were monitored by NAU biology professors.

- The rehabilitation of the **Pumphouse Wash Bridge** included deck, guardrail, approach slabs, painting, pier encasement and scour mitigation, milling, repaving, restoring a culvert outlet, signing, striping, and seeding. (Tracs# H877801C) (Pumphouse and Oak Creek project costs were $5.8M combined.
- **The Oak Creek Canyon** (Tracs# H890701C) project included of drainage and sediment control improvements: reducing erosion to preserve deteriorating slopes/reducing downstream pollution by installing a concrete barrier, retaining, wall, catch basins, gabion mattresses, roadside drainage excavation and seeding
- The rockfall mitigation project on **Prescott-Flagstaff Highway (SR 89A) (**F015401C), ($3.4M) included mechanically scaling of rock cliff, rock bolting to stabilize, blasting-off overhanging areas, traffic control and pavement marking.

OCTA – Orange County Streetcar Project, Inspection and Engineering Services, Santa Ana and Garden Grove, CA

Role: Assistant Engineer/Inspector Construction Costs: $220M

Mr. Patterson was an Assistant Engineer/Inspector assisting the PG Wong Construction Management team for the construction of the $220M new streetcar project. He performed inspections and observations for traffic control, contaminated dirt (RCRA, Cal Haz, and contaminated Non Haz) removal and tracking, SWPPP, sewer line and storm drain systems and structures, sewer line in-situ lining, water line systems including water services, water line relocations, road and railroad earthwork, embedded track, embedded track continuity testing, and safety. This 4.1-mile project will carry passengers between the Santa Ana Regional Transportation Center and a transit stop at Harbor Boulevard in Garden Grove, running along Santa Ana Boulevard to the Fourth Street and Pacific Electric right of way. This route connects the streetcars to Orange County Transportation Authority's (OCTA) busiest bus route, as well as to Amtrak, Metrolink commuter rail, and Greyhound stations.

City of Yuma and Yuma County—Old Colorado River Bridge Rehabilitation Phase I and II, Ocean to Ocean Highway Bridge, Yuma, Arizona

Role: Project Engineer, PE/RE Construction Costs: $2.6M Delivery Method: D-B-B

Mr. Patterson served as the Project Engineer/RE for the construction of this $2.6M bridge rehabilitation project. He was responsible for securing project funding from the FHWA, City of Yuma and the BIA for the successful reopening of this bridge which had been closed due to structural concerns. Mr. Patterson prepared and submitted an application to ADOT for a Transportation Enhancement grant which was selected. He then served as the Project Engineer and oversaw the consultant to ensure all ADOT requirements, and ACOE permits were met. During construction, Mr. Patterson served as the RE and oversaw the project construction process. Funding for this project also included monies from Yuma County. Scope of Phase I involved restoration of this steel truss bridge that was originally constructed in 1906, to current design criteria for one lane of alternating traffic.

Yuma County—8th Street, Avenue B to Avenue C, Yuma, Arizona

Role: Project Engineer, RE Construction Costs: $3.2M Delivery Method: D-B-B

Mr. Patterson served as the Project Engineer/RE for Phase I of this project that involved intersection improvements, and Phase II that involved construction of a 5-lane urban roadway.

Yuma County—Old Highway 80, Liguerta to Mohawk Pass, Yuma, Arizona

Role: Project Engineer, RE, Design Engineer Construction Costs: $1M

Mr. Patterson served as the Project Engineer/RE/Design Engineer for this construction project that installed guardrails. This project included HES funding.

Yuma County—10th Street Reconstruction, 1st Avenue to Wellington Avenue, Yuma, Arizona

Role: Project Engineer, RE, Design Engineer Construction Costs: $1.4M

Mr. Patterson served as the Project Engineer, RE, Design Engineer for this $1.4M roadway reconstruction project, scope of work elements included water, sewer, storm sewer, and work at the Wellington Avenue basin.

Yuma County—Avenue 22E Bridge at Salinty Canal, Yuma, Arizona

Role: Project Engineer, RE, Design Engineer Construction Costs: $185,184

Mr. Patterson provided project administration and served as the RE for this bridge replacement project that was funded with FHWA Bridge Replacement (BR) funds through ADOT. He was responsible for assuring that the project was developed in accordance with ADOT and FHWA BR funding requirements. The overall scope of the project was to replace an aging and structurally deficient timber bridge with a precast voided slab girders bridge. The foundation involved water jetted precast concrete piles.

Yuma County—8th Street, Avenue 29E to 31E, Yuma, Arizona

Role: Project Engineer, RE, Design Engineer Construction Costs: $765,272

Mr. Patterson served as the Project Engineer/RE/Design Engineer for this roadway that was damaged by the 1993 Gila River Flood. Mr. Patterson was the Design, Project and Resident Engineer responsible for ensuring

work was completed in accordance with FEMA requirements. This $765K reconstructed 2 miles of gravel roadway using FEMA funding as well as state funding.

Yuma County—Avenue 4E Bridge at South Gila Canal, Yuma, Arizona
Role: Project Engineer, RE, Design Engineer Construction Costs: $142,185
Mr. Patterson provided project administration and served as the RE for this bridge replacement project that was funded with FHWA Bridge Replacement (BR) funds through ADOT. He was responsible for ensuring the project was developed in accordance with ADOT and FHWA BR funding requirements. The overall scope of the project was to replace an aging and structurally deficient timber bridge with a precast voided slab girders bridge. The foundation involved water jetted precast concrete piles.

Yuma County—Avenue 64E Bridge over the Gila River, Yuma, Arizona
Role: Project Engineer, RE, Design Engineer Construction Costs: $737,819.
Mr. Patterson served as the Project Engineer/RE and was responsible for securing the funding. He oversaw the design consultant to assure it was designed in accordance with ADOT, County, and federal aid (Emergency Relief) funding requirements. He then served as the Project Engineer administering the consultant to ensure all ADOT requirements, and Army of Corp of Engineers permit requirements were met. This $738K project involved bridge scour protection work and installation of Articulated Block Mats (ABM).

Yuma County—Ventura Road (2nd Street); Avenue 64E to Avenue 66E, Yuma, Arizona
Role: Design Engineer, PM, RE Construction Costs: $541,773
Mr. Patterson provided the design and overall project administration for this $542K, 2-mile roadway paving project that was funded by a CDBG Grant and required compliance with all federal aid requirements. Mr. Patterson served as the project design engineer, PM and RE.

Yuma County—Yuma Mesa Irrigation District Hazard Elimination Project, Yuma, Arizona
Role: Project Engineer, RE, Design Engineer Construction Costs: $1,929,823
As the Project Engineer/RE/Design Engineer, Mr. Patterson provided the design and overall project administration for this federal aid and County funded project. He submitted the original application to ADOT for HES funding to widen multiple narrow irrigation culverts that had a lengthy history of accident. Once the project was selected, Mr. Patterson served as the Project Engineer during which his responsibilities included the design and processing of the project through ADOT's local Government Section; he also served as the RE during project construction. This $1.9M hazard elimination project was completed in five phases as follows: Phase I involved installation of 11 culverts; Phase II involved installation of 13 culverts; Phase III involved installation of 11 culverts; Phase IV replaced three bridges on 12th Street at B Canal, on 15th Street at A Canal, and on 16th Street at A Canal; and Phase V involved bridge replacement at Avenue 5E and B Canal and at Avenue 7E and B Canal.

Yuma County—Avenue B Reconstruction, Phases I, and II, City 16th Street to City 1st Street, Yuma, Arizona
Role: Project Engineer, RE, Design Engineer Construction Costs: $4.35M
For this phased roadway improvement project, Mr. Patterson served as the Project Engineer/RE/Design Engineer. His responsibilities included design, project management, and guidance for the Right of Way Section regarding acquisition of additional right of way, and contract administration during construction. This $4.35M construction project was completed in three two phases. Phase I involved work from 16th Street to 8th Street that reconstructed a typical two-lane rural road to a 5-lane urban roadway, Phase II continued the roadway section for another mile, from 8th Street to 1st Street including a 5-lane urban roadway, and, Phase III involved 2 inches of roadway milling and replacement from 16th Street to 8th Street.

Yuma County—1st Street, Avenue 50E to 51E, Yuma, Arizona
Role: Project Engineer, RE, Design Engineer Construction Costs: $224,392
Mr. Patterson provided design and project administration for this $224K, 1-mile roadway paving project. Mr. Patterson served as the Design, Project and Resident Engineer to ensure all work was carried out in accordance with FEMA requirements. This section of roadway was damaged as a result of the 1993 Gila River Flood. The project involved State and FEMA funding.

Yuma County—Avenue 50E, 1st Street to 2nd Street, Yuma, Arizona
Role: Project Engineer, RE, Design Engineer — Construction Costs: $211,392
Mr. Patterson provided design and project administration for this $211K, 1-mile roadway paving project. Mr. Patterson served as the Design, Project and Resident Engineer to ensure all work was carried out in accordance with FEMA requirements. This section of roadway was damaged because of the 1993 Gila River Flood. The project involved State and FEMA funding.

Yuma County—Old US 80 Overlay, Avenue 21E to Avenue 28E, and Avenue 30½E to Avenue 40E, Yuma, Arizona
Role: Project Engineer, RE, Design Engineer — Construction Costs: $1,929,410
Mr. Patterson served as the Project Engineer/RE/Design Engineer for the construction of this $1.9M project that involved 17 miles of asphalt overlay with petro-mat; this roadway was damaged by the 1993 Gila River Flood. He was responsible for design and project administration, and served as the RE. He insured all work was completed in accordance with ADOT and ER requirements. The project involved local and Emergency Relief (ER) FHWA funding.

Yuma County—Avenue 64E Bridge at Gila River, Yuma, Arizona
Role: Project Engineer, RE, Design Engineer — Construction Costs: $2,200,900
Mr. Patterson served as the Project Engineer and RE for the construction of this $2.2M project that involved a new 660' extension to an existing bridge. Mr. Patterson was responsible for preparation of the Request for Price Proposals, and negotiation of the scope and contract with the selected contractor. He also served as the RE during project construction. The bridge extension was constructed during the peak of the 1993 Gila River Flood and was built to reestablish access to an isolated community. FHWA provided Emergency Relief funding for this project, and approved utilization of the design-build method of project delivery.

Yuma County— Bridge Replacement Projects, Yuma Arizona
Role: Project Engineer, RE — Delivery Method: D-B-B
Mr. Patterson provided project administration and served as the RE for this bridge replacement project that was funded with FHWA Bridge Replacement (BR) funds through ADOT. He was responsible for assuring that the project was developed in accordance with ADOT and FHWA BR funding requirements. The overall scope of the project was to replace an aging and structurally deficient timber bridge with a precast voided slab girders bridge. The foundation involved water jetted precast concrete piles.

- Avenue 55E Bridge at Texas Hill Drainage - Construction Costs: $140K
- Avenue 25E Bridge at Mohawk Canal - Construction Costs: $175K
- Avenue 25E Bridge at Wellton Canal - Construction Costs: $120K
- Avenue 5E Bridge at South Gila Canal - Construction Costs: $150K
- Avenue 37E Bridge at Wellton-Mohawk Canal - Construction Costs: $130K
- Avenue 36E Bridge at Wellton-Mohawk Canal - Construction Costs: $140K

Yuma County— Bridge Replacement Projects, Yuma, Arizona
Role: Project Engineer, RE, Design Engineer
Mr. Patterson provided project administration and served as the RE for this bridge replacement construction project. He was responsible for ensuring that the project was developed in accordance with ADOT and FHWA BR funding requirements. The overall scope of the project was to replace the existing concrete bridge with a precast voided slab girder bridge. Bridge foundation involved driven steel piles.

- Avenue C Bridge at West Main Canal - Construction Costs: $440K
- Avenue 29E Bridge at Mohawk Canal - Construction Costs: $210K
- Avenue 40E Bridge at Mohawk Canal - Construction Costs: $160K
- 1st Street Bridge at Texas Hill - Construction Costs: $160K
- Avenue 28E Bridge at Salinity Canal - Construction Costs: $130K

EMPLOYMENT HISTORY

11/2018–Present | Resident Engineer/Project Manager | Consultant Engineering, Inc.

Mr. Patterson has over 35 years of experience in the civil engineering industry. His extensive experience includes the planning, project management/administration, design, and construction oversight of a wide variety of project types including rural and urban roadways, drainage systems, vertical buildings, and power plants. He is responsible charge of ADOT and federal aid funded projects and has excellent knowledge of the standards and requirements that govern these projects during design and construction.

01/1993–11/2018 | County Engineer/Flood Control District Manager | Yuma County Department of Development Services

As a former County Engineer, Mr. Patterson worked on many local public agency (LPA) projects and is very knowledgeable about LPA project standards and requirements. He planned, directed, reviewed and administered all functions, activities, policies, procedures, objectives, and personnel of the Engineering/Flood Control Divisions; directed the planning, design, budgeting, and construction of county road and drainage projects, including master planning of all infrastructure, and administered the County's Capital Improvement Program (CIP). The CIP included all road, bridge and drainage projects, and vertical projects (Health, Library, Jail and Admin buildings); developed and administered Intergovernmental Agreements; and oversaw the completion of $158M of roadway/drainage improvements during his term as County Engineer/Flood Control District Manager.

06/1992–01/1993 | Civil Engineer III | Yuma County, Department of Development Services

As the Project/Design engineer responsible for the design of miscellaneous roadway projects (including the reconstruction of Avenue B, between 1st Street to 16th Street), Mr. Patterson obtained funding and completed the design and construction (ADOT certified) of a federal aid hazard elimination safety (HES) project that reconstructed over 40 irrigation culverts and five bridges and reviewed and approved development improvement plans for roadways to be accepted into the County maintenance system.

04/1990–06/1992 | Road/Project Design Engineer | Yuma County, Highway Department/ Public Works Department

Mr. Patterson organized and directed the Public Works Department engineering section, Improvements Districts, sanitary landfill division, and roadway maintenance program. He assisted in the preparation of the Public Work's annual budget, developed and implemented the County's Capital Improvement Program, and equipment replacement/maintenance operation, performed construction administration on the County's local government federal aid projects and served as the Resident Engineer for 30+ bridge replacement projects (BR), including federal-aid and local funded roadway.

01/1983–04/1990 | Road/Project Design Engineer | Yuma County, Highway Department/ Public Works Department

Mr. Patterson served as Project Engineer for federal aid and County funded projects; provided civil design and preparation of the necessary plans, reports, cost estimate and construction support activities for the completion of assigned projects; performed construction administration on the County's local government projects; was ADOT certified to perform this work; served as the Resident Engineer for various bridge replacement and roadway projects; and reviewed subdivision improvement plans and drainage reports, perform the bi-annual bridge inspection, and construction administration.

01/1982–12/1982 | Construction Engineer | Bechtel Power Corporation, Palo Verde Nuclear Generating Station

Mr. Patterson was a Construction Engineer during construction of the Arizona Nuclear Power Plant Project, Palo Verde Nuclear Generating Facility, Unit 1. He inspected and approved conduit supports for structural adequacy and determined that they were constructed to applicable specifications and details as well as resolved installation conflicts by evaluating and either approving existing support system or designing an alternate solution.

REFERENCES

1) Brent Allman, Resident Engineer, Construction A, ADOT Northcentral District; Cell # 928.255.8189

2) Nate Reisner, Assistant Coconino County Engineer, Former Sr. Resident Engineer, Construction A & C, ADOT Northcentral District; Cell # 928.814.2495

3) Francisco Sanchez, County Engineer, Yuma County Department of Engineering; Cell # 928.941.0662

Pete Vega

Senior Inspector

ATTI, and ATSSA* Certified; ACI Pending

SUMMARY:

Mr. Vega is a Senior Civil Inspector with 18 years of experience in roadway and commercial landscaping construction projects. His skills encompass reviewing design plans for upcoming projects while identifying potential problem areas, conducting visual inspections; maintaining daily progress and quantity reports; preparation and negotiating supplemental agreements, force accounts, change orders, and contractor claims; and fiscal variance logs including the processing and submission of pay estimates. As a Supervisor, Mr. Vega is an experienced mentor, coach, and trainer. He reviews daily diaries, assigns and schedules duties, and performs employee interviews.

Mr. Vega has provided lead inspection, materials sampling and testing on multiple roadway and intersection improvement projects in the Tucson area. His inspection experience includes underground utilities, earthwork operations, soil cement, AB, paving operations, signing, striping, and RPMs. Structures experience includes sidewalk, curb, gutters and valley gutters and ramps per ADA compliance, walls, catch basins, scuppers, headwalls, wingwalls, and storm drains. He has vast experience in erosion control, maintaining SWPPP logs and project drainage items (pipe, storm drains, down drains, inlets/outlets, sewer, and emergency repairs), as well as electrical components for traffic intersections, pedestrian crossings, and roadway lighting. Mr. Vega is skilled in traffic control-reviewing plans, monitoring, tracking quantities, detours and road closures.

He has worked on multiple inspection assignments covering civil landscape items for the City of Tucson and ensures all landscaping is in compliance with government proper specifications. Mr. Vega's experience encompasses the inspection of irrigation and water distribution systems, control values, pressure regulating devices, backflow, RC valves, irrigation supply lines, tubing, splitters, irrigation emitters and sprinklers, irrigation system controllers, and timers. His knowledge includes the installation and maintenance of control boxes, remote control valves, and maintaining controllers for climate control changes main distribution irrigation. He maintains plant lists, approval of tree and plant locations prior to planting, plant relocation, installation of trees, shrubs, seeding and vegetation per specifications, and installation of rock in medians and islands. He is familiar with protected native, certified protected species, as well as the list of Preservation-in-Place (PIP) species. Mr. Vega has completed the U of A's Agriculture Smartscape Series and Pesticides and Calibration trainings.

SKILLS/EXPERTISE:

Daily Documentation Preparation and Review
Supervision: Mentoring, Coaching and Training, Daily Diary Review, Assigning and Scheduling Duties, Employee Interviews, Prepare and Negotiate Supplemental Agreements, Estimates, Update and Communicate with Project Designers, Red-Lines and As-Builts, Force Account Preparation and Payment, Change Order Preparation and Review, Contractor Claims, Certified Payroll, Review Subcontracts, Create Sub-Items, Project Close-Outs
Earthwork: Excavation, Embankment, Slope Calculations, Clearing and Grubbing, Removals, Structural Backfill, Geotextile Fabric, Base Course and Surface Course, Rockfall Containment, Acreage Calculations
Base and Surface Course: String-Line, Survey Verification, Aggregate, Geo-Composite Drain, Lime-Treated, Repairs, Cement Treated Subgrades

Milling and Paving Asphalt Concrete (AC): AC, ACFC, AR-ACFC (406, 409, 413, 415); Rolling Patterns, Mix Design Review,
Surface Coats: PCCP, Fog, Tack, Prime, Chip Seal, Micro Seal, Slurry Seal
Portland Cement Concrete Paving (PCCP): Slip Form Methods, Survey, Core Layouts, Saw Cutting, Joint Layouts, Curing Applications, Pavement Grinding and Grooving, Soil Cement, Form Inspections, Slab Repair, Joint and Crack Repairs, Pavement Grooving and Grinding
Materials Sampling, Certification and Testing: Earthwork, Concrete, Aggregate, Rebar, Slump Cone, Cylinders
Drainage: Storm Drains, RCP, CIP, HDPP, CMP, DIP, Polyethylene Pipe, Valves, Manholes, Catch Basins, Scuppers, Embankment Down-drains, Inlets and Outlets, Spillways, Residential and Municipal Sanitary Sewer Lines, Fire Hydrants, Service Taps, Emergency Repair
Erosion Control: SWPPP Inspections, Maintenance of SWPPP Book, Rip Rap, Rock Mulch, Rock Slope Scaling, Gabions, Rail Bank Protection
Structures: Box Culverts (Single/Multi-Barrel), Drilled Shafts (Dry), Abutments, Footings, Structural Excavation and Backfill, Barrier Wall, Falsework, Catch Basins, Headwalls, Wing Walls, Curb and Gutter, ADA Ramps, Sidewalks, Survey Layout, Valley Gutters, Shotcrete
Walls: Masonry, Sound, Barrier, Retaining, CIP, Soil Nail
Pavement Marking: Thermoplastic, Temporary and Permanent, RPMs, Obliteration, Symbols
Fencing: Chain Link, Barbed Wire, ROW, Guardrail (New, End Treatments) Handrail, Cattleguard, Safety, Cyclone
Signage: Foundations, Breakaway and Perforated Posts, Sign Panels, U-Channel, Overhead, Drilled Shafts
Electrical: Temporary and Permanent Traffic Signals, Conductors, Jack and Bore, Conduit, Pull Box, Control Cabinet and Pole Foundations, Junction Boxes, Mast Arms, Signal Heads, Loop Detectors, CCTV Cameras, Splicing, City, Street, Fiber Optics, Pedestrian HAWK System
Landscaping: Grading, Mulch, Topsoil, Trenching, Waterline Systems, Irrigation, Backflow Preventers, RC Valves, Grading, Decomposed Granite, Nursery Stock, Transplanting, Landscape Establishment, Hydro Seeding, Class I, II and III Seeding, Reporting to RLA
Materials Coordination: Tracking Samples and Testing, Coordinating with Area and Regional Labs, Report Writing, Maintain Project Certification Log
Traffic Control: Plan and Shop Drawing Review, Monitor, Pay Items, Set-Up, Take-Down, Road Closures, Detour, Law Enforcement/Flagger Hours, MUTCD
Bilingual: Spanish/English

CERTIFICATIONS:

ACI Field Testing Technician (Pending 10/17/2026)
ATTI Field Testing Technician (Exp. 06/04/2027)
ATSSA* Traffic Control Supervisor (TCS) (Exp. 7/29/2029)
ATSSA* Traffic Control Technician (TCT)
UP-PAT (Union Pacific Property Access Training), Expired
OSHA-10, 02/08/2024
Erosion Control Coordinator (ECC), Expired
Pesticides and Calibrations/Safety and Tools, AAA Landscape, 02/21/2009
SmartsScape Series, Agriculture & Life Sciences, U of A, 02/07/2017

MEMBERSHIP:

Landscape Professional, Arizona Landscape Contractors Assoc. (ALCA)

PROJECT EXPERIENCE

Via Entrada Townhomes-Waterline Replacement/Maintenance
Role: Waterline Permit Inspector Duration: 07/2025-08/2025
Mr. Vega was responsible for the removal and exchange of old waterlines to copper waterlines for each residence. Included were the addition of corporation stops, new shut-off valves at meters, compaction/density testing, verification of subgrade, AB course and AC patchwork to 40+ private residences.

ADOT-SR 90 Sierra Vista Circle K Permit, Cochise County, Southeast District
Role: Permit Inspector Project #: PO0628880 Duration: 07/2024
Mr. Vega provided 3rd Party Quality Assurance as an ADOT permits inspector on this roadway widening/turn-lane addition to the entrance of this new build. Work included saw cutting, removals, grade preparation, compaction, ABC and AC placement, concrete curb, scuppers, gutter, sidewalk and driveway, signing, thermoplastic striping, light pole relocations and the installation of traffic signals.

ADOT—Procurement, Airport Pavement Management System (APMS), Tombstone Municipal Airport/E4S1K, Apron Expansion/Drainage Improvements, AZ
Role: Inspector Tech Level: S7 Duration: 05/2024-07/2024
Contract No.: ADOT14-00003425
Mr. Vega was approved for airport security and on-air side. He ensured all FAA Regulations, Orders and Advisory Circulars (AC), and ensured ADOT's Multimodal Planning Division Aeronautic Group (Aeronautics) was run parallel to the FAA's Airport Improvement Plan (AIP), as well as meeting City Plans, Standard Specifications and Technical Provision requirements for each of these projects. His responsibilities included inspecting the installation of 24" RCP storm drains, rip rap, grading, thickened edging, 4" AB over native, compaction/density testing, final striping (skips and solids), and numbering.

- Bisbee Douglas Airport-Runway Striping
- Tombstone-Apron Expansions with Grading Improvements

City of Tucson—Downtown Links Phase III, 6th Street Underpass to Broadway Boulevard, Tucson, AZ
Role: Landscape/Struct. Inspector Construction Costs: $70M Delivery Method: CMAR
Duration: 06/2022-02/2024
Mr. Vega provided landscape and structural inspection on this 1.5-mile multi-modal roadway project. Landscaping responsibilities included overseeing all newly installed landscaping: PVC pipe, backflow preventers (and testing), pressure regulators, pump stations (passive water harvesting), oversee testing cycles ensuring properly functioning irrigation controllers were watering plants properly, and signing off on certifications for native desert plants. This project required temporarily moving fully operating railroad tracks (shoofly tracks) in order to install columns for new underpass structures. Mr. Vega was responsible for excavations, drilling, soldier piles, rakers, whalers, lags, rebar, backfill and densities. He assisted with the Arroyo box culvert (rebar, form setting and foundation pours). Structures inspection responsibilities included drill shafts (48), retaining walls, rebar, 100' cages, setting forms, and supervising concrete testing (temperature and slump). He determined the depth of drilling, oversaw soils and logged cross hole sonic logging (gamma gamma), cast concrete cylinders for breaks. Underpass areas for drilled shafts were very tight and fit one drilling machine and one crane. Type 1 and Type 6A retaining wall inspection responsibilities included rebar installations, form setting, structural and native backfill with densities performed on each one-foot lift. This project linked the Barraza-Aviation Parkway/Broadway Boulevard intersection and I-10, adjacent to the UPRR. Project construction included four lanes with medians and turn lanes, on-street bike lanes, sidewalks, a separate multi-use path, drainage improvements, landscaping and art.

City of Tucson—Roadway and Traffic Intersection Improvements, Multiple Locations, Tucson, Arizona
Role: Senior Inspector Project: 015-491-101-S102-00W1W5 Duration: 01/2022–06/2022
Mr. Vega supervised multiple roadway projects with the city ensuring contractors met specifications and guidelines and daily documentation for the City Tucson. His roadway and traffic intersection project inspections responsibilities included underground utilities, AB, cement treated soil, catch basins, scuppers, sewer

manholes, water, sidewalk, curb, gutter and yellow warning truncated dome ADA sidewalk pads installation. He monitored the implementation and placement of bollard posts and barriers for pedestrians, new and replaced traffic signals, roadway lighting and pedestrian pole installations. He guided the placement of sewer manhole installations using T locking liner, and the installation and layout for new bike lanes via Zicla Zebra (a new method for bike lanes-first time used in Tucson). He oversaw traffic control operations (set up, take down, road closures, monitor, pay per elements, local law enforcement). Projects included:

- Oracle Road
- Grenada and Main Street
- 6th Avenue

City of Tucson—Broadway Boulevard: Euclid Ave to Country Club, Tucson, Arizona
Role: Senior Inspector Duration: 01/2021–06/2022 Project: SR3A-125-SR3AR1-ZZZR
Mr. Vega monitored construction operations daily, reported results in scheduled meetings, and worked with the project engineer. He acted as the supervisor and materials coordinator by reviewing/approving project plans, submittals, traffic control plans, and completed force account and implemented change order information. He inspected placement of concrete, soil, aggregate and AC; monitored the construction of drainage basins, sidewalk, vertical curb, gutter and driveways; oversaw the installation of guardrail, thermoplastic pavement markings, new traffic signals and roadway lighting; monitored boring and trenching for electrical and sewer line installations; and traffic control (set-up, take-down, detours, signage, VMS, arrow boards and hours). Landscape inspections included waterline systems, irrigation, trenching, wiring, backflow preventers, RC valves, grading, finish project – decomposed granite, planting process, plant material, reporting to RLA, and plant inspections once on site. Mr. Vega performed inspections in compliance with city, ADA, Federal, and AASHTO guidelines, and documented project findings daily and delivered results to all necessary personnel.

City of Tucson—Houghton Road UPRR to I-10, Tucson, Arizona
Role: Senior Inspector Duration: 06/2018–01/2021 Project: 015-491-101-S102-00W1W5
Mr. Vega recorded testing and daily diary reports, coordinated with the designer and contractor, reported and documented for the city and observed all phases of site development (utility relocation, grading and AC paving). He ensured erosion control compliance and reported results from inspections and made directed changes when necessary. He inspected and tested subgrade and concrete for the installation of box culverts, RCP (drainage in other areas), CMP (drainage for areas of erosion), curb, gutter, sidewalk and ramps per ADA guidelines, ground rod placement in pull boxes, fiber optics, conduit boxes, and pull box assembly.

City of Tucson—Roadway Rehabilitations, Multiple Projects, Tucson, Arizona
Role: Landscape Inspector Duration: 05/2016–06/2018
Mr. Vega ensured the quality of material used, standards of workmanship, and work progress were in accordance with plans and landscape specifications. He made final inspections of completed projects and recommended acceptance or corrective actions; reviewed general descriptions of work to be accomplished by contractors; and prepared cost estimates with specified materials and equipment to be used. Mr. Vega made independent field interpretations of project drawings and specifications as requested or required and coordinated landscape project construction with department personnel, consultants, and contractors, and resolved field problems. He prepared narrative reports, graphs, charts, and photos showing project status and progress; conducted research of landscaping problems to support the need for new projects; organized and participated in field survey activities by compiling data required for landscape architecture projects including directing survey crew personnel; and reviewed site plans and working drawings of landscape, irrigation, and construction projects, and analyzed data on site conditions. Mr. Vega performed concrete, asphalt, and soil inspections for conformance with city, state, and federal guidelines. He monitored barrier, sidewalks and ramps for ADA compliance, retaining walls, elevations and grading corrections. Landscape inspections included waterline systems, irrigation, trenching, wiring, backflow preventers, RC valves, grading, finish project – decomposed granite, planting process, plant material, reporting to RLA, and plant inspections once on site.

- 5 Points-Federally funded (schedule independent inspections, interview employees-performed)
- EL Paso Avenue
- Greenway Road

City of Tucson—Houghton Road, Broadway Road to 22nd Street (*National Transportation Award Winning*), Tucson, Arizona
Role: Landscape Inspector Duration: 05/2016–06/2018 Project: 125-491-SRIF-494-SR1FR1
Mr. Vega monitored daily contractor work and performed inspections on concrete, asphalt, and soils. He collected samples to deliver to the city lab. Landscape inspections included waterline systems, irrigation, trenching, wiring, backflow preventers, RC valves, grading, finish project – decomposed granite, planting process, plant material, reporting to RLA, and plant inspections once on site. This project finished on time and under budget, winning the National Transportation award.

City of Tucson—Roadway Rehabilitations, Multiple Projects, Tucson, Arizona
Role: Landscape Inspector Duration: 05/2007–06/2017
Mr. Vega adhered to all city, state, and federal guidelines when he performed inspections for concrete, asphalt, and soils. He reviewed site plans, communicated to all personnel, and ensured contractors were following city specifications and plan guidelines. Mr. Vega supervised the removal, relocation, upkeep, and replacement of all vegetation affected by the construction project. He prepared narrative reports, graphs, charts, and photos to show the status and progress of present projects. He conducted research into landscaping problems to support the need for new projects. Additionally, he performed daily note taking, logging test results, inspection quantities, and communication chain for all events on project. He reported findings and results at weekly meetings.

- North Oracle Road: West Grant Road to Wes Miracle Mile
- North Silverbell Road
- Pima Road: North Alvernon Way to North Columbus Boulevard
- Tanque Verde Road: North Kolb Road to Udall Park
- Stone Avenue

City of Tucson-Houghton Road Corridor, Broadway Boulevard to 22nd Street, #125-491-SR1F-494-SR1Fr1
Role: Inspector Project: #125-491-SR1F-494-SR1Fr1
Mr. Vega was responsible for inspecting all landscaping and concrete flat work (vertical curb, sidewalk, ramps), AC, striping, and assisted with underground water piping (6” – 16” PVC), ductile iron pipe, all valves and valve sections. He ensured guidelines, policies and procedures were met. This project widened Houghton Road with four to six curbed lanes from Tanque Verde Road to Interstate 10, medians, new and upgraded traffic signals, drainage improvements, bus pull-outs, rubberized asphalt, landscaping and roadway lighting.

ADOT—Park Avenue Enhancement: Fort Lowell Road to Speedway, Tucson, Arizona
Role: Lead Inspector Project: FHWA STP TUC-0(219)D
As Lead inspector, Mr. Vega was responsible for AB, rubberized asphalt (Type I and II) paving, and the installation of ramps and landscaping. He communicated with contractors; inspected fog coat, seal coat, crack seal, surface seal, mill & overlay, roadway reconstruction, as well as utility adjustments (manholes, sewer, water, storm drain, vaults, gas and water valves, and survey monuments) and temporary striping.

EMPLOYMENT HISTORY

06/2022–Present	Senior Inspector	Consultant Engineering, Inc.
2008-2022	Inspector II, III, and Landscape	DEIH LLC, Tucson, AZ
2002–2008	Owner	Pete’s Mobile Car Wash & Detail, Douglas, Arizona

Mr. Vega was the owner of a mobile service that had two different cities with over forty accounts. He supervised 8 personnel employees; provided training; and performed personnel evaluation, including hiring, performance evaluations.

2000–2002	House Inspector	Construcción Gonzales, Hermosillo, México

Mr. Vega inspected and evaluated homes for safety concerns. He graded equipment and home systems including roof, ventilation, electrical, plumbing, and insulation; evaluated exterior and interior of the home;

ensured rules and regulations were followed; submitted requisitions with contractors as required; and prepared reports, record keeping.

1997–2000 Supervisor/Foreman Bedrock Concrete, Sierra Vista, Arizona
Mr. Vega provided training and instructions to personnel to ensure an acceptable work performance level; he was responsible for a staff of 10. He supervised and/or assisted in personnel action including, but not limited to hiring, performance evaluation and scheduling time off. He worked as a concrete finisher as well as concrete journeyman and laborer.

1985–1997 Supervisor/Foreman Jim Jacks Construction, Douglas, Arizona
Mr. Vega planned, scheduled, and assigned work to ensure proper distribution of work, adequate staffing and space for efficient performance of duties. He supervised and oversaw crews of six personnel and their equipment. He worked as a concrete finisher, general construction journeyman, and general construction laborer.

AGENDA ITEM NUMBER 14

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒Regular ☐Special

DATE ACTION SUBMITTED: September 9, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and Possible Approval of a revision to the acquisition of a 2026 Chevrolet Silverado 4-wheel drive 2500HD Utility Truck through a five-year municipal lease purchase agreement with GM Financial, with annual payments of $17,341.81.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve the revision of an acquisition of a 2026 Chevrolet Silverado 4-wheel drive 2500HD Utility Truck through a five-year municipal lease purchase agreement with GM Financial, with annual payments of $17,341.81.

DISCUSSION: The Streets Department is requesting approval to acquire a new 2026 Chevrolet Silverado 2500HD Utility Truck through a municipal lease purchase agreement with GM Financial. The proposed vehicle includes a utility bed, ladder rack, and additional lighting and will be used to support daily Public Works operations. This revision is necessary because an incorrect quote was presented at the previous City Council meeting. The Streets Division requires a four-wheel-drive truck to effectively respond to snow events, assist residents, and maintain access on roadways during severe weather conditions. In addition to winter storms, four-wheel drive is essential during other adverse weather events when two-wheel-drive vehicles lack the traction and capability needed to safely navigate the steep grades and challenging terrain throughout Old Bisbee. This vehicle will improve the department's ability to provide timely, reliable, and safe service during emergency and routine operations.

GM Financial has proposed a five-year municipal lease purchase agreement at an interest rate of 7.851%, with 5 annual payments of $17,341.81.

FISCAL IMPACT: $17,341.81/annually

DEPARTMENT LINE-ITEM ACCOUNT: 21-40-99085

BALANCE IN LINE ITEM IF APPROVED: $27,312.69

Prepared by: Matthew Gurney,
Public Works Director

Reviewed by: Ashlee Coronado
Ashlee Coronado,
City Manager

GM FINANCIAL

Proposal for Municipal Lease Purchase

To: CITY OF BISBEE
118 ARIZONA ST
BISBEE AZ 85603

From: GM Financial
Commercial Vehicle Lending
220 E. Las Colinas Blvd., Suite 800
Irving, TX 75039

Date: 07/21/2026

GM Financial is pleased to respond to your application for tax-exempt lease purchase financing. Our proposed terms and conditions are as follows:

Lessor: AmeriCredit Financial Services, Inc.

Lessee: CITY OF BISBEE

Assignee: De Lage Landen Public Finance LLC

PRICING AND TERMS

Amount Financed: $74,970.87 Fees: N/A Proposed Funding Date: _____ Interest Rate: 7.851 %

Valid until: 08/21/2026 Asset Description: 2026 Chevrolet Silverado 2500HD (CK20903)

Lease Term 5 Years Payment: $ 17,341.81

Payment remittance (choose one):

Annual/Advance ☒ Semiannual/Advance ☐ Quarterly/Advance ☐ Monthly/Advance ☐
Quarterly/Arrears ☐ Monthly/Arrears ☐

ADDITIONAL TERMS AND CONDITIONS

Security: First priority security interest in the leased vehicle(s).

Closing Costs: Lessee shall be responsible for all costs and expenses incurred in connection with the proposed transaction, including, but not limited to, those incurred with respect to all (i) issuing costs, (ii) bond and/or legal counsel, and (iii) escrow accounts.

Documentation and Insurance: As required, and in form and content approved, by Lessee in its sole discretion.

This proposal is subject to final credit approval and execution of final documentation.

Please feel free to contact me at [TERRY.DOTSON@GMFINANCIAL.COM] or [(214) 210-4738] with any questions or for further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,

Terry Dotson

Senior Inside Sales Account Manager

AGENDA ITEM NUMBER 15

REQUEST FOR MAYOR & COUNCIL ACTION

Session of: September 15, 2026

☒ Regular ☐ Special

DATE ACTION SUBMITTED: September 8, 2026

REGULAR ☒ **CONSENT** ☐

TYPE OF ACTION:
RESOLUTION ☐ **ORDINANCE** ☐ **FORMAL ACTION** ☒ **OTHER** ☐

SUBJECT: Discussion and Possible Approval of Authorization of Services No. 1 for Airport Airfield Electrical Improvement.

FROM: Matthew Gurney, Public Works Director

RECOMMENDATION: Approval

PROPOSED MOTION: I move to approve the Authorization of Services No. 1 for Airport Airfield Electrical Improvements in the amount of $306,303.00.

DISCUSSION:

The Bisbee Municipal Airport airfield electrical infrastructure has reached the end of its useful service life and requires replacement to maintain safe and reliable airport operations. The project includes replacement and modernization of runway edge lighting, threshold lighting, REILs, PAPIs, the primary wind cone, airport beacon, constant current regulators, airfield electrical cabling, and associated control systems. Authorization of Services No. 1 engages Dibble and Associates Consulting Engineers, Inc. to provide engineering design, bidding assistance, construction administration, grant coordination, and project closeout services. CR Engineers, Inc. will serve as the electrical subconsultant. Total fee: $306,303.00.

FISCAL IMPACT: $306,303.00

DEPARTMENT LINE-ITEM ACCOUNT: 18-40-22519

BALANCE IN LINE ITEM IF APPROVED: $1,145,197.00

Prepared by: Matthew Gurney, Public Works Director

Reviewed by: Ashlee Coronado, City Manager

AIRPORT CONSULTING SERVICES

AUTHORIZATION OF SERVICES NO. 1

Airfield Electrical Improvements
Design, Bid and Construction Administration Services
Task Order No. 1

Whereas the City Bisbee (City/Sponsor) and Dibble and Associates Consulting Engineers, Inc. (Dibble/Consultant) have entered into an Airport Consulting Services Agreement (Agreement) dated May 5, 2026, and is effective for up to three (3) years from said date, both the Sponsor and Consultant wish to enter into a specific Authorization of Services as titled above and detailed by the attached Fee Proposal.

This Authorization of Services, under the articles, terms and conditions of the Agreement, is entered into and effective as of this _____ day September, 2026 by and between:

FOR THE Consultant

Dibble and Associates
Consulting Engineers, Inc.

By: _____
Ryan Toner, PE
Vice President

Date: _____

FOR THE Sponsor

City of Bisbee
Bisbee Municipal Airport

By: _____
Matthew Gurney
Public Works Director

Date: _____

Approved as to form:

_____
Ken Budge
Mayor

p 602.957.1155 | 3020 East Camelback Road, Suite 201 dibblecorp.com
f 602.957.2838 | Phoenix, AZ 85016

June 10, 2026

Matthew Gurney
Public Works Director
City of Bisbee
118 Arizona Street
Bisbee, AZ 85603

RE: **AUTHORIZATION OF SERVICES NO. (TBD)**
Design, Bid and Construction Bid Phase Services Fee Proposal
Bisbee Municipal Airport: Airfield Electrical Improvements

Dear Mr. Gurney:

We appreciate the opportunity to provide Design, Bid and Construction Phase services for the Airfield Electrical Improvements project at the Bisbee Municipal Airport in Bisbee, Arizona. This project is being undertaken to address the challenges associated with the aged runway lighting, precision approach path indicators, windcone, and beacon systems including fixtures, cable, constant current regulators, and isolated conduit replacements.

Dibble, as the prime consultant, supported by CR Engineers (Airfield Electrical Inspection) is proposing to complete the Scope of Work, as included in this proposal, for the following fees:

A. Design Phase Services :		**$128,655.00**
B. Bid Phase Services:		**$12,089.00**
C. Construction Phase Services:		**$165,559.00**
	TOTAL:	**$306,303.00**

Transmitted herewith are our proposed Scope of Work, Fee Summary, Derivation of Fee Proposal, and Estimated Manhours, as well as all subconsultant proposals. We are very much looking forward to working with the City on this important project. If you need additional information or have questions, please do not hesitate to call.

Sincerely,

Jim Cunningham, P.E.
Project Manager,
Airport Development Business Unit
Dibble

Ryan W. Toner, P.E.
Vice President,
Airport Development Business Unit Leader
Dibble

DIBBLE

SCOPE OF WORK
Design, Bid & Construction Phase Services
City of Bisbee – Bisbee Municipal Airport
Airfield Electrical Improvements

Dibble and Associates Consulting Engineers, Inc. (Dibble) has been requested by the City of Bisbee (City) to provide Design, Bid and Construction Phase services for airfield electrical improvements at the Bisbee Municipal Airport. This includes replacement of the Runway Medium Intensity Runway Edge Lights (MIRLs), Runway Threshold Lighting, Runway End Identifier Lights (REILs), the 2-Box Precision Approach Path Indicators (PAPIs), replacement of lighted windcone, and the airport rotating beacon fixture. The existing lighting equipment identified to be replaced is beyond its useful life.

The project will include replacing the existing MIRLs with new LED fixtures and new transformers as well as rehabilitation or replacement of the taxiway lighted guidance signage for Runway 17-35. This work includes replacing the constant current regulators (CCRs) and the lighting cable for the runway edge lights and the entire length of the homerun cable to the existing airfield electrical vault as well as replacing the L-821 lighting control panel and L-854 pilot-controlled radio panel. The existing runway edge light base cans and conduit will remain in place unless damage to the infrastructure requires replacement.

Additionally, the project includes replacing the existing PAPIs with LED fixtures for Runway 17-35 including power cable to the airfield electrical vault. Dibble will complete a PAPI siting study to determine if the existing 2-Box PAPI locations are adequate or if the new PAPIs will need to be installed in new locations. An evaluation will be conducted to determine the most appropriate PAPI type for Runway 17-35 (current or voltage-driven). It is currently unknown if Runway 17-35 has electrical current-driven PAPIs, which are typically changed to voltage-driven, when practicable.

This project also involves replacing the lighted primary windcone and a new LED rotating beacon fixture on a new tower, along with any necessary cable and conduit replacements.

Lastly, the existing electrical vault, originally constructed in 1980 will be evaluated for rehabilitation or replacement.

The following key Federal Aviation Administration (FAA) Advisory Circulars (AC) will be used for design:

FAA AC No. 150/5300-13A – Airport Design
FAA AC No. 150/5340-30J – Design and Installation Details for Airport Visual Aids
FAA AC No. 150/5345-53D – Airport Lighting Equipment Certification Program
FAA AC No. 150/5370-2G – Operational Safety on Airports During Construction
FAA Engineering Brief No. 95 – Additional Siting and Survey Considerations for Precision Approach Path Indicator (PAPI) and Other Visual Glide Slope Indicators (VGSI)

It is anticipated that the anticipated design, bid and construction administration cost, including sponsor administration is $322,425.00 which is expected to be funded by a fiscal year (FY) Airport Improvement Program (AIP) grant. Construction cost is estimated at $1,065,000 and is also expected to be funded with AIP and Infrastructure Investment and Jobs Act (IIJA) grants including three separate grants/bid schedules:

Schedule I – Rehabilitation of MIRL & REILs	$700,000
Schedule II - PAPI Replacement	$205,000
Schedule III – Windcone & Beacon Replacement	$160,000

The design duration for this project is anticipated to be ten-months. This Scope of Work and Derivation of Fee is reflective of the approximate design and bidding schedule.

Figure 1 below shows the project location:

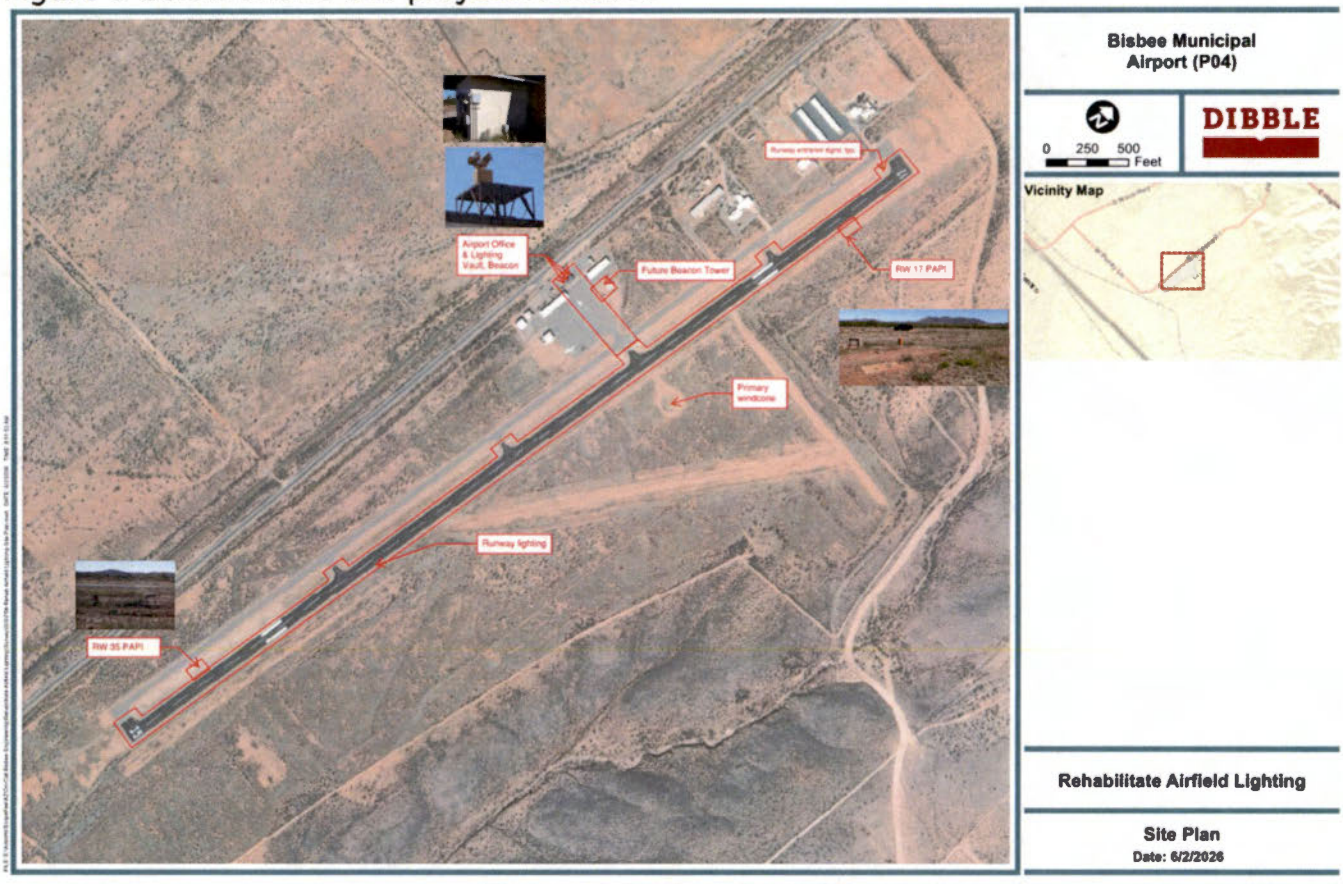


Figure 1 Project Location

DESIGN AND BID PHASE SERVICES

The following specific Design and Bid Phase scope elements are included in this project:

1) General:

a) Project Management and Administration: Dibble will provide project management and coordination of the design team and will provide coordination between design

team members, the City, Airport, and other interested stakeholders. Administration tasks such as file coordination, project printing and deliverable compilation at each submittal level will also be included under this task.

Dibble will make monthly "Design and Progress Reports", including invoicing, to the City of Bisbee in a format acceptable to the City.

b) Grant Applications and Coordination: Dibble will compile and provide the initial FAA BIL grant application for review by the City, and coordinate updates and modifications with the City for final submission to the FAA. Dibble will also provide the required financial data, such as total project costs and outlay, as well as the project schedule for the ADOT match grant application to the City.

c) Grant Reimbursement Coordination: Dibble will coordinate with the City's Grant Manager to provide required project data and/or review the monthly FAA and ADOT grant reimbursements for compliance with FAA and ADOT policies.

2) Project Start-Up and Data Collection:

a) Project Kick-Off Meeting: This meeting will be held with the City and Airport staff at the beginning of the project. Discussion items will include design team, control of correspondence, design standards, design schedule, submittals, and coordination of impacts to airport operations/tenants from survey operations.

b) Existing Document Research and Coordination: Gather and review available as-built or record drawings, utility maps, design plans, studies, reports and miscellaneous projects at the airport and relevant to this project. This item shall also include contacting utility stakeholders for potential impacts of this project.

3) Field Survey:

a) Survey Research and Preparation: Dibble will research the existing control points and datum at the airport and in the vicinity of the project and prepare/confirm the survey equipment is calibrated for accurate data collection for this project. The survey crew will also be informed at the Project Kick-Off Meeting (reference Section 2.a) and educated of the project and location specifics so they can be aware of their environment while out in an active airfield. This item shall also include documenting the survey methodology used for data collection and accuracies thereof, along with, use of existing survey control, field photos and notes.

b) Survey Control Establishment and Field Survey: Dibble will establish horizontal (NAD 83) and vertical control (NAVD 88) in US Survey Feet. Dibble will then collect topographic features and survey shots of infield areas, grades, pavement and other features within the general vicinity of the four existing and proposed PAPI locations as well as the location of existing runway edge lights and junction structures. Topographic features will include survey shots at approximate 25-foot cross-sections in the vicinity of the four existing and proposed PAPI locations at

a 25-foot grid, to include existing pavement edge(s), centerlines, pavement markings, points-of-tangency, points-of-curvature, existing signs, lights, and utilities, and drainage features (toes and tops of swales, culverts, catch basins, etc.) The survey will also include the Runway 17-35 end monuments, so that a centerline can be established and runway end elevations confirmed for PAPI siting calculations.

c) Survey Base Mapping and QA/QC: Topographic, utility, and civil basemaps will be created from the topographic, pavement and utility infrastructure features collected from the topographic field survey, existing design files, field investigations (pictures and notes), quarter-section maps (if applicable), and record drawings. Also included in this item is the setup of the survey and horizontal control plan sheet. All work will be in accordance with FAA and City of Bisbee standards, where applicable. A registered professional land surveyor will consolidate the data and compare to surveyor field notes and pictures, as well as any other survey data already provided. Any discrepancies that appear to be in conflict will be researched and reviewed. Additionally, the land surveyor will prepare a survey write-up to be included in the Engineer's Design Report that provides a summary of the survey performed, as well as existing site conditions including topographic and utility features.

4) 30% Submittal:

a) PAPI Siting Analysis: Based on available data from the current Airport Layout Plan (ALP), site survey data, and applicable as-builts/record drawings, including runway end monument data and effective gradient, Dibble will perform a siting analysis for each PAPI unit based on the criteria and equations found in AC's 150/5340-30H and 150/5345-28G, as well as FAA Order 6850.2B, for the purposes of evaluating the existing PAPI locations and proposing new PAPI locations as needed. The siting analysis will be provided to CR for use in the electrical plans.

b) 30% Design Plans: Dibble shall prepare plan sheets which may include the following: general construction notes, design legend and abbreviations; airport access location, contractor's haul route, staging and storage yard; construction phasing and barricading plans; Storm Water Pollution Prevention Plan (SWPPP) in accordance with Best Management Practices; and electrical plans and details per the attached Scope of Work from CR Engineers.

c) Draft Engineer's Design Report: The draft engineer's design report shall provide the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications). The report shall cover the following: airport and project descriptions; draft environmental documentation; relevant design standards; and list of anticipated technical specifications. The draft engineer's design report shall also include airport and project location exhibits and appendices such as Engineer's Opinion of Probable Construction Costs, and other design elements as needed to document design intent.

d) 30% Quantities and Engineer's Opinion of Probable Construction Costs (EOPCC): Based on the preliminary 30% construction plans and technical specifications, develop an EOPCC on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.

e) 30% ADOT and City/Airport Review Meeting: This meeting will be held shortly after the 30% Submittal with representatives from ADOT MPD Aeronautics staff and the City and Airport to review the 30% submittal package and review of grant scope and criteria. This meeting is required by ADOT to receive approval to proceed past the 30% submittal stage.

f) Plans-in-Hand Site Visit: Shortly after the 30% Submittal and before proceeding with the remainder of the project, Dibble and CR will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utilities infrastructure and structures (visible in the field), project limits, etc.

g) Internal QA/QC Project Review: In addition to the regular quality assurance reviews performed by senior practice staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standardized checking processes by Dibble's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

h) Construction Phasing Concept/Stakeholder Meeting: This meeting will be held with City and Airport staff after the 30% submittal to present and discuss preliminary construction phasing concepts with tenants and other relevant stakeholders. Stakeholder questions and concerns will be accounted for, coordinated with City and Airport staff, and responded to within two (2) weeks following this meeting. Preferred alternatives, with phase durations, will be included as part of the Final Construction Safety and Phasing Plan at the 95% Submittal stage.

5) 95% Pre-Final Submittal:

a) 95% (Pre-Final) Design Plans: The pre-final plans submission shall include those plan sheets noted in Section 4b and shall also include detailed construction phasing and aircraft detouring plans.

b) 95% (Pre-Final) Contract Documents and Technical Specification: Pre-final contract documents, technical specifications, special provisions, FAA general provisions will be compiled and developed for final review/approval by the City and Airport. This set will also be coordinated with the City's designated representative to determine project advertisement and bidding dates.

c) Pre-Final Engineer's Design Report: The pre-final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. This will be provided to the City/Airport at this submittal level for final review and approval.

d) Final Construction Safety and Phasing Plan (CSPP): The final CSPP will be included as an appendix to the Contract Documents. The CSPP will be prepared in accordance with the most recent edition of FAA AC 150/5370-2G.

e) 95% Quantities and EOPCC: Based on the pre-final 95% construction plans and technical specifications, develop an EOPCC on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.

f) 95% ADOT, City/Airport Review Meeting: This meeting will be held shortly after the 95% Submittal with representatives from ADOT MPD Aeronautics and the City/Airport to review the 95% submittal package, and discuss any comments from the City and Airport, and for the purpose of approval to bid the project. This approval is required by ADOT for bidding the project.

g) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior airport staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standard checking processes by Dibble's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

h) Obstruction Evaluation & Airport Airspace Analysis (OE/AAA) Coordination: An FAA Notice of Construction or Alteration (FAA Form 7460-1) with a Site Exhibit will be submitted to the FAA Airspace Review (OE/AAA) website for processing approximately 45 calendar days before bidding the project.

i) PAPI Flight Check Coordination: Dibble will coordinate with the FAA Air Traffic Organization (ATO) to schedule the Flight Check to commission the PAPIs post construction.

6) 100% Bid Submittal:

a) 100% Bid Plans: Sealed plans shall have all internal and external review comments by the City and Airport incorporated and addressed and modifications made during final site visits. Plans shall include all sheets noted in Sections 4b. and 5a.

b) Bid Contract Documents and Technical Specification: The final bid contract documents, technical specifications, and special provisions shall have all internal and external review comments by the City and Airport incorporated and

addressed. The bid contract documents, and technical specifications will be issued for bidding and construction.

c) Bid Quantities and EOPCC: Based on the bid construction plans and technical specifications, provide a final bid schedule of line items in the contract documents and a final EOPCC.

d) Final Engineer's Design Report: The final engineer's design report shall provide the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from internal and external reviews, including the City and Airport.

e) Internal QA/QC Project Review: The Dibble Quality Director will provide a final review prior to submittal of sealed plans. This check will include a review of all combined project documents for consistency amongst the design elements before each submittal.

7) Bid Phase Services:

a) Project Management and Administration: Dibble will provide project management and coordination of the design team, and will provide coordination between design team members, the City, and other interested stakeholders as needed.

Administration tasks such as file coordination and project printing during the bid phase will be included under this task.

b) Pre-Bid Meeting: Dibble will attend the pre-bid meeting and assist the City/Airport in conducting as needed. Dibble, upon the request of the City, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Dibble shall also assist the City in developing and submitting the pre-bid meeting minutes.

c) Bid Addendums: Pending contractors' reviews, comments, and questions, Dibble will assist the City in developing and issuing up to two (2) addendums, including revisions to contract documents (i.e. plans and technical specifications). It should be noted that the hours provided in the *Estimated Manhour* matrix contained herein is estimated for a maximum of two (2) addenda.

d) Contractor Questions: Dibble will coordinate, address, and appropriately respond to contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed.

e) Bid Tabulation and Recommendation: Dibble will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the Engineer's Opinion of Probable Construction Cost and other bids submitted.

Dibble will provide a bid summary letter stating inconsistencies and results and a recommendation for the lowest responsible, responsive bidder.

8) Airfield Electrical Consulting Services (CR Engineers)

For the design and bid phases, CR will provide the electrical drawings, specifications, quantities and estimates for the replacement of the runway edge and threshold lighting, lighted signs, REILs, including all fixtures, runway lighting cable and new cable for the homerun from the airfield lighting vault to the runway including new constant current regulators. Additionally, their designs will include lighting vault rehabilitation, the replacement of two PAPIs including power cable, the lighted windcone, L-821 panel, L-854 radio, and the rotating beacon on a new tower.

For the bidding phase, CR will assist during the pre-bid meeting and assist with construction questions.

Refer to CR Engineers' Scope of Work (attached) for additional information.

9) Design Project Deliverables

a) 30% Submittal: 30% plans, Draft Engineer's Design Report and 30% quantities and Engineer's Opinion of Probable Construction Cost. Dibble will provide submittals through Microsoft SharePoint. If requested, two (2) hard copies of half-size 11"x17" plans will be provided, as well as a CD of electronic (PDF) versions of all documents.

b) 95% Pre-Final Submittal: 95% pre-final plans, pre-final contract documents and specifications, 95% quantities and Engineer's Opinion of Probable Construction Costs, Pre-Final Engineer's Report, and Final Construction Safety and Phasing Plan. Dibble will provide submittals through SharePoint. Dibble will provide submittals through Microsoft SharePoint. If requested, two (2) hard copies of half-size 11"x17" plans will be provided, as well as a CD of electronic (PDF) versions of all documents.

c) 100% Bid-Ready Submittal: 100% sealed bid-ready plans, contract documents and specifications, 100% quantities and Engineer's Opinion of Probable Construction Costs and Final Engineer's Report. Dibble will provide submittals through Microsoft SharePoint. If requested, two (2) hard copies of full-size 24"x36" and half-size 11"x17" plans will be provided as well as a CD of electronic (PDF) versions of all documents.

10) Miscellaneous

This proposal is based on an estimated 10-month design schedule (July 2026 – April 2027) with bidding anticipated in May 2027. A detailed design schedule is attached for additional information.

All plans are to be prepared in AutoCAD Civil 3D 2023.

11) Exclusions Design and Bid Phase Services

a) Environmental Clearance (Simple CATEX provided by Coffman)

b) Landscape and Irrigation

c) Geotechnical investigations

d) Pavement design

e) Grading and Drainage design

f) Printing/plotting of bid sets for Contractor pickup/use.

CONSTRUCTION PHASE SERVICES (T&M)

This Scope of Work and Derivation of Fee are reflective of all the construction administration and inspection services associated with all three Bid Schedules. The services will involve providing pre-construction services, part-time construction administration and full-time inspection/observation services for 90 calendar days, as well as post construction services.

The following specific scope elements are included in this project:

12) Project Management & Administration:

a) Between Bid Award and Project Closeout, Dibble will provide overall project management and coordination of subconsultants as well as communication with the City and Airport. This includes reviewing and enforcing the Contractor's Safety Plan Compliance Document (SPCD), review and coordination of the construction schedule, evaluating Contractor requests for extra work and/or time extensions, and change orders. Estimated hours to complete these tasks are provided in the attached man-hour and fee spreadsheets.

13) Pre-Construction Conference:

a) Dibble will conduct the Preconstruction Conference and provide support and/or coordination of the construction documents as needed. Dibble will prepare and provide the meeting agenda and sign-in sheet, facilitate the meeting, and issue meeting minutes. The Preconstruction Conference will be held at the Airport.

14) Contractor Submittal and RFI Review:

a) Shop Drawing Review & Coordination - Review and provide a response to the civil construction material and general project submittals. A total of 20 submittals are estimated and Dibble will respond to approximately 4 of the 20 submittals. For the electrical submittals, Dibble will coordinate with CR Engineers and pass through the documents to and from the Contractor.

b) RFI Review & Coordination - Coordinate, review, and provide a response to civil construction and general project Requests for Information (RFI), (estimated at

approximately 6 RFI's). For electrical RFIs, Dibble will coordinate with CR Engineers to pass through the documents to and from the Contractor.

c) ESI Development & Coordination - Coordinate, review, and develop necessary Engineering Supplemental Information (ESI) documents, additional details, or sketches as revisions to the construction specifications and/or plans, (estimated at approximately 4 ESI's). The CR Engineers will review and prepare the electrical ESI's in addition to the ones noted herein.

15) Construction Meetings/Site Visits/Documentation Coordination:

a) Coordinate weekly construction meetings which includes developing and distributing meeting agendas, sign-in sheets, and meeting minutes as well as conduct regular site visits during the course of construction, to provide on-site engineering support and project management one (1) day per two weeks, and virtual meeting attendance between site visits.

b) Review Quality Control (QC) material test results.

c) Regularly review and track project quantities in the field and on the Contractor's As-Builts. Coordinate these inspected quantities with the Contractor and coordinate prior to the submittal of monthly payment applications.

d) Grant Reimbursement Coordination: Dibble will coordinate with the City's Grant Manager to provide required project data and/or review the monthly FAA and ADOT grant reimbursements for compliance with FAA and ADOT policies.

e) Dibble will assist the City with the completion of the required ADOT and FAA weekly reports.

f) Dibble will conduct contractor employee interviews and review contractor's payrolls for federal compliance.

16) Walkthroughs:

a) Coordinate and attend the substantial completion walk-through meeting as well as issue the substantial completion letter along with the combined punch list.

b) Coordinate and attend the final walk-through meeting and issue the final acceptance letter.

17) Project Closeout:

a) Prepare Final Record Drawings based on Contractor redlines and field changes issued during construction.

c) Prepare and compile the Final Engineer's Construction Report.

d) Assist the City of Bisbee with the completion of required FAA and ADOT grant closeout paperwork.

18) Electrical Construction Inspection (CR Engineers)

CR Engineers will perform full time construction inspection/observation for the electrical elements of the work such as the underground conduit and cable installation, and light fixture installation. CR Engineers will also perform reviews of electrical material submittals/shop drawings and respond to RFI's and issue ESI's as

needed. Electrical Record Drawings and information required for the compilation of the Final Engineer's Construction Report will be provided by CR Engineers after construction is complete.

Refer to the attached detailed Scope of Work provided by CR Engineers for more information.

19) Miscellaneous

a) All plans (Record Drawings) are to be prepared in AutoCAD Civil 3D 2023 (or current version used by the City). All work will be prepared in conformance to City Standards.

b) The Engineer will make monthly "Progress Reports" during the monthly On-Call Coordination meetings, and will submit monthly invoices for the duration of the contract.

c) The Close-Out submittal for the project will include electronic files of the Record Drawings, the Final Engineer's Construction Report, and all additional required closeout documentation provided by the Contractor.

END OF SCOPE OF WORK

Firm:	Dibble Engineering		Contract Number: N/A
	Bisbee Municipal Airport		Project Number: TBD
Project:	**Airfield Electrical Improvements**		Task Number: 1
	Design, Bid & CA Services		Amendment Number: N/A
	Bisbee, AZ		ADOT Number:
Date:	6/8/2026		

Summary	Dibble	Subs	Total
A. Design Phase Services	**Fee**	**Fee**	
1 Dibble Base Fee	$62,955.00	-	
2 Dibble Direct Costs	$935.00	-	
4 Airfield Electrical Engineering (CR Engineers)	-	$64,765.00	
Design Phase Subtotal	***$63,890.00***	***$64,765.00***	***$128,655.00***
B. Bid Phase Services	**Fee**	**Fee**	
1 Dibble Base Fee	$7,268.00	-	
2 Dibble Direct Costs	$145.00		
3 Airfield Electrical Engineering (CR Engineers)	-	$ 4,676.00	
Bid Phase Subtotal	***$7,413.00***	***$4,676.00***	***$12,089.00***
C. Construction Phase Services (T&M)	**Fee**	**Fee**	
1 Dibble Base Fee	$63,126.00	-	
2 Dibble Direct Costs	$1,704.00		
3 Airfield Electrical Engineering (CR Engineers)	-	$ 100,729.00	
Construction Phase Subtotal	***$64,830.00***	***$100,729.00***	***$165,559.00***
Total (Schedule I)			***$306,303.00***

Firm:	Dibble Engineering	Contract Number:	N/A
	Bisbee Municipal Airport	Project Number:	TBD
Project:	**Airfield Electrical Improvements**	Task Number:	1
	Design, Bid & CA Services	Amendment Number:	N/A
	Bisbee, AZ	ADOT Number:	0
Date:	6/8/2026		

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE - DESIGN PHASE

	Classification	Manhours	2020 Bill. Rate	TOTAL	
1	Principal Engineer	9	$325.00	$2,925.00	
2	Senior Project Manager	94	$257.00	$24,158.00	
3	Project Engineer	90	$184.00	$16,560.00	
4	Asst. Project Engineer (EIT)	24	$155.00	$3,720.00	
5	Senior Designer	12	$180.00	$2,160.00	
6	Designer	28	$143.00	$4,004.00	
7	Land Survey Manager (RLS)	14	$230.00	$3,220.00	
8	Survey Crew (2-man)	24	$222.00	$5,328.00	
9	Administrative Asst.	8	$110.00	$880.00	
	Total	303	hrs		

*All rates are per 2026-2027 Billing Rate Sheet

Total Basic Fee..... **$62,955.00**

DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

	Item		Cost	
1	Submittal Printing (Dibble).....	$	500.00	As-Needed (Allowance)
2	Mileage (3 trips @ 200 miles) (Dibble).....	$	435.00	Reimbursement

f. Sub-Total Allowances for Direct Costs..... **$935.00**

ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

	Firm		Cost	Method of Compensation
1	Airfield Electrical Engineering (CR Engineers).....	$	64,765.00	Lump Sum

g. Sub-Total Allowance for Add'l Costs: **$64,765.00**

TOTAL FEE

h. Total Estimated Cost to Consultant....(e. + f.) $128,655.00

Firm:	Dibble Engineering	Contract Number:	N/A
	Bisbee Municipal Airport	Project Number:	TBD
Project:	**Airfield Electrical Improvements**	Task Number:	1
	Design, Bid & CA Services	Amendment Number:	N/A
	Bisbee, AZ	ADOT Number:	0
Date:	6/8/2026		

ESTIMATED MANHOURS - DESIGN PHASE

TASK	PRINCIPAL ENGINEER	SR. PROJECT MANAGER	PROJECT ENGINEER	ASST. PROJ. ENG. (EIT)	SENIOR DESIGNER	DESIGNER	LAND SURV. MGR. (RLS)	SVY. CREW (2-MAN)	ADMIN ASST.	TOTAL HOURS
1 General Administration										
1a Project Management & Administration	4	24							8	36
1b Grant Applications & Coordination		8								8
1c Grant Reimbursement Coordination		2	4							6
2 Project Start-Up and Data Collection										
2a Project Kick-Off Meeting		2	4							6
2b Existing Document Research & Coordination			4	2						6
3 Topographic/Field Survey Activities										
3a Survey Research & Preparation							2			2
3b Control Establishment and Field Survey								24		24
3c Survey Base Mapping and QA/QC						12	12			24
4 30% Submittal										
4a PAPI Siting Analysis		2	6		4					12
4b 30% Design Plans	2	4	8	4		4				22
4c Draft Engineer's Design Report		2	4	2						8
4d 30% Quantities and EOPCC		1	4	2						7
4e 30% ADOT, City/Airport Review Meeting		1	4							5
4f Plans-in-Hand Site Visit		6	6							12
4g Internal QA/QC Project Review		8								8
4h Construction Phasing Concept/Stakeholder Mtg.		2	2							4
5 95% Pre-Final Submittal										
5a 95% (Pre-Final) Design Plans	2	2	4	4		4				16
5b 95% (Pre-Final) Contract Doc's and Technical Specs		2	4							6
5c Pre-Final Engineer's Design Report		2	4							6
5d Final Construction Safety & Phasing Plan		2	4	2						8
5e 95% Quantities and EOPCC		2	2	2						6
5f 95% ADOT, City/Airport Review Meeting		2	2							4
5g Internal QA/QC Project Review		8								8
5h OE/AAA Coordination and Submittal			4		8					12
5i PAPI Flight Check Coordination		2	6							8
6 100% Bid Submittal										
6a 100% Bid Plans	1	2	4			8				15
6b Bid Contract Doc's and Technical Specs		2	4	2						8
6c Bid Quantities and EOPCC			2	2						4
6d Final Engineer's Design Report		2	4	2						8
6e Internal QA/QC Project Review		4								4
TOTALS	9	94	90	24	12	28	14	24	8	303
										303
Direct @	$325.00	$257.00	$184.00	$155.00	$180.00	$143.00	$230.00	$222.00	$110.00	

Firm:	Dibble Engineering	Contract Number:	N/A
	Bisbee Municipal Airport	Project Number:	TBD
Project:	**Airfield Electrical Improvements**	Task Number:	1
	Design, Bid & CA Services	Amendment Number:	N/A
	Bisbee, AZ	ADOT Number:	0
DATE:	6/8/2026		

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE - BID PHASE

	Classification	Manhours	2020 Bill. Rate	Labor Costs
1	Principal Engineer	2	$325.00	$650.00
2	Senior Project Manager	10	$257.00	$2,570.00
3	Project Engineer	22	$184.00	$4,048.00
4	Asst. Project Engineer (EIT)	0	$155.00	$0.00
5	Senior Designer	0	$180.00	$0.00
6	Designer	0	$143.00	$0.00
7	Survey Crew (2-man)	0	$222.00	$0.00
8	Administrative	0	$110.00	$0.00
	Total	34	hrs	

*All rates are per 2026-2027 Billing Rate Sheet

Total Basic Fee..... **$7,268.00**

ALLOWANCE FOR DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

	Item		Cost	
1	Mileage (1 trips @ 200 miles) (Dibble).....	$	145.00	Reimbursement

f. Sub-Total Allowances for Direct Costs..... **$145.00**

ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

	Firm		Cost	Method of Compensation
1	Airfield Electrical Engineering (CR Engineers).....	$	4,676.00	Lump Sum

g. Sub-Total Allowance for Add'l Costs: **$4,676.00**

TOTAL FEE

g. Total Estimated Cost to Consultant....(e. + f.) $12,089.00

Firm:	Dibble Engineering	Contract Number:	N/A
	Bisbee Municipal Airport	Project Number:	TBD
Project:	**Airfield Electrical Improvements**	Task Number:	1
	Design, Bid & CA Services	Amendment Number:	N/A
	Bisbee, AZ	ADOT Number:	0
Date:	6/8/2026		

ESTIMATED MANHOURS - BID PHASE

TASK	PRINCIPAL ENGINEER	SR. PROJECT MANAGER	PROJECT ENGINEER	ASST. PROJ. ENGINEER	SENIOR DESIGNER	DESIGNER	LAND SURV. MGR. (RLS)	SVY. CREW (2-MAN)	ADMIN ASST.	TOTAL HOURS
7 Bid Phase Services										
7a Project Management & Administration	2	4	6							12
7b Pre-Bid Meeting			6							6
7c Bid Addendums		2	4							6
7d Contractor's Questions		2	2							4
7e Bid Tabulation and Recommendation		2	4							6
TOTALS	2	10	22	0	0	0	0	0	0	34
										34
	@	@	@	@	@		@	@	@	
Direct	**$325.00**	**$257.00**	**$184.00**	**$155.00**	**$180.00**	**$143.00**	**$230.00**	**$222.00**	**$110.00**	

Firm:	Dibble Engineering	Contract Number:	N/A
	Bisbee Municipal Airport	Project Number:	TBD
Project:	**Airfield Electrical Improvements**	Task Number:	1
	Design, Bid & CA Services	Amendment Number:	N/A
	Bisbee, AZ	ADOT Number:	0
DATE:	6/8/2026		

DERIVATION OF FEE PROPOSAL SUMMARY

BASIC FEE - CA PHASE (T&M)

Classification	Manhours	2020 Bill. Rate	Labor Costs	
1 Principal Engineer	4	$325.00	$1,300.00	
2 Senior Project Manager	98	$257.00	$25,186.00	
3 Project Engineer	132	$184.00	$24,288.00	
4 Asst. Project Engineer (EIT)	76	$155.00	$11,780.00	
5 Senior Designer	0	$180.00	$0.00	
6 Designer	4	$143.00	$572.00	
7 Survey Crew (2-man)	0	$222.00	$0.00	
8 Administrative	0	$110.00	$0.00	
Total	314 hrs			

*All rates are per 2026-2027 Billing Rate Sheet

e. Total Basic Fee..... **$63,126.00**

ALLOWANCE FOR DIRECT COSTS

(Listed by Item at Actual Cost - NO MARKUP)

Item		Cost	
1 Mileage (8 trips @ 200 miles) (Dibble).....	$	1,160.00	Reimbursement
2 Meals (8 days @$68.00) (Dibble).....	$	544.00	Reimbursement
3 Mileage (45 trips)(CR Engineers).....	$	3,859.00	Reimbursement
4 Per Diem & Meals (45 days @$178) (CR Engineers).....	$	8,010.00	Reimbursement

f. Sub-Total Allowances for Direct Costs..... **$13,573.00**

ALLOWANCE FOR ADDITIONAL COSTS, OUTSIDE SERVICES & SUBCONSULTANTS

Firm		Cost	Method of Compensation
1 Airfield Electrical Engineering (CR Engineers).....	$	87,156.00	T&M

g. Sub-Total Allowance for Add'l Costs: **$87,156.00**

TOTAL FEE

g. Total Estimated Cost to Consultant....(e. + f.) $163,855.00

Firm:	Dibble Engineering	Contract Number:	N/A
	Bisbee Municipal Airport	Project Number:	TBD
Project:	**Airfield Electrical Improvements**	Task Number:	1
	Design, Bid & CA Services	Amendment Number:	N/A
	Bisbee, AZ	ADOT Number:	0
Date:	6/8/2026		

ESTIMATED MANHOURS - CA PHASE

TASK	PRINCIPAL ENGINEER	SR. PROJECT MANAGER	PROJECT ENGINEER	ASST. PROJ. ENGINEER	SENIOR DESIGNER	DESIGNER	LAND SURV. MGR. (RLS)	SVY. CREW (2-MAN)	ADMIN ASST.	TOTAL HOURS
1 General Administration										
1a Project Management and Administration	4	40								44
2 Pre-Construction Conference:										
2a Pre-Construction Conference		8	8	8						24
3 Contractor Submittal and RFI Review										
3a Shop Drawing Review and Coordination		2	4	4						10
3b RFI Reivew and Coordination		4	4	2						10
3c ESI Development and Coordination		2	4	4						10
4 Meetings/Site Visits/Paperwork Coordination										
4a Weekly Meetings and Site Visits		12	36	12						60
4b Testing Report Review and Coordination			4	4						8
4c Payment Application Review		2	8	2						12
4d Grant Reimbursement Coordination		4	8							12
4e ADOT & FAA Weekly Reports		2	8	8						18
4f Labor Standards Compliance		2	12	8					8	30
5 Walkthroughs										
5a Substantial Completion Walkthrough		8	8	8						24
5b Final Walkthrough			8							8
6 Project Closeout										
6a Record Drawings		4	4	4		4				16
6b Final Construction Report		4	8	8						20
6c Grant Closeout Coordination		4	8	4					4	20
TOTALS	4	98	132	76	0	4	0	0	12	326
										326
	@	@	@	@	@		@	@	@	
Direct	$325.00	$257.00	$184.00	$155.00	$180.00	$143.00	$230.00	$222.00	$110.00	

CR engineers

June 8, 2026

Dibble Engineering
3020 East Camelback Rd., Suite 201
Phoenix, Arizona 85016

Attn.: Mr. Jim Cunningham, P.E.

Re: Bisbee Airport
Airfield Electrical Improvements
Revised Proposal for Electrical Engineering Design, Bid Assistance, and Construction Phase Services
CRE Proposal No.: 26021

Dear Jim,

We thank you for choosing our firm to work as your electrical engineer for the above project. We are pleased to present our revised proposal in the listed attachments below.

Scope of Work
Fee Proposal

This proposal will be valid for the next ninety (90) days, and we reserve the right to renegotiate it if it has not been accepted within that period. Should conditions of the work change so as to materially affect the level of effort or the time required, then equitable adjustments to fee and schedule will be made. Consultant will notify Client when a changed condition becomes apparent. Failure of Client to provide a timely and equitable adjustment is cause for termination by Consultant.

We will bill you for services rendered to date. Payment will be due within thirty (30) days of billing date.

Please do not hesitate to call if you have any questions.

Sincerely yours,

CR ENGINEERS, INC.

Catherine Alcorn, P.E.
President

O:_26000\26021 Bisbee Airport Replace Runway Lighitng and Beacon\CRE Proposal 26021.docx

6719 E. Palisades Boulevard
uite 202
ountain Hills, AZ 85268

Telephone: 480-816-554
Fax: 480-816-554
Web: www.creng.con

SCOPE OF WORK

BISBEE AIRPORT –
AIRFIELD ELECTRICAL IMPROVEMENTS
DESIGN, BID ASSISTANCE, & CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

Prepared by CR Engineers, Inc.
JUNE 8, 2026

CR Engineers (CRE) shall prepare electrical designs, plans, specifications, quantities, and estimates, for the reconstruction of the airfield lighting associated with the MIRL (medium intensity runway lighting), airfield guidance signage, primary windcone, beacon, PAPIs, REILs, and constant current regulator replacements at Bisbee Airport.

The electrical design will include the following components:

- Specification for removal of the existing incandescent runway edge and threshold lights and isolation transformers in existing L-867 base cans and the existing 5KV airfield lighting. The existing L-867 base cans and underground PVC conduit infrastructure will remain in place.
- Specification for disconnection and removal of the existing 5KV airfield lighting cable associated with the runway airfield lighting circuits.
- Specification for replacement (either in its entirety or sign panels and/or LED light retrofit kits) associated with the existing airfield guidance signage. An evaluation of existing sign base locations per current FAA AC requirements will also be performed.
- Design of new LED Medium Intensity Runway and Threshold Lights (MIRLs) including isolation transformers and 5KV cable back to the airfield electrical vault.
- Specification for replacement of the existing 2 box PAPI system and associated circuit cabling. Verification of existing siting location and aiming specifications shall be provided by Dibble Engineering.
- Specification for replacement of the existing REILs with new LED REILs and associated circuit cabling.
- Specification for replacement of the existing primary windcone with new LED L807 internally lit primary windcone and associated circuit cabling.
- Specification for replacement of the existing beacon mounted on the existing terminal with new LED beacon with tower and associated circuit cabling.
- Possible specification for a new L-821 panel, L-854 radio, and other power distribution equipment within existing airfield lighting vault if after inspection, these components are deemed in need of replacement. A portable generator plug will also be designed for standby power capabilities.
- Replacement of the existing constant current regulator (CCR) in the existing electrical airfield lighting vault with new ferroresonant CCR to accommodate the reduced LED lighting loads. Required power distribution modifications to the new CCR will be provided including S1 cutouts for maintenance and testing.

1. Airfield Traffic Analysis/Phasing

CRE will assist in electrical issues related to the construction phasing study and plans for the construction within the runway and taxiway safety areas and runway safety/approach areas.

2. FAA/ADOT Documentation

CRE will prepare the electrical portion of the Engineer's report including project scope, design standards used, lighting and signage design and criteria, and estimated costs and quantities.

3. Specifications

CRE will prepare electrical Technical Specifications based on current FAA Advisory Circular requirements for all work specified.

4. Construction Phasing and Safety Plan

CRE, with assistance from Dibble, will prepare the Construction Phasing and Safety Plan (CSPP) including development of construction phasing exhibits. The CSPP will be prepared in accordance with the most recent edition of FAA AC 150/5370-2G.

Anticipated Submittals:

- 30% Design Submittal
  - Electrical Plans
  - Draft Engineer's Report
  - Electrical Technical Specs
  - Electrical Quantities and Construction Cost Estimate
  -
- 95% Design Submittal
  - Electrical Plans
  - Electrical Technical Specs
  - Engineer's Report
  - Electrical Quantities and Construction Cost Estimate
  - Final Construction Phasing and Safety Plan (CSPP)
- 100% Design Submittal
  - Electrical Plans
  - Engineer's Report
  - Electrical Technical Specs
  - Electrical Quantities and Construction Cost Estimate
- Bid Phase

Design Site Investigations:

CRE will provide 2 design site investigations as follows:

- One full day site investigation (2 person) for the airfield electrical systems.
- 30% Plan in hand walk through site investigation (2 person).
-

Meetings:

CRE will also attend the following meetings: design kick-off meeting and 2 review meetings via teleconference.

The following will be provided for **Bid Phase Services**:

- CRE will attend the pre-bid meeting.
- CRE will respond to Request For Information (RFI) during bidding and prepare addendums related to electrical scope.

This scope of work consists of comprehensive **construction phase services** as outlined below:

1. Pre-Construction Meeting: CRE will attend the pre-construction meeting.

2. Review Contractor's Monthly Pay Apps: CRE will review the electrical contractor's pay apps for quantity verification.

3. Site Visits and Inspections: CRE will perform full time construction inspection and observation on the electrical components of the project estimated at 60 days.

4. Shop Drawing Review and Coordination: CRE will review and provide a response to electrical project submittals as requested (estimated at 12 submittals).

5. RFI Review and Coordination: CRE will review and provide responses to electrical construction and technical project Requests for Information (RFI) estimated at 6.

6. ESI Preparation and Coordination: CRE will provide necessary Engineering Supplemental Information (ESI) documents estimated at 4.

7. Final Walk Inspection: CRE will attend the final completion electrical inspections/walk estimated at (1) final completion inspection/walk.

8. Punchlist(s) and Coordination(s): CRE will prepare, submit, and re-evaluate electrical punchlists at each substantial completion and final walk.

9. Record Drawings: CRE will develop the final Electrical Record Drawings based on Contractor redlines and field changes issued during construction, including RFI's/ESI's.

Fees

See attached Exhibit for proposed fee schedule and detailed task descriptions.

CR Engineers, Inc.
Fee Proposal Summary

Project Name: Bisbee Airport Airfield Electrical Improvements
Date: 06/08/26
CRE Proposal No.: 26021

FEES

Overhead Rate:	150 %
Profit Margin:	10 %

1.0 Design Fees	$69,441.21
2.0 CA&I Fees	$87,156.33
Total Fees	**$156,597.54**

ESTIMATED EXPENSES AND ALLOWANCES

Lodging			
	45 Trip	$110.00 /Day (2026 Federal Per Diem)	$4,950.00
Travel			
	5760 Miles	$0.670 /Mile	$3,859.20
			3859.2*0.725/0.670=4176
Meals			
	45 Trip	$68.00 /Day (2026 Federal Per Diem)	$3,060.00
		TOTAL ESTIMATED EXPENSES	**$11,869.20**
	GRAND TOTAL	**$168,466.74**	

CR Engineers, Inc.

1.0 Design Fee Proposal Worksheet

Project Name: Bisbee Airport Airfield Electrical Improvements
Date: 06/08/26
CRE Proposal No.: 26021

	Task Description	Quantity	Project Manager / Engineer	Senior Designer	Senior CADD Designer	Senior Inspector	Project Assistant	Total Hours
1.1	**Meetings & Site Visits**							
1.1.1	Kick-off Meeting	1	1.0	1.0		1.0		3.0
1.1.2	Review Meeting(s)	2	2.0	2.0		2.0		6.0
1.1.3	Site Visit(s)	1		14.0		14.0		28.0
1.1.4	30% Plans in Hand Site Visit			10.0		10.0		20.0
1.2	**Utility/Demand**							
1.2.1	CCR Calculations		3.0	8.0				11.0
1.3	**Contract Documents**							
1.3.1	Electrical Drawing(s)		20.0	80.0	100.0	30.0		230.0
1.3.2	Specifications		6.0	15.0			8.0	29.0
1.3.3	Engineers Report		4.0	6.0			2.0	12.0
1.3.4	CSPP		8.0	18.0	8.0	6.0	12.0	52.0
1.3.4	Cost Estimate		8.0	12.0		28.0		48.0
1.3.5	30% Submittal		4.0	3.0	8.0		1.0	16.0
1.3.6	95% Submittal		8.0	6.0	10.0		1.0	25.0
1.3.7	100% Submittal		3.0	2.0	4.0		1.0	10.0
1.3.8	Client Coordination		8.0	10.0	8.0	3.0	2.0	31.0
2.0	**Bidding Assistance**							
2.1	Pre-bid Meeting/Walk Through					10.0		10.0
2.2	Answer Questions		2.0	6.0		4.0		12.0
2.3	Issue Addenda		3.0	4.0	6.0		2.0	15.0
1.0	**Totals**		**80.0**	**197.0**	**144.0**	**108.0**	**29.0**	**558.0**

Overhead Rate 150 %
Profit Margin 10 %

=(5*$74.50+10*43.75+6*35.40+2*25.40)*69,441.21/25,251.35 = $4,676.10

	Labor Rates Per Hour:		$74.50	$43.75	$35.40	$44.80	$25.40	
	Direct Labor:		$5,960.00	$8,618.75	$5,097.60	$4,838.40	$736.60	$25,251.35
	Overhead:		$8,940.00	$12,928.13	$7,646.40	$7,257.60	$1,104.90	
	Overhead + Direct Lab:		$14,900.00	$21,546.88	$12,744.00	$12,096.00	$1,841.50	
	(OH + Direct) x Profit:		$1,490.00	$2,154.69	$1,274.40	$1,209.60	$184.15	
1.0	**Total Fees**		**$16,390.00**	**$23,701.56**	**$14,018.40**	**$13,305.60**	**$2,025.65**	**$69,441.21**

CR Engineers, Inc.

2.0 Construction Administration Fee Proposal Worksheet

Project Name: Bisbee Airport Airfield Electrical Improvements
Date: 06/08/26
CRE Proposal No.: 26021

	Task Description	Quantity	Project Manager	Senior Designer	Senior CADD Designer	Chief Electrical Inspector	Admin Assistant	Total Hours
1.0	**Construction**							
1.1	Attend Pre-Construction Meeting					12.0		12.0
1.2	Submittal/Shop Dwg Review	12	12.0			40.0	8.0	60.0
1.3	RFI Responses	6	12.0	18.0		8.0	6.0	44.0
1.4	ESI Preparation	4	8.0	12.0	16.0	4.0	4.0	44.0
1.5	Site Inspections	60 days				382.5	8.0	390.5
1.6	Review of Contractor Pay Apps					12.0		12.0
1.7	Substantial Completion, Commissioing, Final Inspection(s)/Walk Through	1				12.0	1.0	13.0
1.8	Record Drawings		6.0		20.0	8.0	1.0	35.0
1.0	**Totals**		**38.0**	**30.0**	**36.0**	**478.5**	**28.0**	**610.5**
	Overhead Rate	150 %						
	Profit Margin	10 %						
	Labor Rates Per Hour:		$77.48	$48.04	$40.39	$52.50	$26.16	
	Direct Labor:		$2,944.24	$1,441.20	$1,454.04	$25,121.25	$732.48	
	Overhead:		$4,416.36	$2,161.80	$2,181.06	$37,681.88	$1,098.72	
	Overhead + Direct Lab:		$7,360.60	$3,603.00	$3,635.10	$62,803.13	$1,831.20	
	(OH + Direct) x Profit:		$736.06	$360.30	$363.51	$6,280.31	$183.12	
1.0	**Total Fees**		**$8,096.66**	**$3,963.30**	**$3,998.61**	**$69,083.44**	**$2,014.32**	**$87,156.33**