

**TOWN COUNCIL OF DEWEY-HUMBOLDT
REGULAR MEETING NOTICE AND AGENDA**

Tuesday, April 14, 2020, 6:30 P.M.

**DEWEY-HUMBOLDT TOWN HALL
COUNCIL CHAMBERS
2735 S. HWY 69, SUITE 10
HUMBOLDT, ARIZONA 86329**

NOTICE OF MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Dewey-Humboldt Town Council and to the general public that the Town Council will hold a public meeting (see notes about public participation below) on **Tuesday, April 14, 2020, at 6:30 p.m.**, at the **Dewey-Humboldt Town Hall Council Chambers, 2735 S. Highway 69, Suite 10, Humboldt, Arizona 86329**. Members of the Town Council will attend by audio/video conference call.

THIS MEETING WILL BE HELD BY REMOTE PARTICIPATION ONLY

Due to the federal government's declaration of a COVID-19 pandemic and the resulting Executive Orders from Arizona Governor Ducey to limit events of people in personal contact and Mayor Nolan's declaration of an emergency based on the COVID-19 pandemic, the following accommodations are provided for public participation at the Council Meeting:

- Viewing live streaming audio only on the Town's website, at <http://az-deweyhumboldt.civicplus.com/2164/Town-Meeting-Documents-and-Videos>
- Viewing and potentially participating in the meeting via Join Zoom Meeting:
 - Computer: <https://zoom.us/j/826105767>
 - Telephone: (301) 715-8592; Meeting ID: 826 105 767
- Submitting comments via email to the Town Clerk at TimMattix@dhaz.gov. Comments should be submitted no later than 3:30 p.m. on the day of the meeting. Please identify the agenda item and your name.

DEWEY-HUMBOLDT TOWN COUNCIL REGULAR MEETING AGENDA

The issues that come before the Town Council are often challenging and potentially divisive. To make sure we benefit from the diverse views to be presented, the Council believes public meetings to be a safe place for people to speak, and asks that everyone refrain from clapping, heckling and any other expressions of approval or disapproval. Council may vote to go into Executive Session for legal advice regarding any matter on the open agenda pursuant to A.R.S. § 38-431.03(A)(3), which will be held immediately after the vote and will not be open to the public. Upon completion of the Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda. Agenda items may be taken out of order. Please turn off all cell phones. Council Meetings are broadcast via live streaming video on the internet in both audio and visual formats. One or more members of the Council may attend either in person or by telephone, video or internet conferencing. **NOTICE TO PARENTS:** Parents and legal guardians have the right to consent before the Town of Dewey-Humboldt makes a video or voice recording of a minor child. A.R.S. § 1-602.A.9. Dewey-Humboldt Council Meetings are recorded and may be viewed on the Dewey-Humboldt website. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request to the Town Clerk that your child not be recorded.

- 1. Call To Order**
- 2. Protocol for Participating in the Council Meeting via Zoom** (Ed Hanks, Town Manager)
- 3. Roll Call** Town Council Members: Karen Brooks, Lynn Collins, John Hughes, Mark McBrady, Victoria Wendt, Vice Mayor Amy Lance and Mayor Terry Nolan.
- 4. Pledge of Allegiance**
- 5. Invocation**
- 6. Announcements regarding Town Current Events; Guests; Appointments; and Proclamations**

Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action. Pursuant to the Arizona Open Meeting Law, the Town Council may present a brief summary of current events; however, the Council may not discuss, deliberate, or take legal action on any matter in the summary.

A. Council announcements about outside meetings and committees

- 7. Public Comment on Non-agendized Items** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. According to the Arizona Open Meeting Law, Councilmembers may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A **3 minute** per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

8. Consent Agenda

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

Page

5 **A. Approval of Minutes of February 11, 2020 Study Session**

9 **B. Approval of Minutes of February 18, 2020 Regular Meeting**

15 **C. Approval of Minutes of February 25, 2020 Special Meeting**

18 **D. Approval of Minutes of March 3, 2020 Special Meeting**

23 **E. Approve a contract with Civiltec Engineering, Inc., for Civil Engineering for the Community Development Block Grant (CDBG) project entitled Hill Street Improvements (Staff CC)**

- 9. Town Manager's Report** Update on Current Events. The Town Council may ask clarifying questions about any item listed on the agenda under Town Manager's Report, or ask that any item listed on the agenda under Town Manager's Report be placed on a future agenda for Council deliberation and action. No legal action will be taken on items listed under Town Manager's Report. From time to time, as authorized by A.R.S. § 38-431.02(K), the Town Manager may present a brief summary of a current event that, due to its timeliness, is not listed on the agenda. In such cases, the Town Council shall not propose, discuss, deliberate or take legal action on the matter.

A. Town Manager's Report on the lease of the existing Town Hall, located at 2735 South Highway 69

B. Town Manager's Report on staff work schedule changes due to COVID-19 (Coronavirus)

- 10. General Business** Discussion and possible legal action may be taken. Agenda language may vary from that in CAARFs for Open Meeting Law purposes.

41 **A. Drawing of candidate names for placement on the ballot for the Town's August 4, 2020 Primary Election (Staff CC)** NOTE: Drawing will be done by Town Staff without discussion or action by Council.

43 **B. Discussion and possible action to approve a contract with Earth Resources Corporation for the Spring 2020 Chip Seal Overlay Project (Staff CC)**

85 **C. Discussion and possible action to grant or deny a Right of Entry to the Arizona Department of Environmental Quality for Town-owned parcels 800-27-004Q, 800-27-004N, and 800-27-004M, to collect and analyze soil samples for lead and arsenic (Staff CC)**

89 **D. Review, discussion and possible action to accept one of the proposals received for the Town’s Request for Proposals for Architectural and Project Management Services for the design, purchase and construction of a new steel building for Town Hall, and to authorize staff to negotiate a contract with the selected firm.** The Town received proposals from Arizona Natural Design, PLLC; LEA Architects, LLC; Michael Taylor Architects, Inc.; and, Morfeld Ray Architects. (Staff CC)

177 **E. Discussion and possible action to approve the agreement with the Blue Hills/Foothills Firewise Board and the Prescott Area Wildland Urban Interface. The agreement spells out the terms of an agreement between the parties to cover the implementation of the Town’s participation in the Yavapai Countywide Mitigation Project.** (Staff CC)

193 **F. Discussion and possible action to authorize hazard pay for Beth Evans and Patty Tapp** (CAARF – Mayor Nolan)

11. Consideration of additional Special Session(s) Whether to hold and, if so, set the date

12. Adjourn

Persons with a disability may request reasonable accommodations by contacting the Town Hall at (928) 632-7362 at least 24 hours in advance of the meeting.

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Dewey-Humboldt Town Hall, 2735 South Highway 69, Humboldt, Arizona, Chevron Station, 2735 South Highway 69, Humboldt, Arizona, Blue Ridge Market, Highway 69 and Kachina Drive, Dewey, Arizona, on the _____ day of _____, 2020, at _____ a.m./p.m. in accordance with the statement filed by the Town of Dewey-Humboldt with the Town Clerk, Town of Dewey-Humboldt.

By: _____, Town Clerk’s Office.

For Your Information:

- Next Town Council Regular Meeting: Tuesday, April 21, 2020 at 6:30 p.m.
- Next Planning & Zoning Meeting: Thursday, May 7, 2020, at 6:00 p.m.
- Next Town Council Study Session: Tuesday, May 12, 2020, at 6:30 p.m.

If you would like to receive Town Council agendas via email, please sign up at AgendaList@dhaz.gov and type Subscribe in the subject line, or call (928) 632-7362 and speak with Tim Mattix, Town Clerk.

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
STUDY SESSION MEETING MINUTES
FEBRUARY 11, 2020, 6:30 P.M.**

A STUDY SESSION MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 11, 2020, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order.** Mayor Nolan called the meeting to order at 6:30 p.m.
2. **Roll Call.** Town Councilmembers Karen Brooks, Lynn Collins, John Hughes, Victoria Wendt and Mayor Terry Nolan were present. Councilmember Mark McBrady was absent, and Vice Mayor Amy Lance was excused.
3. **Public Comment on Non-agendized Items**

The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. According to the Arizona Open Meeting law, Councilmembers may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A 3 minute per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

No one spoke.

4. **Study Session.** Study Sessions are held for the purpose of detailed review and Council discussion. As such, Council may discuss and provide feedback on any matter listed on the agenda. No final decisions or voting occurs at Study Sessions. Agenda language may vary from that in CAARFs for Open Meeting Law purposes.

A. Discussion with Leslie Dornfeld, PLAN*et Communities, and obtain Council input on the General Plan Update Process. Topics for possible discussion and input include: General Plan Steering Committee, Public Participation Plan, best practices in updating General Plans. (Staff CC)

Leslie Dornfeld, PLAN*et Communities ("PLAN*et"), stated that as the Town's consultant, she is here to listen to the Council and the community, and to help achieve the Town's goals. This project is to look at the current General Plan ("Plan") and decide if it is adequate to re-adopt, or if the Plan needs to be updated to address more current challenges that the Town may face in the future. She gave a PowerPoint presentation that included how people will be included in the assessment process, the role of the Steering Committee, and best practices to look at when updating Plans. Areas that will be looked at during the assessment include the projections, maps, transportation, open space and trails, and the current land use plan and categories. She spoke relating to environmental planning, including air quality and water resources; what it will take to amend the current Plan; and, zoning being required by state law to conform to the Plan.

Ms. Dornfeld spoke relating to public engagement. PLAN*et's proposal includes five meetings: three Steering Committee meetings, one community meeting, and one presentation to the Council and the Planning and Zoning Advisory Commission ("P&Z"). The Steering Committee's first meeting will include the scope, schedule, and the vision; the Steering Committee will go through a facilitated exercise that asks if the Plan is still appropriate. The Steering Committee's second meeting will look at big topics that need to be addressed over the next 10-20 years; while the Plan is a 10-year document, what is put in place now is the trajectory for what the Town will get in the future. The second meeting will also look at challenges to moving forward; the challenges topic will be taken to the community meeting. Information from the community meeting will be taken back for the Steering Committee's third meeting; at the third meeting, the Steering Committee will also discuss and identify things that it wants to address in the Plan, as well as the big topics that need to be discussed. The Steering Committee will also discuss the format in which to provide information to the community. The community meeting will not be focus groups; it is a Town Hall style model; Steering Committee members will be at each table and act as recorders and moderators who guide the discussion. People will rotate throughout tables to discuss different topics. At the end of the meeting, the reporters will present the information to the community; all of the notes will be saved and documented, and turned into a public engagement document. Ms. Dornfeld will facilitate at the community meeting and make sure that people are engaged, rather than guide the discussion. Following the meetings, PLAN*et will present to the Council and P&Z at a joint meeting, based on what was heard from the community.

Mayor Nolan asked about the third Steering Committee meeting, identifying new issues; and, spoke relating to understanding that the first phase was to go through the existing plan and what may need to be changed. Ms. Dornfeld responded that it is intended to identify areas or new topics that may be included, not to go into detail.

Councilmember Wendt spoke relating to the Council being obligated to follow the Plan, of which Land Use is a

large part; the future zoning map included in the Plan being slightly different from the Town's zoning map; asked if the existing zoning map will stay in place until the private land owners request a zoning change; and, asked if Proposition 207 will apply if the Town requests zoning changes to match the future zoning map. Ms. Dornfeld responded that the Plan does not have a zoning map in it; rather, it has a land use map, as in statute. The land use map specifies the intensity and density of proposed land uses; it is not zoning. Zoning prescribes specific uses, setbacks, curb cuts and heights; land use map categories can include multiple zoning classes; communities who want to be progressive with their Plan will look at potentially updating their zoning ordinance after the Plan; however, the Plan does not change zoning by law, and Proposition 207 is not an issue. Kay Bigelow, Town Attorney, spoke relating to the Plan's land use portion looking like a zoning map and gave an example of the Plan saying commercial, instead of C1, C2 and C3 zoning; and, that there is inconsistency for a period of time if the Plan's land use is different than the zoning. Councilmember Wendt asked about the Council changing usage without hearing from the community or having the landowner's permission; Ms. Bigelow responded that the owner will retain the zoning use that they already have on their land.

Councilmember Collins spoke relating to area plans; Ms. Dornfeld responded that an area plan is different, and Ms. Bigelow spoke relating to an area plan being a part of the zoning process. Ms. Dornfeld spoke relating to an area plan not changing zoning; rather, it is a framework for Town policy. Ms. Dornfeld discussed that the legislative process has to be followed to change zoning.

Councilmember Hughes discussed the Plan being a vision into the future of what the Town and community wants; and, that it does not change zoning.

In response to Councilmember Collins, Ms. Dornfeld confirmed that a specific plan is different from a strategic plan. Ms. Dornfeld discussed that General Plans, Master Plans, Redevelopment Plans, Area Plans are in state law, but are policy documents, while a Specific Plan is legislative. Councilmember Collins discussed that an area plan is a policy statement that does not change zoning. Ms. Dornfeld spoke relating to not approving a plan just because it meets the density requirement in the Plan; and, the Plan amendment process. Councilmember Collins spoke relating to zoning in the east valley being competitive and used to attract business to come there; and, expressing a policy in a plan document was a way of attracting businesses.

Ms. Dornfeld continued the presentation and addressed the Steering Committee's role, with information from the Law and Justice Foundation. The most important role is to ensure that the project is successful – that it goes through the steps it was meant to go through and provides the information that it was meant to. The goal is to give the Council the information to make the decision to update or not update the Plan. The Steering Committee's role is to guide the project from start to finish; give information and history on topics; provide input on the process and strategies; and, review and comment on project product. The typical composition of the Steering Committee is stakeholders, such as residents, business owners, people working from homes, and non-profit agencies.

Councilmember Collins spoke relating to not having a public participation plan and asked if people who operate businesses without living in the Town can participate. Ms. Bigelow responded that the Town Code says that non-residents can participate but not vote. In response to Councilmember Collins, Ms. Bigelow stated that there are two choices allowed by the Town Code: Council Subcommittees and Citizen Committees.

Ms. Dornfeld continued the presentation and discussed expectations of Steering Committee members, including: understanding that the Plan is not being developed, but rather the current Plan is looked at with questions asked about how to move forward; understanding why it is important to them; being genuinely interested in the project and its outcomes; and, being a project advocate by doing what they can to promote it.

Ms. Dornfeld continued the presentation and discussed best practices for a Plan Update, including engaging the community for community support; thinking about what is changing in the world; communicating effectively and making the Plan available to the community; thinking big; and, considering what is possible in the short, mid, and long term. Ms. Dornfeld spoke relating to making sure all generations and under-represented populations are involved; and, providing multiple opportunities and avenues for public participation.

Councilmember Collins spoke relating to community engagement and community concerns about an electronic survey; Ms. Dornfeld responded that electronic is not the only venue and suggested printing the survey and making it available throughout the Town, such as in the newspaper. Councilmember Hughes asked if people can write what they want and bring it in to the Town Manager; Ms. Dornfeld confirmed, and suggested that the Steering Committee include on the agenda an area for people to leave comments.

Ms. Dornfeld continued the presentation and discussed trends, including: demographics such as the impact of the millennial generation and rapid aging; mobility and the impact of companies such as Uber and Lyft, self-driving cars and car ownership declining; economics, such as working from home and the need to be wired

and have good wireless communications; climate, including water availability; and, health, including making the community more walkable, accessible, and how to provide more parks.

Mayor Nolan spoke relating to demographics and doing a survey to know what the Town has; Ms. Dornfeld responded that she will contact Yavapai County to see what projections are available and spoke to techniques that PLAN*et uses for demographics. Mayor Nolan spoke relating to having previously suggested a demographic study for the area and Council having decided to wait for the census.

Councilmember Collins spoke relating to the Housing Element and the state statute relating to it; and, people in Town living comfortably. Ms. Dornfeld responded that the elimination of substandard housing conditions, as outlined in the state statute, relates to housing affordability; it provides an idea of how much of the community is spending more than 60% of their income on housing, and may give ideas, such as working on more affordable housing or other housing types like tiny homes. Councilmember Collins spoke relating to the Zoning Code having exclusionary zoning, such as site-built homes and not allowing a lower square-footage; and, having banned small single-wide trailers. Ms. Dornfeld responded relating to possibly having a policy to examine strategies to encourage affordable housing; and, that annual reports on Plan implementation are required by state law.

Councilmember Collins spoke relating to accessibility of the Plan, and references to it being in digital format; and, Queen Creek's digital plan not being readable. Ms. Dornfeld responded that Queen Creek has a printed Executive Summary and did not want a printed Plan; and, the Town can have a PDF copy of the Plan. Councilmember Collins spoke relating to wanting to see the Plan be in plain English, with more technical terms in parenthesis. Ms. Dornfeld spoke relating to plans now including things like "Our Community", which may include land use; and, that as long as the intent is met, it is ok.

Mayor Nolan spoke relating to people becoming more computer-literate, and asked if individuals could go to the Library or come to Town Hall to review the General Plan; Ms. Dornfeld confirmed that is possible.

In response to Councilmember Hughes, Ms. Dornfeld addressed different ways in which jurisdictions address Steering Committees, including putting out a call for applications; not having a Steering Committee; following a formal application and appointment process; and, using P&Z.

Gary Mortimer spoke and asked about residents being opposed to a big box store going into the Town but supporting it if it is moved to the edge of Town; and, how to align water availability with future growth. Ms. Dornfeld responded that state statute allows the option of a Water Element, to identify to how to provide water for development; and, that the policies of the Plan can give decision-making guidance, such as stating the complexion of the desired commercial and designating an area where a big box would be acceptable.

Councilmember Collins spoke relating to needing to update the water services element and map in the Plan, which shows two private water companies without geographic information; and, not overlooking a historic piece in the Plan Update. Ms. Dornfeld responded that a Historic Element could be added.

B. Discussion about updating the Land Use Element or developing a South Dewey-Humboldt Area Plan prior to the General Plan Update due to the risk of losing the opportunity of attracting commercial users in the area to the south of 3rd Street by waiting for the General Plan Update (CAARF – Councilmember Collins)

Councilmember Collins stated that if the General Plan Update takes three years due to funding, an Area Plan may be better; and, an article in the newspaper stating that Win-Co is looking to come to the area. Councilmember Collins discussed the possibility of looking at establishing a set of uses to include in an Area Plan, so that the Town has a policy statement in place that says the Town is open to commercial development.

Mayor Nolan and Councilmember Collins discussed General Plan amendments; a reputation for not wanting progress; this being a policy statement rather than a rezoning; that property owners can go through the process to rezone their property; and, while this would not be a rezoning, it would be a policy saying that the Town is interested in exploring options. Councilmember Collins spoke relating to there being five or six parcels and 200 acres of land; and, of trying to find a way of getting the Town into position to attract money into the Town.

Councilmember Collins distributed maps showing the area and spoke relating to the number of people coming through the Town; and, possibly helping to rebuild the downtown area if people are looking to invest.

Councilmember Wendt requested more information, such as maps, be included with the CAARF and that staff be asked to help if needed, and spoke relating to not having enough information to research and study before the meeting.

Mayor Nolan noted that property owner William Lacey is present. Mr. Lacey spoke relating to his property,

including: property is 87 acres; the history of how the property was designated 70,000 square foot residential while around it is commercial; and, asked Council to consider including some commercial and some community core in the proposed use of the property. He also spoke relating to it being appropriate for a grocery store; previous discussions with Kroger about a store; there not being a lot of places along Highway 69 for a grocery store; and, the Town's amendment process, being expensive and complicated. He also spoke relating to interest in RV Parks; and, different things that can be done to generate tax revenue and fit in with the Town.

Mayor Nolan spoke relating to there being industrial and a sewage treatment plant in the area. Mr. Lacey spoke relating to there being an auction house and the northeast corner of the property being in the Humboldt Water Company franchise area.

In response to Councilmember Wendt, Mr. Lacey clarified that he is trying to change the proposed usage in the General Plan; discussed previous discussions with Kroger; and, stated that the Council at the time did not support growth. Mayor Nolan spoke relating to having spoken with Yavapai College, who learned from Kroger that they do not want to develop new stores in the area. Councilmember Wendt spoke relating to having worked for Kroger; Kroger taking population into consideration; there not being the demographics for a store; and, understanding Mr. Lacey's wish to have something in the General Plan. Councilmember Wendt also spoke relating to the Town being in the process of the General Plan Update; not rushing into a change now; and, infrastructure, water and a road system being important for a company coming in.

Mr. Lacey spoke relating to wanting to do something more in line with what the Town is. Councilmember Wendt spoke relating to doing this at the same time that the General Plan is developed. Mr. Lacey responded that he just wants Council to consider giving the property the proposed use in the future with the new General Plan.

Councilmember Collins spoke relating to not having spoken with Mr. Lacey previously; looking at shortfalls; and, that anything along State Route 69 wanting to be commercial should be allowed.

Councilmember Wendt suggested Mr. Lacey consider sitting on the General Plan Steering Committee.

Gary Mortimer spoke relating to there being nothing stopping a grocery store from approaching a landowner or staff if they want to come in; this would give staff direction to accommodate if a store such as Wal-Mart wants to come to Town; and, if someone wants to come in and build, the Town's first answer should be yes.

C. Discussion relating to the process for establishing an ordinance and obtain Council feedback on the provisions of a proposed Council policy to follow in developing text amendments to the Zoning Ordinances and other ordinances (CAARF – Mayor Nolan; Staff CC)

Mayor Nolan introduced the item, noted that the Town needs a process as the current practice is not working, and read the staff recommended outline for a new process, including: Council brings in a CAARF to identify an issue or area of concern; staff places the CAARF on a future Regular Council Meeting agenda, along with staff's recommendation; Council voting to refer the matter to staff, or to take no action; if moved forward, staff will revise and finalize a text amendment; and, the public hearing process for the Planning and Zoning Advisory Commission ("P&Z") and Council. Mayor Nolan spoke relating to the current practice taking too much time.

Ed Hanks, Town Manager, spoke relating to the current practice taking longer than it should as items are referred to P&Z and back to Council; the number of steps involved; and, that staff would like to put together a policy.

Councilmember Wendt spoke relating to including other processes in the policy; and, time being wasted by going back and forth.

Mr. Hanks summarized that staff will set up a policy and add other similar items in to the policy.

5. Adjourn.

The meeting was adjourned at 8:13 p.m.

Terry Nolan, Mayor

ATTEST: _____
Timothy A. Mattix, Town Clerk

**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
FEBRUARY 18, 2020, 6:30 P.M.**

A REGULAR COUNCIL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, FEBRUARY 18, 2020, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order** Mayor Nolan called the meeting to order at 6:30 p.m.
2. **Roll Call** Town Councilmembers Karen Brooks, Lynn Collins, Victoria Wendt, Vice Mayor Amy Lance and Mayor Terry Nolan were present. Councilmember John Hughes was excused, and Councilmember Mark McBrady was absent.
3. **Pledge of Allegiance** Mayor Nolan led the Pledge.
4. **Invocation** Given by Vice Mayor Lance.
5. **Announcements regarding Town Current Events; Guests; Appointments; and Proclamations**
Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action. Pursuant to the Arizona Open Meeting Law, the Town Council may present a brief summary of current events; however, the Council may not discuss, deliberate, or take legal action on any matter in the summary.

Councilmember Wendt noted that there is a Firewise meeting on February 19, 2020 at 6:30 p.m. at Town Hall.

A. Council announcements about outside meetings and committees

Mayor Nolan attended a meeting on Wednesday, February 12, 2020, with the Governor regarding the state budget; Mayor Nolan was the only attendee from the Town, while Prescott Valley and Prescott had all of their Councilmembers and Town Managers present. He also attended a meeting about the 2045 Transportation Plan.

Vice Mayor Lance and Mayor Nolan discussed the Governor's meeting being during the day and some Councilmembers being unable to attend.

B. Presentation and discussion with Kimberly Robinson, United States Census Partnership Specialist, on the 2020 Census. Topics include when the Census will open, who is counted, deadlines, and Frequently Asked Questions.

Ed Hanks, Town Manager, stated that Ms. Robinson notified staff earlier in the day that she had a last-minute conflict and was unable to attend tonight's meeting.

6. **Public Comment on Non-agendized items** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. According to the Arizona Open Meeting Law, Councilmembers may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A **3 minute** per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

Mike Donovan spoke relating to the International Wildland-Urban Interface Code and Prescott continuing to use the Code; Bob Betts, Prescott Area Wildland Urban Interface Commission ("PAWUIC") recommending anyone within the Wildland Urban Interface to adopt the code; the availability of full agenda packets online; and, requested that Council invite the Central Arizona Fire and Medical Authority (CAFMA) to talk about fire and weeds in the community.

Leigh Cluff spoke and thanked Mr. Donovan for the signage provided by Firewise; thanked staff; and, spoke of a new business in the Town providing dance lessons.

7. **Consent Agenda** All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

A. Approval of Minutes of December 17, 2019 Regular Meeting

B. Approval of Minutes of January 7, 2020 Regular Meeting

Councilmember Brooks moved to accept the Consent Agenda minutes of December 17, 2019 and January 7, 2020; seconded by Councilmember Wendt. Motion passed on a voice vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – excused; CM McBrady – absent; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

- 8. Town Manager's Report** Update on Current Events. The Town Council may ask clarifying questions about any item listed on the agenda under Town Manager's Report, or ask that any item listed on the agenda under Town Manager's Report be placed on a future agenda for Council deliberation and action. No legal action will be taken on items listed under Town Manager's Report. From time to time, as authorized by A.R.S. § 38-431.02(K), the Town Manager may present a brief summary of a current event that, due to its timeliness, is not listed on the agenda. In such cases, the Town Council shall not propose, discuss, deliberate or take legal action on the matter.

A. Town Manager's Report on Town Staffing – Public Works

Mr. Hanks reported that Jade Peddie will start with the Public Works Department on February 25, 2020.

- 9. General Business** Discussion and possible legal action may be taken. Agenda language may vary from that in CAARFs for Open Meeting Law purposes.

A. Discussion and possible action relating to the Planning and Zoning Advisory Commission's ("P&Z") recommendation about establishing a low-intensity, neighborhood-friendly new zoning classification for commercial zoning in residential neighborhoods. P&Z recommended to utilize the existing C-1 district until after the General Plan Update is complete and a re-write of the Zoning Ordinance can be undertaken, with amendments being proposed to the existing C-1 district if circumstances warrant (Staff CC)

Mr. Hanks noted that on October 15, 2019, the Council referred this item to P&Z. The Town has the C-1 zoning district; if circumstances warrant amendment prior to the General Plan Update, P&Z recommends that the C-1 zoning be amended. P&Z recommends that no action be taken at this time and that the General Plan be completed prior to Zoning Code updates.

Councilmember Collins spoke relating to trying to start this item due to people who live in the Foothill area, who have concerns about the existing strip of commercial zoning along Highway 169; the people not wanting multi-family apartments or hotels in the area due to traffic; the current General Plan's Land Use Element saying to stress compatibility among adjacent land uses; and, to do that, the Town needing a district that can be used as a buffer zone, that does not include hotels and motels. She also spoke relating to C-1 including hotels, motels and apartments; the Planning and Zoning Handbook saying that the way to handle conflicting zoning is through using less intense uses such as churches and offices as buffer zones; if the Town doesn't adopt a buffer zone classification that is less intense, it can't be planned for during the General Plan Update; and, in the Zoning Code, apartments are in the R-2 zoning district and carried through the rest of the zoning classes of commercial. She also spoke relating downzoning; the Planning and Zoning Handbook allows downzoning of vacant land to correct inappropriate zoning if no vested right is in the zoning classification; and, people who buy houses are entitled to protect their investment.

In response to Vice Mayor Lance, Councilmember Collins clarified that this item would be to create it in writing so that it can be used, rather than to set a location. Councilmember Collins spoke relating to the 200-foot strip of land zoned as commercial along Highway 169; P&Z considering making the entire parcel commercial; and, this being a way to avoid conflict in neighborhoods and a way to help people trust government.

Vice Mayor Lance spoke relating to a problem being that whether the Zoning Code or the General Plan is done first, they won't match each other. She also spoke relating to whether this benefits the whole Town or just specific areas; and, that across the street along Highway 169 there will be an apartment complex, leaving a small buffer.

Councilmember Collins spoke relating to P&Z's consensus being to change the whole parcel so that it is C-2; having a buffer zone category can be used as a tool to avoid conflicts between neighborhoods and intense commercial development; having a buffer zone in place to be used as a planning process during the General Plan Update; it also being useful in other areas, such as at Kachina and Montezuma; and, it being a lower-intense use such as restaurants or what was done along Main Street.

Councilmember Brooks spoke relating to previous comments made by Kay Bigelow, Town Attorney, relating to planning and zoning being two separate entities; having neighborhood-friendly zoning at the property at Highway 69, south of Doctor Sankar; doctor's offices, beauty/barber shops and other businesses that would not be open from 6:00 a.m. to midnight; using this to stage from a high-intense use to medium use to residential, rather than block wall sound barriers; and, getting more definitions and refining it so somebody looking to open a business in the area would find it easier to work through.

Vice Mayor Lance asked if the area is not allowed to have doctors and dentists; Councilmember Brooks responded that the properties are residential, but the owner can come in to rezone it; zoning not changing by this; if a rezoning was approved by the Town it would continue at the same usage and tax base until it changes; this spelling out that the Town is open to multiple businesses; and, the C-1 zoning district being very broad.

Councilmember Collins spoke relating to all commercial zoning currently in place allowing apartments, hotels and motels; paying higher prices for the land because multi-family uses can be put in as the highest and best use; service-level uses such as doctors and dentists being pushed out because that much money won't be paid for a lower class of use to go in; and, there being no room for those services to exist because everything is zoned at a high-intensity use. She also spoke relating to there being 188 acres of commercially-zoned land in the Town, which would allow apartments; and, there being a need for service-level commercial that people need access to without going into Prescott Valley. She also spoke relating to Yavapai County saying 3-6% of the people in the Town don't have cars; local services being needed; and, needing to create a place for them by designating a district that doesn't have the higher-end uses. Mayor Nolan and Councilmember Collins discussed how people without cars get around, with some being unable to.

Ms. Bigelow spoke relating to the concepts of proper buffering of uses being well-lined out in the General Plan; and, suggested that a clip of this section of the meeting be provided to Leslie Dornfeld, PLAN*et Communities. Ms. Bigelow also spoke relating to these being land use policies that could go into the General Plan and then be pulled into the Zoning Code after the General Plan Update.

Councilmember Wendt spoke relating to the timing of bringing this in when the General Plan is being discussed; looking at the Zoning Code after the General Plan Update; and, P&Z recommending to address it after the General Plan Update.

Vice Mayor Lance asked if the Town Attorney sees a problem with waiting until the General Plan Update, or introducing it prior to the General Plan Update. Ms. Bigelow responded that nothing currently in the Zoning Code would stop the Town from being able to tell apartments that they need to buffer the surrounding neighborhoods; and, putting this in the General Plan as a policy for land use implementation would strengthen the zoning code later on. Vice Mayor Lance asked that, if this is written into the General Plan before the codes are updated, if somebody would be able to put the apartment complex up before a new buffer zone was codified; Ms. Bigelow confirmed that there is a chance of that happening and spoke relating to Council having to make the broader plan, in the General Plan, and then implement the tools that have been planned for.

Councilmember Wendt spoke relating to not rushing the process through without thoroughly thinking it out; P&Z's recommendation to wait; being sorry later if something is pushed through too quickly; and, asked if there have been any applications for apartment buildings in C-1 zoning in the Town. Mr. Hanks responded that there have not.

Councilmember Collins spoke relating to people being upset when the C-2 zoning along Highway 169 is widened to the whole parcel; people being worried about apartments going in; this item being to put a tool in the toolbox; and, people not believing it if the Town says buffer class zoning will be done eventually.

Councilmember Wendt moved to accept the recommendation of the Planning and Zoning Advisory Commission and to hold off until after the General Plan update; seconded by Mayor Nolan.

Vice Mayor Lance and Mayor Nolan discussed zoning and the General Plan.

Councilmember Collins spoke relating to the building codes being revised and a change relating to increasing townhomes from two- to three-story. Mayor Nolan and Councilmember Collins discussed building height, three-story homes in the Town, and basement entries. In response to Vice Mayor Lance, Mr. Hanks confirmed that he is not aware of any that were built recently. Councilmember Collins and Mayor Nolan continued discussing the proposed building code change and height restrictions that are in place.

Councilmember Brooks spoke relating to taking the advice of the Town Attorney and called the question. The motion to call the question passed on a voice vote 4-1. CM Brooks – aye; CM Collins – nay; CM Hughes – excused; CM McBrady – absent; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

The motion to accept the recommendation of P&Z passed on a roll call vote 3-2. CM Brooks – aye; CM Collins – nay; CM Hughes – excused; CM McBrady – absent; CM Wendt – aye; VM Lance – nay; Mayor Nolan – aye.

B. Discussion and possible action relating to proceeding with the new Town Hall building, to be located at 12938 East Main Street. Topics for discussion and possible action include (Staff CC):

- **Consideration of responses received to the Architectural Design Services Request for Proposals from Headwaters Architecture, P.C. and Michael Taylor Architects, Inc., or to direct staff to prepare and issue a new Request for Proposals for Architectural Design Services specifically for one steel building;**
- **Consideration of direction to prepare and issue a Request for Proposals for a Steel Building for Town hall;**

- **Consideration of pursuing a loan through the United States Department of Agriculture for costs associated with the purchase/construction of the new Town Hall.**

Mr. Hanks noted that the all-in-one steel building company the Town was working with had become non-responsive; earlier, the Town issued a Request for Proposals (“RFP”) for architectural design services and received two responses; the RFP did not specify steel buildings and was for two buildings, for future growth, rather than one. Mr. Hanks stated that staff could issue another RFP specifying a steel building, or bring back the RFP responses and make a selection based on those. In response to Councilmember Brooks, Mr. Hanks clarified that an RFP had been issued, with responses from Headwaters Architecture, P.C. and Michael Taylor Architects, Inc.

Mayor Nolan spoke relating to supporting a new advertisement; Mr. Hanks responded that the new RFP would be more specific with what the Town is looking at and would include the Council-approved floorplan.

Councilmember Wendt spoke relating to going with the option to issue a new RFP that is more specific and that would provide for the architect to provide project management services.

Councilmember Wendt moved to reject the responses to the RFP and resolicit the RFP for the architect to provide project management services and with the requirement that the deliverable product is to be one steel building; seconded by Councilmember Brooks. Motion passed on a voice vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – excused; CM McBrady – absent; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

Mr. Hanks stated that he had met with Jeff Hays with the United States Department of Agriculture (“USDA”) regarding loans and grants that are available; the loans currently are 2.75%, while the earnings on the Town’s reserves are averaging over 3%. Staff is seeking authorization to start going through some of the steps to get more details on the loan, and return to Council with more information for Council to make a decision going forward.

Councilmember Wendt spoke relating to supporting the idea; and it being a good interest rate.

Councilmember Wendt moved to authorize staff to take all actions necessary in order to apply for a loan through the USDA; once all terms and conditions are known, to bring it back to Council; seconded by Councilmember Brooks.

Mayor Nolan asked if the Town will need to go out to the public for approval; Ms. Bigelow responded that it depends on the form of security that is wanted. Ms. Bigelow suggested seeing what the USDA proposes, and staff working out the question with the financial expert whose contract will be discussed at tonight’s meeting. Mayor Nolan spoke relating to it being more than \$5,000 and needing to go out for bid; Ms. Bigelow responded relating to there being some requirements for some types of bonds to go out for a vote. Vice Mayor Lance asked about going out for a bid; Mayor Nolan responded that anything over \$5,000 has to go out for a bid, and that there may need to be a bond that would need to go to a vote depending on the dollar amount.

Vice Mayor Lance called the question. The motion passed on a voice vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – excused; CM McBrady – absent; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

The motion to authorize staff relating to the USDA loan passed on a roll call vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – excused; CM McBrady – absent; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

C. Discussion and possible action to adopt Resolution No. 20-139, formally ratifying the June 5, 2018 approval of the 2018 Yavapai County Hazard Mitigation Plan (Staff CC)

Mr. Hanks stated that staff received a phone call from Yavapai County Flood Control, who is working on the biannual review and audit for the Town’s insurance rating; in 2018, the Yavapai County Multi-Jurisdictional Hazard Mitigation Plan was unanimously approved by Council, but was not adopted by resolution. Staff is asking that it be approved by resolution to ensure the Town does not lose FEMA funding or risk an insurance increase.

Councilmember Wendt expressed appreciation that this was caught before it impacted the insurance.

Councilmember Wendt moved to adopt Resolution No. 20-139, ratifying the June 5, 2018 approval of the 2018 Yavapai County Multi-Jurisdictional Hazard Mitigation Plan; seconded by Councilmember Brooks. Motion passed on a voice vote 5-0. CM Brooks – aye; CM Collins – aye; CM Hughes – excused; CM McBrady – absent; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

D. Discussion and possible action to accept the Scope of Work from Pat Walker Consulting to perform the duties associated with the part-time Finance Manager position, and to authorize the Town Manager to execute the Scope of Work and take all other steps necessary to hire Pat Walker

Consulting (Staff CC)

Mr. Hanks stated that staff attempted to fill the part-time Finance Manager for several months without success; staff spoke with two consultants; Ms. Walker teaches classes for the Government Finance Office and is well-known and respected; and, Ms. Walker also has experience with Human Resources and Risk Management. Mr. Hanks also spoke relating to it being more expensive up front, while going forward, it will be less expensive than a part-time position.

Vice Mayor Lance moved to approve the scope of work from Pat Walker Consulting to perform the duties associated with the part-time Finance Manager, to authorize the Town Manager to execute the Scope of Work and to take all steps necessary to hire Pat Walker Consulting; seconded by Councilmember Brooks.

Mayor Nolan spoke relating to his review showing Ms. Walker has only been in business eight years, has two clients and only makes \$54,000; he has heard she does classes at the League of Arizona Cities and Towns and she gets paid for those; and, asked if she knows Caselle. Mr. Hanks responded that she is very familiar with it, and has indicated that since the Town has Caselle, she can do a portion of the work remotely, saving travel time.

Councilmember Wendt spoke relating to having heard Ms. Walker several times at classes; Ms. Walker being an expert in Risk Management; and, that while there will be the initial expense, the Town will benefit.

Motion passed on a roll call vote 4-1. CM Brooks – aye; CM Collins – aye; CM Hughes – excused; CM McBrady – absent; CM Wendt – aye; VM Lance – aye; Mayor Nolan – nay.

10. Consideration of additional Special Session(s) Whether to hold and, if so, set the date

Vice Mayor Lance reminded everyone of the Special Meeting scheduled for February 25, 2020; Mr. Hanks confirmed that the property management code and fee tables will be on the agenda, which will be posted and distributed soon.

11. Adjourn The meeting adjourned at 7:41 p.m.

Terry Nolan, Mayor

ATTEST: _____
Timothy A. Mattix, Town Clerk

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
SPECIAL COUNCIL MEETING MINUTES
FEBRUARY 25, 2020, 6:30 P.M.**

A SPECIAL COUNCIL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON WEDNESDAY, FEBRUARY 25, 2020, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order** Mayor Nolan called the meeting to order at 6:30 p.m.
2. **Roll Call** Town Councilmembers Karen Brooks, Lynn Collins, John Hughes, Mark McBrady, Victoria Wendt, Vice Mayor Amy Lance and Mayor Terry Nolan were present.
3. **Public Comment on Non-agendized items** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. According to the Arizona Open Meeting Law, Councilmembers may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A **3 minute** per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

Councilmember Hughes announced the Dewey-Humboldt Historical Society's Evening with Cowboy Poetry on February 29, 2020 at 6:30 p.m. at Little Dealer, Little Prices.

4. **Special Meeting.** Legal action may be taken.
 - A. **Overview, discussion and possible direction to staff relating to draft 2018 International Property Maintenance Code** (Staff CC)

Ed Hanks, Town Manager, provided background information on what was discussed and decided at the January 8, 2020 Special Council Meeting relating to the 2018 International Property Maintenance Code ("IPMC"). Staff is seeking Council direction on Section 302.4 of the IPMC, Weeds. As currently worded, it includes a greater than 12" in height and cleared within 30' of any structure and is how Yavapai County worded the section. In response to Council questions, legal advice was provided separately to Council regarding the requirement for three written complaints. Mr. Hanks also noted that staff received public comment and provided it to Council.

Councilmember Wendt spoke relating to three choices for Council: 1) to leave as-is three complaints within 300'; 2) to remove the three complaints within 300' feet requirement and re-write a warning and time allowance for complaints before charging the property owner with a violation; and, 3) remove completely Section 302.4.

Vice Mayor Lance spoke relating to her thought that the Town should not have this due to not being big enough for the restrictive set of rules.

Councilmember Collins spoke relating to Yavapai County having property maintenance codes since 1984 and no weed law before; the cost of keeping weeds down being prohibitive; and, concerns with other areas of the IPMC. She also spoke relating to the requirement to clear weeds within 30' of a structure and the Town Zoning Code calling a fence a structure.

Councilmember Brooks spoke relating to it not applying to vacant property, and vacant lots being a big issue in the Town; people living here making attempts to keep growth away from houses or down and maintaining to the best of their abilities; and, her preference to see a provision for vacant land instead of for people who have premises. She also asked about authorization to go on somebody's property to measure the thirty feet, and asked if property owners are liable for 30' beyond their property line. She also asked if there is any other place within the building codes where health and safety is covered; in response, Don Roberts, Building Official, stated that it is not.

Councilmember Collins held up a map showing vacant properties and spoke relating to not seeing a way to enforce a weed code against absentee owners on a vacant property; nobody wanting to do an abatement and lien; and, there being a referendum if there is an abatement and lien.

Councilmember Hughes moved to remove the International Property Maintenance Code altogether and move on from there; seconded by Vice Mayor Lance.

Darrell Wyatt spoke relating to living on a hillside lot and the slope creating a problem for mowing or removing weed growth; and, the cost of trying to maintain the slope sides and being on a fixed income.

Mike Donovan spoke relating to two reasons to not want weeds being what they do to a person's yard, and that they endanger the yard from fire; people not endangering their neighbor's home; being able to have recourse if what is being done is affecting his safety or the value of his home; the original IPMC having nothing about the 30' around the structure requirement; asked why two other neighbors are needed to file a complaint that something that endangers neighbors; and, spoke relating to giving everyone a choice to file a complaint.

Leigh Cluff spoke relating to people being able to complain, but this being about whether the Town will do anything; a neighboring property being an eyesore but not complaining; having Firewised her property and being asked to move extra on her property due to that property; people who are on walkers or canes and who can't afford to keep weeds down; it costing at least \$200 per month to keep weeds down, without covering all acreage; and, people who physically are unable to maintain the weeds.

Debbie Miller spoke relating to living in Prescott Valley though she has a Dewey zip code for personal reasons; people choosing to be on their properties; having to make decisions on how long to stay on the property and how much to leave on the property; the ignition area; these codes being implemented in almost every Town throughout the state; asked Councilmember Collins about the last fire and spoke about the Goodwin fire and evacuating out of Blue Hills. Ms. Miller also spoke relating to a recent fire that took out two acres in fifteen minutes; nothing having been put in place previously, whether under the County or the Town; the IPMC being a draft; and, being hypocritical as the Town just donated to the Prescott Area Wildland Urban Interface Commission.

Ron Miller spoke relating to grass being a fuel that runs and feeds everything else around it and leading to a major fire; Firewise meetings held monthly; listening to the experts from Fire agencies; Council making decisions that jeopardize the community; Council being elected to protect and support the community; and, a disaster in the Upper Blue Hills if a fire comes through due to ranches with horses.

Councilmember Wendt expressed appreciation for citizen participation and efforts to save the Town in the event of a wildfire; and, differing opinions on Council and those in the community who want to be left alone.

Councilmember Collins spoke relating to making sure people are ready to get out, if needed, every day; how quickly grass fires move and there being nothing to do except get out of the way as quickly as possible; passing a law that nobody wants resulting in a referendum; the 30' requirement and a six-inch weed height being in the County IPMC; people taking care of what is happening around their own property; and, that the three complaint issue is to get away from people being attacked with the Zoning Code.

Vice Mayor Lance called the question. The motion passed on a voice vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

The motion to remove the IPMC passed on a roll call vote 6-1. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – nay; VM Lance – aye; Mayor Nolan – aye.

B. Overview, discussion and possible direction to staff relating to the updated Building Valuation Table and Fee Schedule, including fee amounts, and to prepare an ordinance codifying the fees
(Staff CC)

Mr. Hanks stated that staff presented comparable fees for the same size structure throughout the County; the Town's fees are the lowest. If Council is ok with the fees, staff is seeking direction to work with the Town Attorney to codify the fees and clean the Town Code up to consolidate fees onto one chart. In response to Councilmember Hughes, Mr. Hanks confirmed that staff would also list the pricing.

Councilmember Collins asked about the existing fee schedule indicating "per Yavapai County Schedule pass-through fees"; Mr. Hanks confirmed that the Town no longer uses Yavapai County and this will be part of what is cleaned up. Councilmember Collins also asked how much a demolition permit costs; Mr. Roberts responded that it is \$250. Councilmember Collins spoke relating to the \$15 fee to verify setbacks on 400 square-foot accessory structures; and, the fee for setback verification and for demolition being different, and people not being able to afford the higher fee.

Vice Mayor Lance asked if a permit is required for a 400-foot building; Mr. Hanks clarified that no building permit is required but a zoning clearance is. Vice Mayor Lance spoke relating to charging \$15 for the zoning clearance, and \$250 to remove it; Mr. Roberts clarified that the demolition permit is mostly a habitable structure for which taxes are being paid. Vice Mayor Lance spoke relating to a past case where someone removed a dilapidated tin shed without a permit, were fined, and had to pay the demolition fee; and, the \$250 fee being too high.

Councilmember Brooks asked how the Town can charge the "ROW Access – Roadway access (multiple parcels accessing right-of-way via non-Town owned roadway)" as the Town doesn't own the road. Kay Bigelow, Town Attorney, responded that the fee may be for plan review. Councilmember Hughes spoke relating to a scenario

along Powerline Road where it wouldn't be the case; the wording needing to be changed in order to charge the fee, such as for a culvert installation; and, there being no way to charge the fee the way it's currently worded.

Councilmember Collins asked if there is a different fee for a non-habitable structure demolition. Mr. Roberts responded that he has never seen or issued a permit in this scenario; and, for a demolition on a residential building, Town staff takes pictures and notifies the Yavapai County Assessor's Office that the structure has been demolished so that people are no longer taxed for it. Mr. Roberts also spoke relating to the \$15 zoning clearance; the staff time involved and the reasons why it takes that time; and, the Town spending more than \$15 in gas and labor on zoning clearances.

Councilmember McBrady spoke relating to the fees being in line with the samples; other jurisdictions' fees being higher only due to impact fees and the impact fees charged by each; the Town having looked at impact fees in the past and chose not to pursue it; and, with impact fees removed, the fees are right in line. Mr. Roberts clarified that Prescott Valley and Prescott charge an additional fee for plan review and inspections, between \$1,400 and \$2,000, that is not reflected in the Council agenda packet materials.

Vice Mayor Lance asked if anyone could suggest anything to work on with the demolition permit fee; and, discussed people having been charged a demolition permit fee and were also penalized for taking it down without a permit. Mr. Hanks responded that staff can look at breaking out the fee based on habitable and non-habitable.

Councilmember Brooks spoke relating to there not being a listing for demolishing a livable structure on the fee chart; and, adding a line item for a demolition and plan review for a shed. Councilmember Brooks and Councilmember Hughes discussed how the demolition fees for livable and non-livable structures could be listed in the fee schedule, including keeping demolition fees in the same spot, with livable and non-livable underneath. Mr. Hanks confirmed that staff wants to clean up the fee schedule and make it more user-friendly.

Mike Donovan spoke and suggested that rather than livable and non-livable, the fees could be broken out as having or not having utilities.

Mayor Nolan spoke relating to people living in sheds without utilities.

Councilmember Hughes moved to send it to the staff to draw up what Council discussed and bring it back as a draft; seconded by Vice Mayor Lance.

Vice Mayor Lance spoke relating to people having utilities in barns for animals, such as electricity and water; Mr. Roberts responded that staff will look at what is called livable, such as if it has a kitchen or bathroom.

The motion passed on a roll call vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

5. Consideration of additional Special Session(s) Whether to hold and, if so, set the date.

In response to Vice Mayor Lance, Mr. Hanks stated that, with the IPMC being removed, staff will make the change and bring back to Council at the March 3, 2020 Regular Meeting for Council to vote on content, where there would be no changes once the content is approved. Staff will work on fees and bring it back to a Study Session.

6. Adjourn The meeting adjourned at 7:21 p.m.

Terry Nolan, Mayor

ATTEST: _____
Timothy A. Mattix, Town Clerk

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**TOWN OF DEWEY-HUMBOLDT
TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
MARCH 3, 2020, 6:30 P.M.**

A REGULAR COUNCIL MEETING OF THE DEWEY-HUMBOLDT TOWN COUNCIL WAS HELD ON TUESDAY, MARCH 3, 2020, AT TOWN HALL AT 2735 S. STATE ROUTE 69, DEWEY-HUMBOLDT, ARIZONA. MAYOR TERRY NOLAN PRESIDED.

1. **Call To Order** Mayor Nolan called the meeting to order at 6:30 p.m.
2. **Roll Call** Town Councilmembers Karen Brooks, Lynn Collins, John Hughes, Victoria Wendt, Vice Mayor Amy Lance and Mayor Terry Nolan were present. Councilmember Mark McBrady arrived at 6:32 p.m.
3. **Pledge of Allegiance** Mayor Nolan led the Pledge.
4. **Invocation** Given by Vice Mayor Lance.
5. **Announcements regarding Town Current Events; Guests; Appointments; and Proclamations** Announcements of items brought to the attention of the Mayor not requiring legal action by the Council. Guest Presentations, Appointments, and Proclamations may require Council discussion and action. Pursuant to the Arizona Open Meeting Law, the Town Council may present a brief summary of current events; however, the Council may not discuss, deliberate, or take legal action on any matter in the summary.

A. Council announcements about outside meetings and committees

Councilmember Collins attended the Dewey-Humboldt Vision 2020 community meeting on March 1, 2020; they are planning on doing a community event on May 2, 2020 with a possible indoor yard sale.

Councilmember Brooks attended a Central Arizona Fire and Medical Authority (“CAFMA”) meeting on February 24, 2020, and a Northern Arizona Council of Governments (“NACOG”) meeting on February 27, 2020, and discussed information from the meetings. She announced that the Yavapai County Community Cleanup will be at the Camp Verde transfer station, 2600 East Highway 260, and will be open to Yavapai County residents at no charge on March 19, 20, 21, 26, 27, and 28, and April 2, 3, and 4.

B. Proclamation – declaring March 29, 2020 as Vietnam Veterans Day

Mayor Nolan read a proclamation declaring March 29, 2020 as Vietnam Veterans Day, and recognized veterans in the audience.

6. **Public Comment on Non-agendized items** The Council wishes to hear from Citizens at each meeting. Those wishing to address the Council need not request permission or give notice in advance. For the official record, individuals are asked to state their name. Public comments may appear on any video or audio record of this meeting. Please direct your comments to the Council. Individuals may address the Council on any issue within its jurisdiction. According to the Arizona Open Meeting Law, Councilmembers may respond to criticism made by those who have addressed the public body, may ask Town staff to review a matter, or may ask that a matter be put on a future agenda; however, Councilmembers are forbidden from discussing or taking legal action on matters raised during Public Comment unless the matters are properly noticed for discussion and legal action. A **3 minute** per speaker limit shall be imposed. Everyone is asked to please be courteous and silent while others are speaking.

Leigh Cluff spoke and thanked Julia and Glen Blomgren for the dance hall; and, thanked staff and Council for encouraging downtown.

Councilmember Brooks spoke relating to comments made at the February 25, 2020, Council Special Meeting about people pushing their own agenda; and, clarified that when she uses her property or previous interactions with the Town, it is for educational purposes and as an accurate example.

7. **Consent Agenda** All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

A. Approval of Minutes of January 8, 2020 Special Meeting

Councilmember Brooks moved to accept the Consent Agenda item as approved; seconded by Councilmember Hughes. Motion passed on a voice vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

8. **Town Manager’s Report** Update on Current Events. The Town Council may ask clarifying questions about any item listed on the agenda under Town Manager’s Report, or ask that any item listed on the agenda under Town Manager’s Report be placed on a future agenda for Council deliberation and action. No legal action will be taken on items listed under Town Manager’s Report. From time to time, as authorized by A.R.S. § 38-431.02(K), the Town Manager may present a brief summary of a current event that, due to its timeliness, is not listed on the agenda. In such cases, the Town Council shall not

propose, discuss, deliberate or take legal action on the matter.

A. Town Manager’s Report on the status of the new Town Hall building, to be located at 12938 East Main Street, including status of the Request for Proposals for Architectural Design and Project Management Services, and update on a potential loan through the United States Department of Agriculture

Ed Hanks, Town Manager, reported that on February 26, 2020, staff issued a Request for Proposals for architectural design and project management services; the formal bid opening will be held March 23, 2020; and, the responses will be brought to Council for review and acceptance on April 7, 2020. Staff has been working with the United States Department of Agriculture (“USDA”); the Town’s contact is Michael Dean; Mr. Hanks has spoken with Mr. Dean multiple times about the possible loan that the Town is looking at.

In response to Mayor Nolan, Mr. Hanks clarified that the USDA has a 2.75% interest rate on loans; the USDA offers grants for equipment and materials, but not for the building; and, the Town’s investment accounts are currently making more than the loan’s interest. No commitments will be made; staff will return to Council for the terms and conditions of the loan.

9. General Business Discussion and possible legal action may be taken. Agenda language may vary from that in CAARFs for Open Meeting Law purposes.

A. Discussion and possible action relating to the adoption and/or amendment of new Building Codes, to approve and finalize contents of amendments to the Building Codes, to direct the Town Attorney to prepare ordinances, resolutions and any documents necessary for Council to formally adopt the Building codes, and to provide direction to staff relating to the existing, 2012 International Property Maintenance Code provisions. The Building Codes for discussion and possible action include: 2018 Dewey-Humboldt Administrative Code, 2018 International Building code, 2018 International Residential One & Two Family Dwelling Code, 2018 International Plumbing Code, 2018 International Mechanical Code, 2018 International Fuel Gas Code, 2017 National Electrical Code, 2019 Grading Ordinance, 2018 International Existing Building Code, 2018 International Swimming Pool and Spa Code, and 2006 International Energy Conservation Code and the existing 2012 International Property Maintenance Code provisions (Staff CC)

Mr. Hanks introduced the item and noted that Council has reviewed the Building Codes at several Special Council Meetings; changes from those meetings are included; and, staff added in the 2012 International Property Maintenance Code (“IPMC”); as the 2018 IPMC was removed, and the 2012 IPMC could either be left or repealed.

Mayor Nolan asked if staff recommends keeping the 2012 IPMC; Mr. Hanks responded that there are aspects that would be good to keep. There are places in the codes that need to be updated to reference the 2012 IPMC.

Councilmember Collins spoke relating to placing the IPMC in the Zoning Code if it will be enforced by the Zoning Department; things in the 2012 IPMC that she would like to see addressed; and, wanting to have public involvement.

Councilmember Brooks spoke relating to not yet being ready to approve the Building Codes; and, her understanding that the amendments would be made and presented to Council again before voting.

Councilmember Brooks moved to take no action on this agenda item tonight; seconded by Councilmember Collins. Motion passed on a roll call vote 6-1. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – nay.

B. Discussion and possible action to approve the new Town Council Policy and Guideline, PG No. 20-04, Ordinance Preparation and Review Process (Staff CC)

Mr. Hanks noted that this item is a Town Council Policy that will establish a standard to follow to help move code changes along more quickly, without going back and forth between the Planning and Zoning Advisory Commission and the Council.

Mayor Nolan moved to approve it as presented; seconded by Councilmember Wendt. Motion passed on a voice vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

10. Executive Session

Kay Bigelow, Town Attorney, noted that the agenda indicates “the establishment of a policy governing such”; that should be taken out of the Executive Session agenda language as it is not part of the legal advice.

Mayor Nolan spoke relating to waiving the Attorney-Client Privilege (“Privilege”) so that Denise Rogers, editor of The Dewey-Humboldt Newsletter (“Newsletter”), may attend the Executive Session.

Vice Mayor Lance asked why it needs to be in Executive Session. Ms. Bigelow responded that she will give Council legal advice, which is normally done in Executive Session to keep the Privilege. Vice Mayor Lance asked how often members of the public are allowed in Executive Session; Ms. Bigelow responded that she does not know if it has been done, but that she thinks this would be the first time.

Mayor Nolan spoke relating to Executive Sessions normally not having a member of the public present; and, his thought that that she should be present as the Newsletter editor.

Councilmember Brooks spoke relating to adjourning into Executive Session to discuss the legal ramifications, and then returning for a public discussion with Ms. Rogers.

Councilmember Wendt asked if there can be an Executive Session where Council then comes back to discuss with the public. Ms. Bigelow responded that the legal advice would not be discussed with the public; item 11 will be for Council to discuss whether they want to have outside ads in the Newsletter; and, that the policy can be discussed, as well as what Council would like to do with it. Councilmember Wendt asked if it is possible to contact Ms. Rogers to see if she is on her way.

Councilmember Lance spoke relating to having an Executive Session, and then discussing it with Ms. Rogers and the public after the Executive Session.

Councilmember McBrady indicated that Ms. Rogers is on her way and will be here in about five minutes.

In response to Vice Mayor Lance, Ms. Bigelow noted that there will need to be a motion to waive the Privilege, with a majority vote to allow legal advice to be given without Privilege. Vice Mayor Lance spoke relating to making it open to the public if the Privilege will be waived.

Councilmember Brooks moved to go into Executive Session and discuss the legal ramifications of advertisement or not taking advertisements in Executive Session, come back out, and then have a public discussion, including the editor of the Newsletter; seconded by Vice Mayor Lance.

Councilmember Collins spoke relating to a previous Legal Opinion relating to advertising in the Newsletter; in response to Ms. Bigelow, Councilmember Collins noted that the legal opinion was released in 2012.

The motion to go into Executive Session passed on a roll call vote 4-3. CM Brooks – aye; CM Collins – nay; CM Hughes – aye; CM McBrady – nay; CM Wendt – aye; VM Lance – aye; Mayor Nolan – nay.

The Regular Meeting recessed at 6:56 p.m. for a five-minute break prior to Executive Session.

Vote to Recess to Executive Session

A. An Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for legal advice from the Town Attorney relating to advertising and public comment in Town media, including The Dewey-Humboldt Newsletter, and the establishment of a policy governing such

Close Executive Session/Reconvene Regular Meeting

The Regular Meeting reconvened at 7:28 p.m. All Councilmembers were present.

11. Direction to staff relating to establishing a policy governing advertising and public comment in Town Media, including The Dewey-Humboldt Newsletter (Staff CC)

Vice Mayor Lance requested Ms. Rogers give her thoughts on the matter, as well as the public.

Ms. Rogers spoke relating to her thought that the Town should advertise in the Newsletter; little businesses in the Town that would like to have some exposure; and, the Council deciding if it wants limits, such as for political advertising. Ms. Rogers also spoke relating to ad size, such as business card size or whole page ads; and, that she previously got permission to go to eight pages if necessary and the cost did not change much. Ms. Rogers also spoke relating to the expense being offset by ad cost; and, that there are other smaller newsletters that the Town could see what the going rate for advertising is.

Councilmember Brooks asked if it would be overwhelming if the Town accepted advertisements from Dewey-Humboldt businesses only. Ms. Rogers responded that initially, there would be time to get the kinks out; and, recurring items could be bumped to the next edition. Ms. Rogers also spoke relating to the Council determining if it will be limited to citizens and any limits on the kinds of ads to take.

Councilmember McBrady spoke relating to trying it and seeing what kind of response the Town gets for a three- or six-month period; and, some businesses possibly putting coupons in.

Councilmember Brooks asked if the Town will run into a headache from the northern boundary with Prescott

Valley and the businesses along Highway 69; Councilmember Hughes responded that it should be Town limits. Ms. Rogers suggested that if people pay for the ads, it could possibly spread out more into the community.

In response to Vice Mayor Lance, Mr. Hanks stated that the Newsletter is distributed in the Town, except along Highway 169, at White Horse Ranch where the route deliveries are not able to be broken out; additionally, people with a Dewey post office box would also receive it. Ms. Rogers stated that the distribution is based on carrier routes that pre-date the Town.

Vice Mayor Lance spoke relating to it being limited to Dewey-Humboldt businesses; not wanting the Newsletter to get out of control with things that are not Town-related, that could offend someone or become a problem for the editor or staff; and, supporting a business listing or doing a piece on businesses that want to be spotlighted.

Ms. Bigelow spoke relating to the discussion about ads being about both for-profit and non-profits; and, that the Town can't discriminate based on content, such as saying no to political ads from non-profits.

Leigh Cluff spoke relating to businesses like the Blue Hills Café, in Prescott Valley, while the owners live in the Town; and, asked if Town residents will get upset that they can't list their businesses that are outside of the Town.

Mayor Nolan moved to have staff draw up a policy concerning the newsletter and whether or not the Town is going to advertise, to get the policy started and then decide if the Town is going to advertise or not.

Mayor Nolan and Ms. Bigelow discussed non-profits possibly including something to offend everyone.

Councilmember Hughes asked to include in the policy that whoever the Town donates to is allowed to advertise in the Newsletter, and to give Council several options.

Councilmember Brooks seconded the motion. The motion passed on a voice vote 7-0. CM Brooks – aye; CM Collins – aye; CM Hughes – aye; CM McBrady – aye; CM Wendt – aye; VM Lance – aye; Mayor Nolan – aye.

12. Consideration of additional Special Session(s) Whether to hold and, if so, set the date

Council discussed scheduling a Special Meeting for Building Codes, the topics that will be covered at the meeting, Councilmembers providing questions to Mr. Hanks prior to the meeting, and various dates and availability.

After discussion, Council scheduled a Special Meeting on Tuesday, March 24, 2020 at 6:30 p.m. for the Building Codes.

13. Adjourn The meeting adjourned at 7:45 p.m.

Terry Nolan, Mayor

ATTEST: _____
Timothy A. Mattix, Town Clerk



CONSENT AGENDA ITEM OVERVIEW

Regular Council Meeting Date: **April 14, 2020**
Consent Agenda Item: **8.E.**

Submitted by Edward L. Hanks, Jr., Town Manager

Subject:

Consent Agenda Approval of a contract with Civiltec Engineering, Inc., for Civil Engineering for the Community Development Block Grant (CDBG) project entitled Hill Street Improvements.

Background:

At the February 4, 2020 Council meeting, Council authorized staff to negotiate a contract with Civiltec Engineering for the Hill Street Improvements CBDG project.

Staff has negotiated a contract with Civiltec Engineering for the project and is seeking formal Council approval of the contract.

Financial Impact:

The cost of the Civil Engineering contract is \$58,044.00. The Town received a CDBG grant in the amount of \$359,170 that will cover costs associated with this project.

Direction Requested:

Staff is seeking formal Council approval of the contract.

Suggested Motion:

For: I move to approve the contract for Civil Engineering with Civiltec Engineering, Inc., for the Community Development Block Grant project entitled Hill Street Improvements.

Against: I move to deny the contract with Civiltec Engineering for the Community Development Block Grant project entitled Hill Street Improvements.

Attachments:

Contract

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov

TOWN OF DEWEY-HUMBOLDT
CONTRACT FOR ENGINEERING SERVICES
CDBG Contract #101-20
Hill Street Improvements Project

THIS CONTRACT, entered into this 7th day of April, 2020, by and between the Town of Dewey-Humboldt, County of Yavapai, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor hereunto duly authorized, and Civiltec Engineering, Inc., (hereinafter called the "ENGINEER") acting herein by Richard Aldridge, Branch Manager, hereunto authorized.

WHEREAS, The TOWN is in need of certain engineering services for the purpose of designing sidewalk, curb and gutter improvements, as well as asphalt and road repair; and desires to implement such improvements under the general direction of the State of Arizona Department of Housing (ADOH), Community Development Block Grant Program, (CDBG) Contract #101-20; and

WHEREAS the ENGINEER has offered to perform the proposed work in accordance with the terms of this contract;

NOW, THEREFORE the parties do mutually agree as follows:

1. Scope of Services

The ENGINEER agrees to perform the work, as described in the Request for Qualification (RFQ) for the construction of sidewalk, curb and gutter improvements, drainage improvements, asphalt and road repair in the Town of Dewey-Humboldt on Humboldt Street and Hill Street, and drainage improvements on Kloss if funds allow, in a good and competent manner as specifically indicated in the ENGINEER 's Proposal dated March 5, 2020, and to the satisfaction of the TOWN or its designees. The terms of the above-referenced RFQ and the ENGINEER 's Submittal and Proposal are incorporated herein by reference and such items are made a part of this contract as if the same were set forth fully herein. In the event any incorporated term may be inconsistent with an express term of this contract, the latter shall prevail.

The ENGINEER agrees to provide all of the materials and services required by this contract, in a complete and acceptable form, as customarily provided according to professional standards for completion of the contract which shall include:

- Provide all professional and basic services necessary to produce all preliminary and final design plans and specifications in accordance with all town, county, state and federal codes and requirements.
- Work with grant administrator to assemble bid package including all ADOH requirements and bid specifications; submit the package for review by the TOWN and ADOH and make any necessary revisions to the bid package prior to publication of the notice to bid. Assist in preparation of the notice to bid.
- Provide engineering and/or surveying as required.
- Produce and provide paper copies and electronic copies of the bid package and plans for distribution during the bidding process as needed.
- Respond to contractors' questions during the bid period.
- Attend pre-bid and pre-construction conference in Dewey-Humboldt.
- Interpret plans and specifications for contractor.
- Review and make recommendation to the TOWN concerning contractor progress payments.
- Review and process contractor change orders and submit to the TOWN for approval.
- Provide all necessary interim and final inspections of contractor's work.
- Be available for advice and consultation to the TOWN during the life of the contract and during construction.
- Attend final walk through with the TOWN and provide project sign-off.
- Prepare record drawings of construction and submit two (2) full sets and two (2) electronic versions to the TOWN.
- If required, attend meetings of the Town Council.

2. Time of Performance

The services of the ENGINEER shall commence on the 17th day of March, 2020. In any event, services required and performed hereunder to produce preliminary and final design plans and specifications and preparation of the bid package shall be completed no later than July 31, 2020.

The schedule of work as submitted in the ENGINEER 's submittal dated March 5, 2020 is fully incorporated herein and, unless otherwise specified, shall be determined to be the time schedule negotiated between the parties for design and preparation of final plans and specifications.

The contract period for the remaining phases shall be controlled by the statutory bidding and award process, plus the construction contract performance period, plus fourteen (14) days for project

closeout. The date for final performance shall be extended by the number of days that governmental approval or review process prevent or delay performance, as jointly confirmed in writing by the parties' respective representatives. In addition to other claims and remedies provided herein, the ENGINEER shall be liable for the sum of one hundred dollars (\$100) as liquidated damages for each day by which the time of completion of the contract exceeds the period specified above.

3. Compensation and Method of Payment

The maximum amount of compensation to be paid hereunder shall not exceed \$58,044.00, and have a project budget of \$330,000 inclusive of design fees.

Fixed limits of construction costs are hereby established as a condition of this Contract. Should the lowest bona fide bid or negotiated proposal exceed the fixed limit of construction costs, the TOWN shall:

- a. give written approval of an increase in such fixed limit; or
- b. authorize rebidding or renegotiating of the project within a reasonable time; or
- c. cooperate in revising the scope and quality as required to reduce the construction costs. Should the TOWN proceed under this clause, the ENGINEER, without additional charge, shall modify the plans and specification, as necessary, to comply with the fixed limit.

Payment to the ENGINEER shall be based on satisfactory completion of identified milestones as set forth in the ENGINEER 's Submittal. Additional services as required and requested by the TOWN which are not listed in the ENGINEER's Submittal shall be charged in excess of the fee listed above, based on the schedule of charges included in the ENGINEER 's Submittal. Such additional services shall be requested in writing by the TOWN as approved by the Mayor and/or the Council as applicable.

Payment shall be made by the TOWN to the ENGINEER on the basis of monthly invoices which must include a detailed itemization of all work and materials included, copies of receipts or billings as requested and is subject to review and certification of the TOWN's authorized representative prior to payment.

4. Acceptance of Work

The TOWN or its designee shall have the right to reject all or any work products submitted under this contract which do not meet the required specification. In the event of any such rejection, the ENGINEER agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected.

5. Notices

All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. The designated recipient for such notices, invoices and payments are as follows:

To ENGINEER: Richard Aldridge
Civiltec Engineering, Inc.
2054 N. Willow Creek Road
Prescott, Arizona 86301
Phone-928-771-2376
Email: raldridge@civiltec.com

To TOWN: Jason Berg
Town of Dewey-Humboldt
2735 S. Hwy 69
Dewey-Humboldt, Arizona 86327
Phone-928-632-5411
[Email: jasonberg@dhaz.gov](mailto:jasonberg@dhaz.gov)

To GRANT ADMINISTRATOR:
Chloe Van Hoose
NACOG
1577 Plaza West Drive, Suite A4
Prescott, AZ 86303
Phone: (928) 445-0211
E-mail: cvanhoose@nacog.org

6. Insurance

The ENGINEER shall maintain various insurance policies in force during the term of the contract and shall provide certificate(s) of such insurance naming the TOWN as additional insured upon execution of this contract, providing not less than the following coverage:

- Workers' Compensation (statutory)
- Errors and Omissions
- Automobile Bodily Injury and Property Damage

7. Agreement, Amendment and Arbitration

This contract shall be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This contract, its attachments and those documents incorporated by reference represent the entire contract and understanding between the parties. No amendment shall be effective unless properly authorized and executed by the parties in the same manner as this contract was executed.

This contract shall be governed by the laws of the State of Arizona and suits pertaining to this contract may be brought only in courts in the State of Arizona.

The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim of controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution of not less than ten (10) days, the aggrieved party may request that the dispute be submitted to arbitration pursuant to A.R.S. §12-1518.

Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

8. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out the work outlined above have been furnished to the ENGINEER by the TOWN and its agencies. ENGINEER hereby acknowledges receipt of same.

9. Indemnification

ENGINEER represents he has knowledge of all rules and regulations imposed by ADOH. ENGINEER shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the TOWN and its agency members from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workmen’s compensation and income tax laws for persons employed by the ENGINEER. The ENGINEER shall not be responsible for such contributions for the contractor or subcontractor.

10. Terms and Conditions

This contract is subject to the provisions entitled "Terms and Conditions" attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

11. Certifications

This contract is subject to the provisions entitled "Certifications" which were submitted by the ENGINEER in the Submittal dated January 16, 2020 and are incorporated by reference herein as Exhibit B.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

The TOWN of Dewey-Humboldt

Town Attorney

Mayor

ATTEST:

ENGINEER:

Town Clerk

Branch Manager

Exhibit A
TERMS AND CONDITIONS

1. Termination of contract

- a. If for any reason, the ENGINEER shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the ENGINEER shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the ENGINEER and the TOWN may withhold any payments to the ENGINEER for the purpose of set-off until such time as the exact amount of damages due the TOWN from the ENGINEER is determined.

Upon receipt of a termination notice, the ENGINEER shall:

- promptly discontinue all services affected (unless the notice directs otherwise); and
- deliver or otherwise make available to the TOWN, at TOWN's cost, copies of data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performance of this contract.
- The TOWN may terminate this contract at any time by giving at least ten (10) days written notice to the ENGINEER. If the contract is terminated by the TOWN as provided herein, the ENGINEER will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the ENGINEER, Paragraph 1 hereof relative to termination shall apply.
- This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Changes

The TOWN may request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER's compensation, which are mutually agreed upon by and between the TOWN and the ENGINEER, shall be incorporated in written amendments to this contract.

3. Personnel

- a. The ENGINEER represents that he/she has, or will secure at his/her own expense, all personnel required for performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- b. All of the services required hereunder will be performed by the ENGINEER or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

4. Assignability

The ENGINEER shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the TOWN thereto; provided, however, that claims for money by the ENGINEER from the TOWN under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

5. Reports and Information

The ENGINEER, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

6. Records Maintenance and Retention

The ENGINEER shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this contract are confidential and the ENGINEER agrees that such shall be made available only to the TOWN, ADOH and to HUD unless authorized by the TOWN to release such information to other individuals or organizations.

8. Copyright

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the ENGINEER.

9. Compliance with Local Laws

The ENGINEER shall comply with all applicable laws, ordinances and codes of the state and local governments and the ENGINEER shall save the TOWN harmless with respect to any damages arising from any tort done by the ENGINEER or his/her representatives in performing any of the work embraced by this contract.

10. ENGINEER will comply with the requirements of the Americans with Disabilities Act (ADA).

11. Interest of Members of a TOWN Governing Body

No member of the Governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying

out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the ENGINEER shall take appropriate steps to assure compliance.

12. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this contract; and the ENGINEER shall take appropriate steps to assure compliance.

13. Handicapped Access

In designing all construction, ENGINEER agrees to comply with requirements of the 2010 ADA Standards for Accessible Design. The ENGINEER represents that he/she understands said standard specifications and same are incorporated herein by this reference.

14. Clean Air Act, Clean Water Act

The ENGINEER shall comply with all provisions requiring compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations, 40 CFR Part 15 which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USFPA Assistant Administrator for Enforcement.

15. Federal Labor Standards Provisions

This project to be designed by the ENGINEER is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939. The ENGINEER shall incorporate information concerning federal Labor Standards in the bid documents.

Exhibit B
CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contractor including social or recreational programs; and

- h. Any other term, condition or privilege of employment.
- 2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- 5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
- 6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- 7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.*
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient or Consultants.*
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient or Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient and Consultants.*

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications 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 Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Richard Aldridge, PE, MBA
(Typed Name of Official)


(Signature of Official)

Civiltec Engineering, Inc.
(Typed Name of Firm)

January 16, 2020
(Date)

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COUNCIL COMMUNICATION

Regular Council Meeting Date: **April 14, 2020**

Agenda Item: **10.A.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Drawing of candidate names for placement on the ballot for the Town's August 4, 2020 Primary Election.

Background:

The Town is participating in the August 4, 2020, state consolidated Primary Election for the purpose of voting on the Mayoral and three Councilmember seats.

State law requires the rotation of candidate names on the ballot so that each candidate's name shall appear substantially an equal number of times at different positions of the ballot. In cases where it is not possible to rotate names, state law requires that the position of the names of candidates shall be drawn by lot at a public meeting. If there are the same number of candidates as the number of seats open, candidate names are placed on the ballot alphabetically. (See A.R.S. § 16-464.)

The Town contracts with Yavapai County for election services. The County is requesting that the Town Clerk position the names of candidates by drawn lot at a public meeting, if required due to the number of candidates who have filed.

Staff will draw the names of candidates at tonight's meeting, with the names and placement of Mayoral candidates drawn and announced first and those of Councilmember candidates second. Staff will draw candidate names from a hat or other container to determine the order the candidates will appear on the ballot with the first name picked being number one and so on until all names have been drawn. As the names are drawn, the Town Clerk will record the names to officially provide notice to the County of the ballot order.

The candidate filing deadline was Monday, April 6, 2020 at 5:00 p.m. Two candidates filed for the Mayoral seat, and five candidates filed for three Town Councilmember seats.

Financial Impact:

There are no financial impacts identified with this action.

Direction Requested:

None.

Suggested Motion:

None.

Attachments:

None.

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov

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COUNCIL COMMUNICATION

Regular Council Meeting Date: **April 14, 2020**

Agenda Item: **10.B.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion and possible action to approve a contract with Earth Resources Corporation for the Spring 2020 Chip Seal Overlay Project.

Background:

Each year in the Spring, the Town issues an Invitation for Bid (“IFB”) for chip seal services. This year, the IFB was issued on March 9, 2020. A mandatory pre-bid conference was held on March 23, 2020, and the formal bid opening was held on March 30, 2020.

The Town received two bids in response to the IFB, from Earth Resources Corporation and Asphalt Paving & Supply, Inc. Earth Resources Corporation was the lowest responsive bidder.

Financial Impact:

The bid is in the amount of \$230,549. Sufficient funding was appropriated in the Fiscal Year 2019/20 budget, in account 20-431-7006, Capital Road Maintenance (OSP).

Direction Requested:

Staff is seeking Council approval of the contract.

Suggested Motion:

For: I move to approve the contract with Earth Resources Corporation for the Spring 2020 Chip Seal Overlay Project.

Against: I move to deny the contract with Earth Resources Corporation for the Spring 2020 Chip Seal Overlay Project.

Attachments:

Bid from Earth Resources Corporation; Contract

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov

**AGREEMENT FOR SERVICES
CONTRACT**

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the Town of DEWEY-HUMBOLDT, Arizona, a municipal corporation, hereinafter referred to as "Town" and _____, hereinafter referred to as "Contractor."

FOR THE PURPOSE of providing Chip Seal services for the Town of Dewey-Humboldt, Town and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, Town engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Town, the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work is set forth in the Bid Documents and Contractor's bid, which are attached hereto as Exhibit A and Bid Schedule.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional Consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate _____ as Contractor Representative and all communications shall be directed to him. Prior to changing such designation Contractor shall first notify Town in writing.

1.3.5 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Town.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall coordinate its activities with Town's representative and submit any required reports to Town's representative.

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services which are included in the Bid Price. Contractor shall pay all applicable taxes which are included in the Bid Price. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of Town.

1.4.1 Town shall cooperate with the Contractor by placing at its disposal all available information concerning the Services.

1.4.2 Town designates _____ as its Contract Representative. All communications to Town shall be through its Contract Representative.

1.4.3 Contract Term: The Contract shall commence upon issuance of a Notice to Proceed by Dewey-Humboldt. Work shall be completed within 45 calendar days, beginning with the day following the starting date specified in the **Notice to Proceed**. Failure to complete the Work on time shall subject Contractor to liquidated damages as set forth in Section 108.9 "Failure to Complete on Time" of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction.

1.4.4 Contract Documents: Contract Documents shall include the following: The Call for Bids, Plans, Standard Specifications and Details, Special Provisions, Addenda, if any, and Proposal, as accepted by the Mayor and Council, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation: All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit C and shall not exceed \$ _____.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit C. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly

indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3 Invoices. Town reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Town.

2.4 The Contractor shall provide to Town its completed W-9 Form prior to receipt of any Compensation.

2.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Town will assist Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit D. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Town except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self-Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such

Certificate(s) shall identify the Agreement and be sent to Town Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-

owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.3 Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Town. Such indemnity does not extend to Town's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Town may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for Town's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in

performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by the Town to fulfill its obligations.

6.2 Payment to Contractor upon Termination. If the Agreement is terminated, Town shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the Town-modified documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. Contractor agrees that it is a separate and independent entity from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. The Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Contractor shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8 Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.9 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.10 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

CONTRACTOR:

Town Manager
Town of Dewey-Humboldt
P.O. Box 69
Humboldt, Arizona 86329

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.13 Israel. Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

8. SUSPENSION OF WORK

8.1 Order to Suspend. Town may order Contractor, in writing, to suspend all or any part of the Services for such period as it may determine to be appropriate for the convenience of Town.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of Town thereto.

IN WITNESS WHEREOF, four (4) identical counterparts of this contract each of which shall, for all purposes, be deemed an original thereof, have been duly executed by the parties on the date and year first above written.

TOWN OF DEWEY-HUMBOLDT

By: _____
Terry Nolan, Mayor

ATTEST:

By: _____
Tim Mattix, Town Clerk

APPROVED AS TO FORM:

By: _____
Kay Bigelow, Town Attorney

CONTRACTOR

By: _____
Its: _____

**Department of Public Works
Bid Documents and Plans
for the
Spring 2020
Chipseal Overlay Project**

**Town of Dewey-Humboldt
Public Works Department
2735 S. Hwy 69, Unit 10
Dewey-Humboldt, Arizona
Tel.: (928) 632-5074
Fax: (928) 632-7365
P.O. Box 69
Humboldt, AZ
86327**

**Prepared by:
Jason Berg
Public Works Supervisor**

Bid Date: Monday March 30, 2020, 2:00 PM, AZ local time



Town of Dewey-Humboldt
Notice and Invitation for Bids

Services: Chip Seal

Bid Opening/Deadline for Submittal: Monday March 30, 2:00 p.m.

Location: Dewey-Humboldt Town Hall, 2735 S Highway 69, Suite 12, Humboldt Station, Humboldt, AZ

Staff Contact/ telephone number: Jason Berg, Public Works Supervisor 928-632-5074

Contract Documents available at: Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ. 86329

Date and Location for Submittal of Sealed Bids: Sealed bids will be received by mail at Town of Dewey-Humboldt, Town Clerk's Office, P.O. Box 69, Humboldt, AZ 86329, or delivered to Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ no later than 2:00 p. m. on Monday March 30, 2020 for the above services. Bids must be submitted in a sealed envelope clearly marked on the outside "2020 Chip Seal Overlay". Any bid received after the time specified will be returned unopened. It is the bidder's responsibility to assure bids are received at the above location on or before the specified time. Bids will be opened at 2:00 p. m., and the names of proposers publicly read aloud immediately after the time for receiving bids.

Pre-Bid Conference: A **mandatory pre-bid conference** will be held on Monday March 23, 2020 at 2:00 p.m. at the Dewey-Humboldt Town Hall, 2735 S Highway 69, Suite 12 Humboldt Station, Humboldt, AZ 86329.

Work Summary: Dewey-Humboldt seeks chip seal overlay services. The services are required to be completed no later than 45 days from the date of the Town-issued Notice to Proceed. The services are generally described as follows: Spring 2020 Chip seal overlay project, approximately 88,906 square yards of low volume Single Chipseal on Town roadways, Approximately 166,171 square yards of Fog coating, Place approximately 40 tons of hot mix and approximately 10,243 linear feet of double yellow striping on various roads.

Bid Requirement: Each bid will be in accordance with the bid requirements, set forth in the Request for Bids, which may be downloaded from www.dhaz.gov or obtained by contacting the Town Clerk, telephone no. 928-632-7362 or Jason Berg, telephone no. 928-632-5074. Any bid which does not conform in all material respects to the Request for Bids will be considered non-responsive.

Right to Reject Bids: Dewey-Humboldt reserves the right to reject any or all bids, waive any informality in a bid or to withhold the Award for any reason Dewey-Humboldt determines.

Equal Opportunity: Dewey-Humboldt is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit bids on this solicitation.

DATED: March 9, 2020

TOWN OF DEWEY-HUMBOLDT, ARIZONA

Publications Date(s)

March 9, 2020, March 16, 2020

Tim Mattix, Town Clerk

**IMPORTANT
BIDDER'S CHECK LIST**

- 1. The Bid has been signed. (Bids not signed will not be considered.)
- 2. Authorized Signature Form is enclosed.
- 3. The bid prices offered have been reviewed.
- 4. Any required descriptive literature or other information have been included.
- 5. The Contract Time and/or schedules have been included.
- 6. All addenda numbers issued have been noted on Bidder's Affidavit (See Section 4.6).
- 7. The mailing envelope/package has been addressed to:
Town Clerk's Office
P.O. Box 69
Humboldt, Arizona 86329
- 8. Bid Package/Envelope has been identified with proposal number and title.
- 9. The bid is submitted in time to be received and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the bid cannot be considered.)
- 10. The Bid Guarantee in the form of a certified check, cashier's check or surety bond for 10% of the amount bid has been included.

INVITATION FOR BID DOCUMENTS FOR:
SPRING 2020 CHIP SEAL OVERLAY PROJECT.
FOR THE TOWN OF DEWEY-HUMBOLDT, ARIZONA

Dewey-Humboldt intends to purchase chip seal overlay services in compliance with these specifications.

REQUIREMENTS FOR BIDDERS.

1.1 Bid Opening Date and Location: Bids will be received in the office of the Town Clerk, Dewey-Humboldt Town Hall, 2735 S. Highway 69, Unit 12, Humboldt, Arizona 86329 until 2:00 p.m., on Monday March 30, at which time the names of the bidders will be opened and publicly read. Late bids will not be considered.

1.2 Bid Documents Available: The Bid Documents consist of four parts: I. Requirements for Bidders, II. General Conditions, III. Scope of Work, and IV. Bidder's Bid (form). The Bid Documents are available for downloading from www.dhaz.gov or by contacting Tim Mattix, Town Clerk, telephone no. 928-632-7362 or Jason Berg, Public Works Supervisor, telephone no. 928-632-5074.

1.3 Incorporation of Bid Documents: All of the Bid Documents apply to and become a part of the terms and conditions of the bid.

1.4 Bid Form: Bids must be submitted only on the bid form. All bids must be submitted in a sealed envelope clearly marked "Spring 2020 Chip Seal Overlay Project."

1.5 Pre-Bid Conference: A **Mandatory Pre-Bid Conference** will be held at 2:00 p.m. on Monday March 23, at the Dewey-Humboldt Town Hall, Suite 12 Humboldt Station, Humboldt, Arizona. The Scope of Work will be reviewed, discussed and opened for questions. **Potential bidders are required to attend.** Potential bidders will be able to ask for interpretations and clarifications of this IFB at that time. Dewey-Humboldt will not be responsible to convey any clarifications to potential bidders who are not in attendance.

1.6 Dewey-Humboldt's Right to Reject Bids: Dewey-Humboldt reserves the right to reject any and all bids and to waive technicalities.

1.7 Late Bids: Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by Dewey-Humboldt. It is the sole responsibility of the Bidder to see that his/her Bid is delivered and received by the proper time and at the proper place.

1.8 Bid Amendment or Withdrawal: A Bid may be withdrawn any time before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law.

1.9 Public Record: All Bids submitted in response to this solicitation and all evaluation related records shall become property of Dewey-Humboldt and shall become a matter of public record for review, subsequent to bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Dewey-Humboldt in Bids submitted, and the information sought to be protected clearly marked as proprietary. Dewey-Humboldt will not ensure confidentiality of any portion of the bid that is submitted if a public record request is made. Dewey-Humboldt will provide 48 hours' notice before releasing materials identified by the bid as confidential or proprietary for the bidder to apply for a court order blocking the release of the information.

1.10 Persons with Disabilities: Persons with a disability may request a reasonable accommodation for the Pre-Bid meeting, such as a sign language interpreter, by contacting the Town Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.11 Bid Acceptance Period: All bidders shall hold the bid open for ninety (90) days after the day of the opening of bids ["Bid Acceptance Period"], but Dewey-Humboldt may, at its sole discretion, release any bid and return the bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during the Bid Acceptance period without written permission from Dewey-Humboldt. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, Dewey-Humboldt may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.12 Addendum: This Request for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda and incorporating appropriate response to same in its Bid.

1.13 Bidder Registration: Bidders shall contact Dewey-Humboldt's Contact person, Jason Berg, at (928) 632-5074 to plan to receive notice of Addenda to this Solicitation. All addenda will be posted on the Dewey-Humboldt website at www.dhaz.gov.

1.14 Bid Bond: Each bid will be submitted on the Bid Form(s) included in the Contract Documents and will be accompanied by a certified check, cashier's check, or bid bond for ten percent (10%) of the amount of the bid, made payable to the Town of Dewey-Humboldt.

1.15 General Evaluation Standards:

1.15.1 In General Dewey-Humboldt seeks to obtain the services described above in the Scope of Work and will award a contract to the lowest most responsive bidder. Dewey-Humboldt wishes to obtain the most reliable and productive services. Dewey-Humboldt will be the sole judge of whether the services offered are acceptable. Bids from individuals who have provided inadequate services to municipalities in the past, or bids offering services deemed unsatisfactory in Dewey-Humboldt's sole judgment may be rejected and not considered

1.15.2 Clarifications. Dewey-Humboldt reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of

eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its bid.

1.15.3 Waiver and Rejection Rights. Dewey-Humboldt reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.16 Bid Preparation:

1.16.1 Format. Bidders shall submit their Bid with an original and **2 copies** and shall be submitted on the forms provided in this Invitation for Bids.

1.16.2 No Facsimile or Electronic Mail Bids. Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.16.3 Typed or Ink Corrections. The Bid shall be typed or in ink. Erasures, interlineations or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.16.4 No Modifications. Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

1.16.5 Content. The Bid shall contain all the following information:

Brief Description of the Bidder's Firm

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last 2 years
- G. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

1.16.6 Addendum Acknowledgement. Each Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Addendum may result in rejection of the Bid.

1.16.7 Evidence of Intent to be Bound. The Bid form within the Solicitation shall be submitted with the Bid and shall include a signature by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by its Bid and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.16.8 Non-Collusion and Non-Discrimination. By signing and submitting the Bid, the Bidder certifies that: the Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and the Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.17 Inquiries

1.17.1 Duty to Examine. It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.

1.17.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Dewey-Humboldt employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.17.3 Submission of Inquiries. All inquiries except those at the Pre-Bid Conference shall be submitted in writing and shall refer to the appropriate Bid Request, page and paragraph. Do not place the Bid Request on the outside of the envelope containing that inquiry, since it may then be identified as a Bid and not be opened until after the Bid due date and time. Dewey-Humboldt shall consider the relevancy of the inquiry but is not required to respond in writing.

1.17.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by Dewey-Humboldt. Failure to do so may result in the inquiry not being considered for an Addendum.

1.17.5 No Right to Rely on Verbal Responses. A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The Contract shall commence upon issuance of a Notice to Proceed by Dewey-Humboldt. All services shall be completed by June 30, 2020.

2.2 Bonds:

2.2.1 Bonds Required. Concurrently with the execution of the Contract, the Contractor shall furnish Dewey-Humboldt the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

A Performance Bond in an amount equal to one hundred percent (100%) of the Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans,

Specifications and conditions thereof. Such Bond shall be solely for the protection of Dewey-Humboldt.

A Payment Bond in an amount equal to one hundred percent (100%) of the Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.

2.2.2 Form. Bond forms to be executed are included with the Contract Documents. Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to the Town. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

2.2.3 Contingent Award. Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

2.3 Cooperative Use of Contract: Upon written approval of the Successful Bidder, this Contract may be tendered for use by other municipalities and government agencies.

2.4 Protests: A bidder may protest a solicitation or a contract award by filing a protest in writing with the Town Manager not less than 72 hours before the closing date and time of the solicitation, or within 72 hours after issuance of a notice of apparent low responsive and responsible bidder, or a notice of intent to award. The protest shall include the following information: (1) the name, address and telephone number of the protester; (2) the signature of the protester or its authorized representative; (3) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.

III. SPECIFIC SCOPE OF WORK

The services are generally described as follows: The services are generally described as follows: Chip seal overlay, approximately 88,906 square yards of low volume Single Chipseal on Town roadways, Approximately 166,171 square yards of Fog coating, Place approximately 40 tons of hot mix and approximately 10,243 linear feet of double yellow striping on various roads.

The areas to be chip sealed, Fog Coated and striped are shown generally on Map Appendix A, B and C.

IV. BIDDER'S BID

4.1 Bidder's Bid: For the bid opening 2:00 PM Monday 30, 2020 for Spring 2020 Chip Seal Overlay Project services.

BID SCHEDULE
Base Bid

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
	General Conditions				
1	Mobilization	1	LS	\$ 665.00	\$ 665.00
2	Allowance for extra work	1	LS	\$ 4,000.00	\$ 4,000.00
3	Traffic Control	1	LS	\$ 19,995.82	\$ 19,995.82
4	Prepare Road surface with Hot patch Repair	40	Ton	\$ 249.00	\$ 9,960.00
5	Low Volume Single Chipseal using CRS-2P over existing Pavement Per Mag Sec.-330 See Map Appendix A	88,906	SY	\$ 1.80	\$ 160,030.80
6	Fog Coat Per Mag sec.- 330 See Map Appendix B	166,171	SY	\$ 0.20	\$ 33,234.20
7	Double yellow center line stripe Map Appendix C	10,243	LF	\$ 0.26	\$ 2,663.18
8					
9	Totals Bid				\$ 230,549.00
10					

Total Bid Two hundred thirty thousand five hundred forty-nine dollars and zero cents

Name of Bidder: Earth Resources Corporation
 Bidder's Address: PO Box 1420 Dewey AZ 86327
 Bidder's License Type and Number: KA Dual Engineering 259019
 Bidder's Signature: 
 Type or Print Name: Wyatt Orr
 Phone/Fax: 928-775-2795 928-268-3487

Project: Spring 2020 Chip seal overlay

BID SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

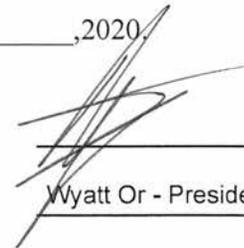
That we, Earth Resources Corporation, (hereinafter "Principal"), and the Employers Mutual Casualty Co, a corporation duly organized under the laws of the State of Iowa, duly licensed and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), are held and firmly bound unto the Town of Dewey-Humboldt, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid submitted by the Principal to the Mayor and Council of the Town of Dewey-Humboldt for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its bid proposal for Dewey Humboldt –Spring 2020 Chip seal overlay.

NOW, THEREFORE, if the Town of Dewey-Humboldt shall accept the bid of the Principal and the Principal shall enter into a contract with the Town of Dewey-Humboldt in accordance with the terms of the bid proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Town of Dewey-Humboldt the difference not to exceed the penalty of the bond between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the Section to the extent as if it were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Signed and sealed this 24th day of March, 2020.

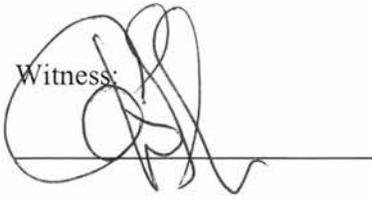


Wyatt Or - President

Principal

Title

Witness:





Joan Ohm - Attorney in Fact

Surety
Title

Witness:



Address of Surety:

PO Box 712

Des Moines IA 50306-0712

* Attach Power of Attorney



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JOAN OHM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

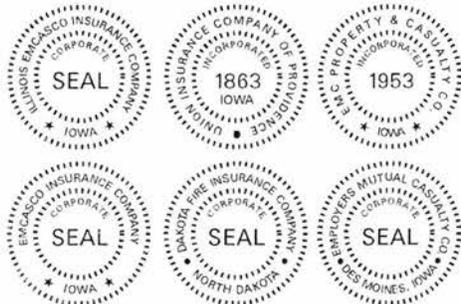
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



Bruce G. Kelley

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother

Todd Strother
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of March, 2020.

J D Clough
Vice President

TOWN OF DEWEY-HUMBOLDT, ARIZONA

AUTHORIZED SIGNATURE FORM

Contractor Name: Earth Resources Corporation

WHEREAS, the Town of Dewey-Humboldt requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of Contractor, I hereby declare that Wyatt Orr is/are authorized to execute and sign on behalf of Contractor the following documents:

- 1. The CONTRACT
- 2. The Bond
- 3. Payrolls
- 4. Claims
- 5. CHANGE ORDERS
- 6. All other papers necessary for the conduct of the corporation's affairs and the execution of the CONTRACT

The above-named person[s] is/are granted the authority and duties herein referenced for the duration of the CONTRACT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Wyatt Orr
 Name
President
 Title

(Seal of Corporation)

STATE OF Arizona)
) ss.
 County of Yavapai)

I, Wyatt Orr of the Earth Resources Corporation corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said corporation, at a meeting of said Board held on _____, , and that the same is in full force and effect at this time.

DATED 3/30, 2020.

[Signature]
(Officer of Corporation)

(Seal of Corporation)

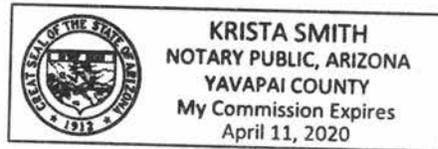
STATE OF ARIZONA)
) ss.
County of YAVAPAI)

This instrument was acknowledged before me this 25th day of MARCH, 2020 by WYATT ORR, appearing before the undersigned Notary Public and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

[Signature]
Notary Public

My Commission Expires:

04-11-2020



**EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS**

KEY PERSONNEL:

LIST OF SUBCONTRACTORS:

The following Subcontractors will be employed to perform the designated categories of Work under this Contract.

CATEGORY OF Work*	FIRM NAME AND BUSINESS ADDRESS	RANGES**
<u>Stripes</u>	<u>Traffic Safety Inc.</u>	
	<u>8901 Laredo Dr -</u>	
	<u>Prescott Valley AZ 86324</u>	

ATTEST:  DATE: 3/30/2020
Authorized Officer

Earth Resources Corporation
NAME OF FIRM

* Place title of subcontractor specialty
 ** Subcontractor's contract range: In the column marked "Range" enter the letter corresponding to subcontract amount.
 A = Less than \$2,000
 B = Equal to or greater than \$2,000 but less than \$10,000
 C = Equal to or greater than \$10,000 but less than \$100,000
 D = Equal to or greater than \$100,000

Earth Resources Corporation

PO Box 1420, Dewey, AZ 86327

ROC 259019 - KA Dual Engineering

www.ERCArizona.com



FIELD OPERATIONS

General Information

October 2018



Incorporated:	August 17, 1995
President/CEO	Wyatt W Orr
VP/CFO	Wilson W. Orr
Sec/Treas:	Stephanie Orr

SAND AND GRAVEL OPERATIONS

Employees	130
Prior 12 mo. revenue:	\$28 m
Bonding Capacity:	\$10 +
EMOD	0.69



CAPABILITIES

We are a safety-conscious heavy civil contractor with excellent capacity in mass excavation - including blasting/crushing, all underground utilities, road and building pad construction, paving, highway chip sealing, retaining walls, stormwater management and complete site preparation. We take pride in the completion of highly technical and time-constrained projects requiring close cooperation with customers, their engineering architectural staff, and other site subcontractors. We offer particular creativity in working with Architectural and Engineering firms to *Value Engineer* a client's project prior to construction – and during the implementation phase. In many cases the integration of practical field experience with the design phase will result in savings of both time and money – and produce a better project.

We incorporated in 1995 as a closely held, family Sub S Arizona Corporation and began active contracting in 2009.

**We are extraordinarily proud of our ability to work with others.
Courteous and professional collaboration from all employees of Earth Resources Corporation is a core value and an Important Hallmark of our company.**

CRITICAL CONTACTS

Wyatt W. Orr, President, ww5th@yahoo.com	928-713-0215
Dan Passmore, Operations Manager, DA.Passmore@yahoo.com	928-830-5357
BJ Hamilton, Superintendent, BJMamilton@ercarizona.com	928-710-5353
Krista Smith, Office Manager, Krista@ercarizona.com	928-775-3795
Hannah Morgan, Office Project Lead Hannah@ercarizona.com	“
Wil Orr, worr@prescott.edu	928-899-6365

PRINCIPALS

Wyatt W. Orr, President/CEO

Beginning as a job Foreman, then a Senior Project Superintendent, followed by several years as the Lead Estimator/Project Manager with a large regional contractor, Wyatt has 14 years' experience in Arizona's heavy civil contracting industry. This included bidding, partnering meetings and logistics for ADOT prime contracts in central Arizona totaling approximately \$6m. Today he manages all bidding and field operations for Earth Resources Corporation (ERC). As President, Wyatt is in daily contact with Wil regarding the implementation of company strategy, equipment replacement, personnel advancement and long-term financial management. Visits to project sites provide him with timely and first-hand knowledge of field conditions and situations requiring a rapid response. Wyatt brings a special creative energy to any project, excellent inter-personnel skills, and the ability to develop cost effective alternatives and partnerships with other contractors for particular construction challenges. *He excels in rapid collaborations with engineers and project owners to rapidly identify and implement practical and timely field solutions to the inevitable problems inherent in complex projects.*

Wilson W. Orr, BS (Physics), BS E.E., MBA, M. ASCE. - Vice President/CFO

Wil has managed large development and construction projects in Arizona, Arkansas, and Pennsylvania. Early career experience at an Atlas/Agena (classified, military) launch pad and the supervision of dual main-frame computer installations for Honeywell at each of the Regional IRS Centers provide a solid engineering, financial and project management background. A licensed contractor in Arizona in the 1970's, Wil specialized in underground utilities, installing some 150,000 lf / yr. Unusual and challenging projects were a specialty – *one involving a helicopter-access-only water treatment system for the Havasupai Indian community in the Grand Canyon.* From 1979 to 1989 he managed the purchase of 1500 acres and completed the design and construction of roads, underground utilities, stormwater infrastructure and 50,000 sf of commercial space for 9 structures of a non-profit educational entity in Arkansas. From 1989 to 1993, he was employed by the City of Tucson as Project Manager for the 1200-acre *Arizona State Trust Land* development of CIVANO (known originally as the Tucson Solar Village), a mixed-use community, through its design, rezoning and sale-to-the-private sector phases. After 4 years with the City of Scottsdale as Director of Advanced Technology for the application of NASA and USGS advancements to the challenges of urban growth, transportation, water modeling, and disaster planning, Wil brings competence in project oversight, financial management, long term planning and contract relationships. Having worked for 8 years on the City Manager's staff in Scottsdale and Tucson, he also brings a special understanding in working with governmental and public agencies.

Attachments to this document include:

- *Resumes for each Supervisor*

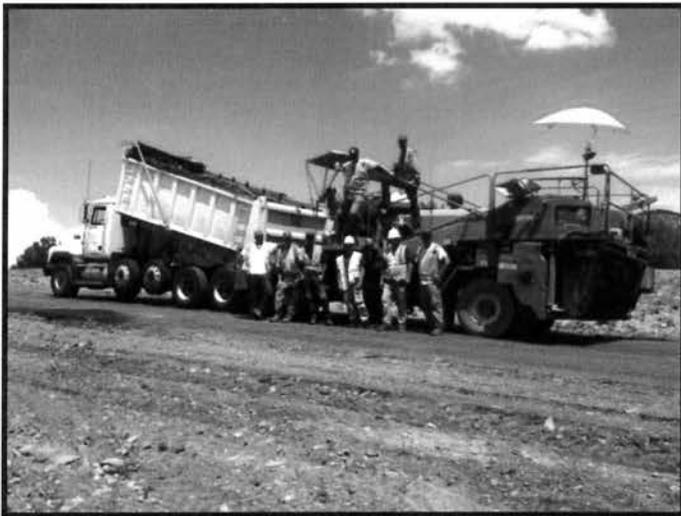
Following on Request

- *Reference letter from Mr. Norm Davis, Director, Public Works, Town of Prescott Valley*
- *Reference letter from Mr. Bert Miller, Construction Division Manager, Yavapai County*
- *Reference submittal to the USFS from W. R. Newman, General Contractor*

All ERC personnel are competent at their level of employment and cross-trained for related construction positions. Safety is paramount and is stressed through a written Safety Policy, daily tailgate meetings - and disciplinary action *coupled with a teaching "discussion"* - for close calls or violations. Each employee is held accountable for their actions and understands that safety does indeed, come *first*. It is critical to personal health, family security and lastly company longevity.

1. Major Projects Completed as a Prime contractor (2018 and earlier)

1. ADOT (Statewide) Chip Sealing / Paving



Total statewide \$3,500,000
 Completion: Last 12 months
 Self Performed: 90%

3. Town of Prescott Valley: Contracts Total Amount - \$4,700,000 (last 2 years)

Includes recently completed Glassford Hill – Long Look intersection & signal for \$2,600,000

Completion: Last 12 months

Self Performed: 85%

**Reference Contact: Norm Davis
 Director, Public Works
 928-533-6212**

4. Tofel Construction: Prescott Valley Complex Contract Total \$1,449,344



Completion: April, 2018
 Percent Completion March 2018: 70%
 Self Performed: 95%

Reference Contact: Steve Mariscopel
Project Manager
 520-445-6526

5. Sundt and Embry Riddle Aeronautical University



Contracts Total Amount - \$1,231,886

Includes 40,000cy mass excavation and major pad construction, large stormwater management infrastructure, with underground utility installations, paving of parking areas and internal roadways.

Completion: April, 2018
 Self Performed: 95%

6. Yavapai County Chip Seal

Contracts Total Amount - \$2,800,000
 Completion: Last 20 months
 Self Performed: 90%

Reference Contact: Bert Miller
Project Manager
 928-713-5784

7. Yavapai County - Other contract work - (on-call drainage, road repair, stormwater structures, etc.)

- a. Contracts Total Amount - approx. \$1,398,242. (2015- 2017)
- b. Self-performed: 85%
- c. Approximate Quantities
 - i. Asphalt 500 tons
 - ii. Grading / Drainage 4,000 cy
 - iii. Misc. Concrete Structures 800 cy

Reference Contact: Bert Miller
Project Manager
 928-713-5784

8. Lake Havasu City Chip Seal, Lake Havasu City, AZ

- d. Contract Amount - \$1,683,769.
- e. Completion date - April, 2015
- f. Self-performed work - 95%;

Reference Contact: Terry Brown
Director, Public Works
928-486-2009

9. Town of Prescott Valley Chip Sealing (2014 - 2016)

- g. Contracts Total Amount - \$2,823,494
- h. Completion date - September, 2015

4. Town of Prescott Valley, Other public works projects - This category includes street construction and widening, repaving of existing streets, installation of new stormwater infrastructure, water mains and realignments, sewer mains and manholes. A major project was the installation of parallel 56 inch CMP stormwater drains in residential right of ways; this entailed complete reconstruction and paving of approximately 4000 lf of streets.

Contracts Total Amount	\$7,000,000 (3 yrs)
Approximate Quantities	Asphalt 7,000 tons
Grading / Drainage	35,000 cy

Reference Contact: Norm Davis
Director, Public Works
928-533-6212



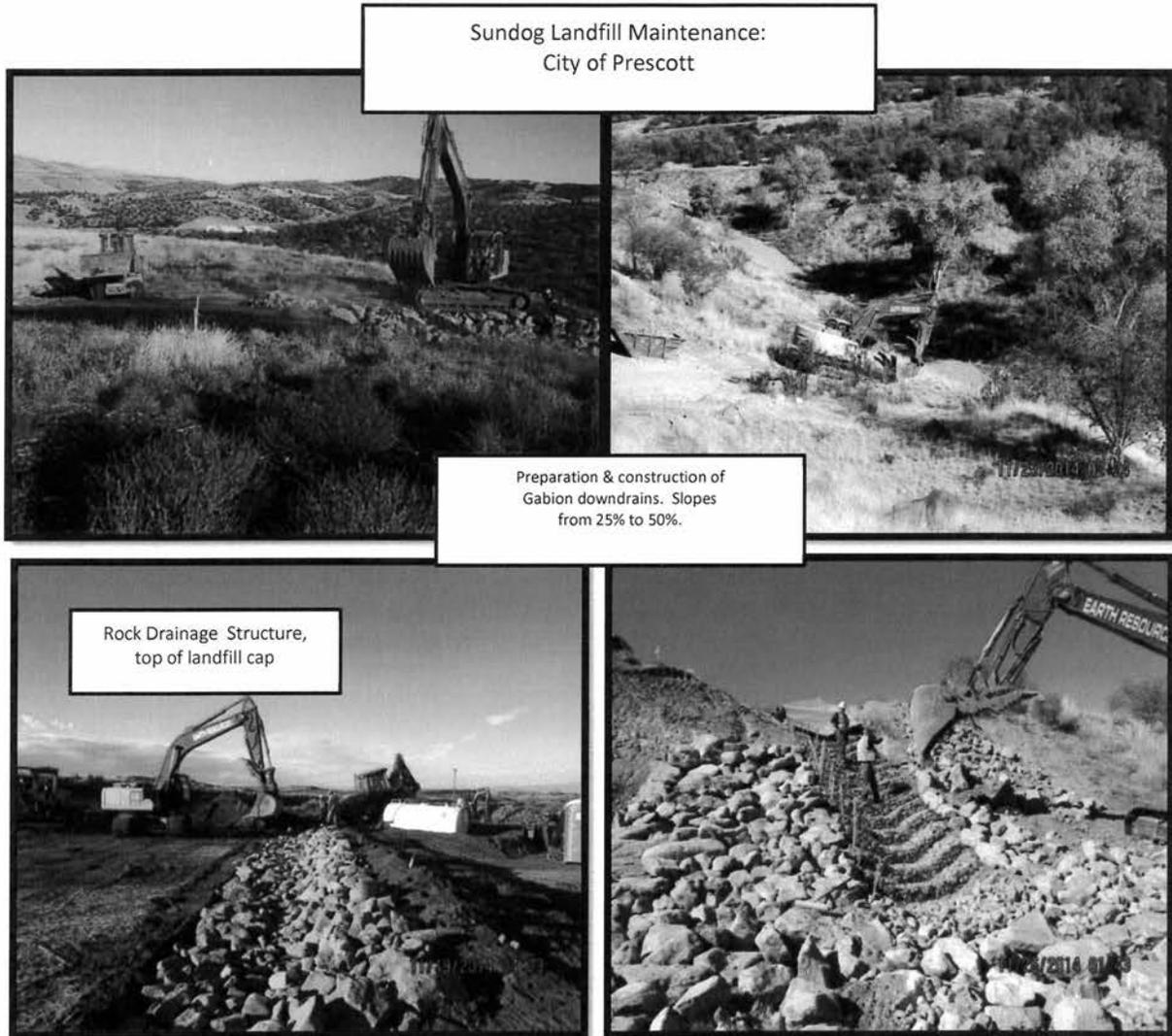
We assisted the Town in draining Fain Lake which had been resistant to conventional methods prior to hauling out some 6,000 cy of sludge.

This required long stick excavators, personnel rigging, and special extraction methods to remove rocks and other debris behind the dam which clogged the 36" drain pipe at the base.

Reference Contact: Norm Davis and
Director, Public Works
928-533-6212

Brian Witty
Director, Parks and Recreation
928-759-3090

10. Sundog Landfill Maintenance, City of Prescott, AZ



- a. Owner – City of Prescott
- b. Engineer – *several*
- c. Contract Amount - \$1,023,000.
- d. Completion: April, 2015
- e. Self-performed: 100%
- f. Approximate Quantities

i. Asphalt	200 tons
ii. Grading / Drainage	50,000 cy
iii. Misc. Concrete Structures	200 cy

Reference Contact: Jeff Low
Project Manager
928-899-5859

11. Town of Jerome, Clark Street Water line replacement

- i. Engineer - Shepard Wesnitzer, **Contact: Richard Aldridge, 928-899-0279**
- j. Contract Amount - approx. \$380,000.
- k. Completion: September 2011
- l. **Note on this project:** ERC replaced approximately 1000 feet of 2"-4" deteriorated water main with new schedule 40, 4" PVC in SR 89A from the present Town Hall Northeast past the Haunted Hamburger, where we tied into an 8" existing main which ran underneath 89A and continued up the hill to a valve vault Northwest of the Haunted Hamburger - as well as a 2" main continuing in the Right of Way to the Northeast. The entire project was in the ADOT Right of Way and fully coordinated with Bruce Cooper (ADOT). One lane traffic was maintained at all times and accomplished with automated, temporary traffic signals. The requirement to maintain water supply to businesses in addition to full vehicular access added to the overall job complexity. The installation of a parallel Unisource gas main further complicated the project and resulted in the entire "downhill" lane of SR 89A being excavated. Two complete (2 lane) crossings of SR 89A were completed. Although 90 days was allowed



for this project ERC completed the project in 26 days. Excellent collaboration by the Town of Jerome, Unisource and ADOT were major factors in the accelerated completion schedule.

ERC has since performed a reconstruction and repaving of UVX road, two utility line breaks in the SR89A Right of Way, a repaving of SR89A near the High School and miscellaneous work in support of Jerome Public Works.

- m. Approximate Quantities in performance of the above
 - i. Asphalt 1200 tons
 - ii. AC Friction Course 2700 sy
 - iii. Grading / Drainage 2000 cy
 - iv. Misc. Concrete Structures 200 cy

**Reference Contact: Candace Gallagher
Town Manager
928-634-7943**

Project: Tractor Supply Company Prescott, 2014 - site preparation.

ERC removed 25,000 cy of uncompacted fill to a depth of averaging 15 feet. This was stockpiled and replaced in compacted lifts to provide a suitable surface for commercial use. Rented equipment was utilized to supplement ERC's fleet for this activity. Each of 6 Tractor Supply Stores we completed required some 500 Tons of asphalt for parking areas.



Project: Basis School Prescott, 2014 - site preparation.



ERC removed 35,000 cy of bank material, hauling off some 10,000 cy. Approximately 25,000cy of this material was solid rock (refusal to a CAT D9, with a single ripper) and required **blasting with heavy excavation and material crushing.** This project required approximately 2400 tons of asphalt placement and 200 cy of concrete for MAG storm drain structures.

Project: Montezuma Bridge Scour slab, 2013 for Yavapai County (we were a general) - ERC used a JD 850 dozer and a class 290 excavator to remove under bridge debris, establish final grade, dig cutoff wall footers and install approximately 300 cy of reinforced concrete for scour protection under this Camp Verde crossing.



Project: City of Prescott On-call Utility Location Services

ERC has been the on-call pothole contractor for the City of Prescott from 2015 to date. We have also completed private pothole contracts for Civil Engineering firms to assist with new project designs. Our utility locate crew has extensive knowledge gained from 10 year's experience in potholes in various utility types, sizes, depths, and 'witching,' – *when all else fails*. ERC completes a Strata Report to define each pothole depth, pipe/utility size, and backfill material on all holes that are completed. ERC utilizes a 12 ton capacity Sterling 12 wheel vacuum truck w/a Safejet Combo system. The Safejet Combo truck allows us to also clean sewer lines or plugged culverts with its high-pressure jet-rodder system.



Attachments follow

Thank you

EARTH RESOURCES CORPORATION

Resume: **Daniel Passmore - Senior Superintendent** January 2016

17075 Hillside Dr. Mayer, AZ 86333; (928) 830-5357 da.passmore@yahoo.com

SUMMARY OF QUALIFICATIONS

Thoroughly experienced project supervisor with 13+ years of experience in heavy commercial construction with 10 years of direct supervising experience, capable of managing multiple jobs, employees, subcontractors, ordering materials, scheduling, time management, cost tracking, quality control, classification of soils, and materials inventory. Competent in estimating, and constructing to comply with all standards/specs. Projects have been completed safely, on schedule, and under estimated budgets. Certified by OSHA and ADEQ for safety and environmental competence. Experienced with installation, testing and troubleshooting of underground utilities.

PROFESSIONAL EXPERIENCE

- **2011-Present - Earth Resources Corporation, Dewey, AZ**
Senior Superintendent - management of public and commercial projects including large site preparation, clearing, blasting, mass and finish grading. Management of all subcontractors for large retaining walls [masonry/cast in place], concrete curb, gutter, sidewalk, and complex concrete stormwater structures as well as asphaltic concrete paving. Capital Improvement Projects have included underground utility installations, large cast iron transmission water line construction, major sewer extensions, road widening and resurfacing, major in Right-of-Way storm water improvements, and landfill final cap repairs and drainage improvements project. Scheduling, coordination and management of any/all subcontractors for major projects.
- **2008-2010 - Grady's Quality Excavating Inc, Prescott, AZ**
Project Manager for \$2.2m dollar LEED school project on the Navajo reservation including hiring/firing personnel, scheduling, tracking of production, materials and job costs, management of recycling efforts to achieve a silver LEED status, public relations, estimating of change orders and management of all subcontractors. Supervised an average of 1 superintendent, 1 foreman, 1 mechanic, 14 staff members, and subcontractors.
Superintendent for 2.6 million dollar senior living complex in Prescott including 5 subcontractors, blasting, crushing, mass grading, large retaining wall construction, box culverts, wet and dry utilities, large underground detention system, site concrete and paving (*subcontractors*). Supervised an average of 1 foreman, 16 staff members and all subcontractors.
- **2005-2008 - Atlantis Construction and Development Corporation, Chino Valley, AZ**
Superintendent managed 5 miles of roadway reconstruction in Show Low with widening, milling, mass excavation, retaining walls, concrete storm drain structures, and ADOT tie-ins. Completed new subdivisions including drainage improvements with concrete box culverts, all phases of grading /excavating and the installation of all underground utilities including new water tank sites. Managed as many as 5 subdivisions at a time doing residential grading, utilities and lot elevation certifications for cities in the Prescott Quad City area.
- **2005-2005 - Prime Excavation Inc, Prescott, AZ**
Foreman responsible for managing crews, scheduling, and oversaw all phases of grading/excavating, utility installation and meeting project deadlines.
- **2004-2005 - Rummel Construction Inc, Phoenix, AZ**
Heavy equipment operator in mass excavation and grading for subdivisions.

EDUCATION

2002 High School Diploma, Mayer High School. Mayer, AZ
Various OSHA MSHA, SWPP and ADEQ courses for Professional Certification

EARTH RESOURCES CORPORATION

Resume: **D. Ray Newby - Senior Superintendent** *January 2016*

SUMMARY OF QUALIFICATIONS

With 22 years in construction field management I have demonstrated competency in multiple and complex project supervision. My early career experience was with concrete, installing sidewalks, roll and vertical curb & gutter, box culverts for major roadways and stormwater catch basins. Subsequent positions provided wider experience with field crew leadership on ADOT, Federal, County, and municipal Capital Improvement Projects. These required expertise in: *concrete and asphalt paving, concrete structures, retention basins, large diameter pipe installations, traffic control in active public Right of Ways, sewage lift stations, divided highway median construction, and large scale stormwater management BMPs*. I am forcefully insistent on Job Safety with each crew I manage and conduct daily safety briefings on every job. Finally, my objective on each job is to work cordially and respectfully with employees, project inspectors, owners and/or their representatives and other contractors and trades on site. Cooperation at all levels is an essential to on-time, in-budget, and safe job completion.

PROFESSIONAL EXPERIENCE

- **2010-Present - Earth Resources Corporation, Dewey, AZ**
Senior Superintendent - Management and coordination of field resources among multiple job sites; quick determination of priorities for personnel and equipment assignment and responses to changing job or weather conditions; direct report to company owner, providing temporary overall management in his absence.
- **2003 - 2010** - Grady's Quality Excavating, Dewey, AZ
Superintendent - Managed crews for chip sealing, asphalt lay-down machines, concrete structures and flatwork, electrical and fiber conduit installation and testing, large underground water & sewer piping and pump stations.
- **2000 - 2003** - Fann Contracting, Prescott, AZ
Supervisor - Responsible for 10 to 20 person crews on ADOT projects [San Luis/Gaston; Prescott Sundog Connector; Showlow, etc] which involved bridge building, barrier walls, retaining walls, center medians, box culverts, SWPP, and concrete flatwork.
- **1997 - 2000** - PJ's Construction, Prescott, AZ
Foreman - Residential and commercial construction
- **1994 - 1997** - Kruesemark Construction, Chico, CA
Foreman - All types of concrete construction, Northern California area

EDUCATION AND TRAINING

High School Diploma, McCloud, Oklahoma
OSHA 40 Hr, Competent Person, First Aid

EARTH RESOURCES CORPORATION

Resume: **Kenneth Maurseth - Superintendent** January 2016

SUMMARY OF QUALIFICATIONS

Primary experience is management of large, complex paving and paving related operations in public Right of Ways. This includes overall organization, scheduling and field management of 20+ person crews to complete both rural [long highway] and urban roadways [including tight residential streets] with active traffic. This requires oversight of incoming oil tankers, dump trucks, and ADOT-compliant traffic control for chip sealing projects - as well as personnel and equipment allocations on a daily basis. Public and construction worker safety is of the highest priority in highway work and is emphasized daily with all-hands meetings. Managed over \$10m in *accident-free* chip seal and scrub seal projects in the last 3 years. Also competent in operation of all equipment used on chip seal projects. Managed crews for water/sewer/stormwater line installations, road rebuilding & repaving with all attendant concrete curb, gutter, sidewalk and stormwater box culvert installations [Loos Dr., Long Look, & Viewpoint Dr. in Prescott Valley]

PROFESSIONAL EXPERIENCE

- **2011-Present - Earth Resources Corporation, Dewey, AZ**
Superintendent - Managing all chip/scrub seal and pavement preservation activities; direct report to company owner. Identify and repair all failed asphalt locations prior to preservation work. Assist in bidding/estimating for large projects. Managed Lake Havasu 2015 chip sealing (\$1.6m), and 2015 Prescott Valley, Yavapai County, and private resurfacing jobs totaling approximately \$6 million with no accidents.
- **2010-2011** - Winrock Building Materials , Prescott Valley, AZ
Superintendent - Managed all aspects of retail/wholesale sales, including ordering, stocking , sales, and employee payroll for 8 persons.
- **2007 - 2010** - Grady's Quality Excavating, Dewey, AZ
Foreman, chip sealing - Managed a small chip sealing crew, operated chip spreader, various rollers, kick brooms, Gannon tractors, and occasionally - the oil spray truck.

EDUCATION & TRAINING

GED: Glendale High School, AZ
OSHA 10 hours, Competent Person & Traffic Safety

EARTH RESOURCES CORPORATION

Resume: **Shane C. Miller - Project Superintendent** January 2016

17061 E. Gambol Circle, Mayer AZ, 86333;

928-925-2694 tuffinker@gmail.com

SUMMARY OF QUALIFICATIONS

Excellent background in supervision of large civil projects with an in-depth and practical knowledge of building practices and regulatory compliance issues. Fully qualified and experienced in subcontractor supervision for concrete sidewalks, stormwater and retention wall structures, asphalt paving, core drilling and other incidental work in support of large projects. Experienced in the review and evaluation of bid documents, cost and schedule estimates, and leadership for cross-functional project teams. Excellent leadership, communication and relationship building skills. Able to work effectively with project engineers, architects, client representatives, contractors, subcontractors, and inspectors. Work easily with customers to review job progress, identify and resolve outstanding issues, earning frequent commendations as a result. Thorough knowledge of OSHA regulations and enforcement protocols for employees and subcontractors.

PROFESSIONAL EXPERIENCE

- **2012 to Present - Earth Resources Corporation**
Supervisor - Management of 10 to 20 employees, with all supporting equipment, truck fleet and maintenance activities for large commercial and county/municipal projects. Management of smaller special field crews for remote region USFS road construction and maintenance projects. Schedule and supervise all subcontractors for outsourced work such as concrete curb, gutter, sidewalk, large box culverts and stormwater structures. This includes paving crews and trucking for asphalt. Experience is primarily large government Capital Improvement and Commercial Projects requiring close coordination with other contractors and subcontractors. As Supervisor, required to document and negotiate contract adjustments to reflect field conditions.
- **2011 - 2012** - Northern Improvements, North Dakota
Foreman - Supervised up to 8 employees on a major gas line crew. Motivated the team to complete the project on time and within budget. Managed and maintained all equipment assigned to crew to complete projects for installing natural gas lines to various Bakken oil field production sites.
- **August 2006 – October 2010** - Grady's Quality Excavating (Prescott Area)
Supervisor - Supervised up to 14 employees on numerous construction sites. Motivated the team to complete the projects on time and within budget. Projects included Schools, Fire stations, Commercial buildings, and road projects and included extensive management of
- **October 2004 – August 2006** - Northern Pipeline (Arizona)
Supervisor - Managed a crew completing pipeline cross-country gas lines
- **June 2004 - August 2004** - Highland Engineering (Arizona)
Pipe fitter - Installed 18" reclaimed water line for Lake Havasu City.

PROFESSIONAL CERTIFICATES

OSHA 30-Hour Construction Safety

MHSA Part 46 and 48

Certified Forklift operator

First aid/ CPR

Competent Person

Trench Safety

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COUNCIL COMMUNICATION

Regular Council Meeting Date: **April 14, 2020**

Agenda Item: **10.C.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion and possible action to grant or deny a Right of Entry to the Arizona Department of Environmental Quality (“ADEQ”) for Town-owned parcels 800-27-004Q, 800-27-004N, and 800-27-004M, to collect and analyze soil samples for lead and arsenic.

Background:

At the February 4, 2020 Council Meeting, citizen concerns were raised about contaminant testing in the area of the Hill Street Improvements project. It was noted at the meeting that that the State of Arizona will test contaminants at no cost to the Town.

In order to do so, the Arizona Department of Environmental Quality (“ADEQ”) is requesting that the Town execute the attached Right of Entry.

Financial Impact:

There is no cost to the Town for entry into the Right of Entry, soil sampling or testing by ADEQ.

Direction Requested:

Staff is seeking Council approval or denial of the Right of Entry.

Suggested Motion:

For: I move to approve the Right of Entry with the Arizona Department of Environmental Quality.

Against: I move to deny the Right of Entry with the Arizona Department of Environmental Quality.

Attachments:

Right of Entry

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov



Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera
Director

Town of Dewey - Humboldt
P. O. Box 69
Humboldt, Arizona 86329
Attention: Mr. Edward Hanks

PROPERTY ADDRESS: Parcel Numbers: 800-27-004Q, 800-27-004N, and 800-27-004M
("Property").

1. Grant of Right of Entry: Town of Dewey-Humboldt ("Owner"), holds title to the Property and hereby grants permission to the Arizona Department of Environmental Quality ("ADEQ") and its representatives, authorized agents, attorneys, investigators, consultants, advisors, and contractors to enter on the Property to conduct the following remedial, response, and/or corrective actions ("Activities"):

- Collect soil samples and analyze for lead and arsenic

2. Other Material Conditions:

A. ADEQ will give Owner at least three (3) days prior notice of its intent to enter on the Property. Owner, or its authorized agent, will open any entry gate or door to and/or remove any lock on any applicable well on the Property. This right of entry will expire on June 1, 2021. This Agreement may be canceled pursuant to A.R.S. § 38-511. This Agreement is subject to available funding and nothing shall bind ADEQ to expenditures in excess of funds appropriated and allotted for the purposes in this Agreement. To the extent required by A.R.S. § 12-1518(B), the Parties shall resolve any dispute arising out of this Agreement by arbitration. Proper venue for any action, arbitration, or proceeding arising out of this Agreement shall be Maricopa County, Arizona.

B. Owner does not admit liability for any contamination at the Property.

C. While this Agreement is in effect, ADEQ will maintain proof of insurance or self-insurance and will require its contractors to comply with the insurance provisions of the Arizona Superfund Response Action Contract.

D. Neither Party to this Agreement agrees to indemnify the other Party or hold harmless the other Party from liability hereunder. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any Party to this Agreement, then the right to pursue one or both of these remedies is preserved.

Main Office

1110 W. Washington Street • Phoenix, AZ 85007
(602) 771-2300

Southern Regional Office

400 W. Congress Street • Suite 433 • Tucson, AZ 85701
(520) 628-6733

www.azdeq.gov

printed on recycled paper

E. ADEQ will repair any material damage it causes to the Property in connection with its Activities. Except for alterations to the Property caused by Owner, acts of nature, and persons other than ADEQ and its representatives, authorized agents, attorneys, investigators, consultants, advisors, and contractors, upon completion or discontinuation of the Activities, ADEQ will restore the Property to substantially the same condition that existed prior to the commencement of the Activities.

Dated this 14th day of April, 2020.

TOWN OF DEWEY-HUMBOLDT, Owner

By: _____

Printed Name: _____

Its _____

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COUNCIL COMMUNICATION

Regular Council Meeting Date: **April 14, 2020**

Agenda Item: **10.D.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Review, discussion and possible action to accept one of the proposals received for the Town's Request for Proposals for Architectural and Project Management Services for the design, purchase and construction of a new steel building for Town Hall, and to authorize staff to negotiate a contract with the selected firm.

Background:

At the February 18, 2020 Council Meeting, Council directed staff to resolicit the Request for Proposals ("RFP") for Town Hall, and to advertise it as both architectural design and project management services for the design, purchase and construction of a steel building for the new Town Hall.

Staff issued the RFP on February 26, 2020 and it remained open until March 23, 2020 at which time it was publicly opened. Staff received responses from four firms, with the notes below.

Firm Name	Firm Location	Estimated Cost
Arizona Natural Design, PLLC	Dewey	\$74,422
LEA Architects, LLC	Phoenix	Based on percentages throughout various stages of the project
Michael Taylor Architects, Inc.	Prescott	\$73,125
Morfeld Ray Architects	Tempe	\$94,665

Headwaters Architecture, P.C., submitted a proposal after the deadline to submit, and the proposal was not opened.

Financial Impact:

Cost varies, depending on the firm selected, as outlined above.

Direction Requested:

At tonight's meeting, staff is asking Council to:

1. Accept one of the responding firms;
2. Authorization for staff to negotiate a contract with the selected firm and bring the final contract back to Council for formal approval.

Suggested Motion:

For: I move to accept the proposal submitted by {Architect Name} and authorize staff to negotiate the terms of a contract, to bring back to Council for formal approval.

Against: I move to postpone a decision on this item until a later Council Meeting date.

Attachments:

Responses from Arizona Natural Design, PLLC, LEA Architects, LLC, Michael Taylor Architects, Inc., and Morfeld Ray Architects; Public Comment letter dated April 4, 2020

Town of Dewey-Humboldt
 P.O. Box 69
 Humboldt, AZ 86329
 Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov

TOWN OF DEWEY-HUMBOLDT



**Architectural and Project Management Services
for the Design, Purchase and Construction
of a New Steel Building for Town Hall**

Submitted by:

ARIZONA NATURAL DESIGN, PLLC

A★N★D
★ P L L C ★

**985 South Apache Knolls Trail
Dewey, Arizona 86327
Claire Clark, Architect
928-899-0963**

**Architectural and Project Management Services
for the Design, Purchase and Construction
of a New Steel Building for Town Hall**

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Appendix

- A. Town of Dewey-Humboldt RFP**
- B. Town of Dewey-Humboldt Addendum #1**
- C. KDS Proposal for Mechanical, Electrical and Plumbing
Design**
- D. Blain Crowther Proposal for Structural Engineering**
- E. Michael Lopez Proposal for Civil Engineering**
- F. Certification of Current Architectural License**

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★ P L L C ★

A*N*D
ARIZONA NATURAL DESIGN, PLLC
985 So. Apache Knolls Trail
Dewey, Arizona 86327
928-277-1046

March 18, 2020

Town of Dewey-Humboldt Town Clerk's Office
Mr. Tim Mattix
2735 South Highway 69
Humboldt, Arizona 86329

Re: Architectural Design and Project Management Services for the New Town Hall

Dear Mr. Mattix and the Town of Dewey-Humboldt,

I am submitting this Statement of Qualifications (SOQ) for the above referenced project with great enthusiasm. I am a resident of Dewey-Humboldt. This is actually going to be MY Town Hall. I live here and work here. I care very much about this Town. This project is not just another project for me.

Most of the work that my husband and business partner and I do is in Yavapai County. Some of it has been here in Dewey-Humboldt. I served for two years on the Dewey-Humboldt Planning and Zoning Commission. This Town means something special to me.

If I am blessed enough to be hired by the Town to perform these services I, personally, will be your point of contact. My home office is less than ten minutes from your project site. I will be the one who will meet with you, who will watch the construction, be available when I am needed and answer to you. I will not turn this project over to someone else.

I have enclosed the information you requested. You will see that I am extremely well suited to be your architect and project manager. I have many years of experience managing the production of architectural drawings and many years of construction management experience.

One of the areas that our firm Arizona Natural Design (AND) specializes in is designing metal buildings and their interior build outs for all kinds of purposes, including houses. It is quite a lively field. Metal buildings are hard to beat if you are looking for good cost per square foot and if you want to see your building go up quickly. Additionally, they will give you great height, if you want it, without the need to have posts in the middle of

the building and are very strong. I am a big fan of them. You are also able to dress up the outside however you wish. The end result does not need to look like a metal building if you don't want it to.

Thank you sincerely for your consideration of our SOQ.

A handwritten signature in black ink, appearing to read 'CS Clark', written in a cursive style.

Claire Silverman Clark, Architect
Arizona Architect License # 50724
Cell Phone: 928-899-0963



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**BIOGRAPHY OF CLAIRE SILVERMAN CLARK, PARTNER,
ARIZONA NATURAL DESIGN, PLLC**

Arizona Architectural License Holder No. 50724

Professional Experience:

Ms. Clark has 44 years of architectural experience. She is a partner now, with her husband, in an architectural firm – Arizona Natural Design, PLLC (AND) – here in Dewey since 2011. She has experience with projects ranging from room additions to multi-million dollar schools. She has been managing drafters and groups of consultants for the last 25 years. At this time AND has a mix of commercial and residential clients.

Ms. Clark was educated in Albuquerque, New Mexico where she attended and graduated from the Albuquerque Technical-Vocational Institute in 1976. She worked in Albuquerque until 1979 when she moved to Albany, New York. She worked in Albany until 1994 working at various architectural and engineering firms. Then, in 1994 she moved to Irvine, California.

From 1994 to 1997 Ms. Clark worked as an architectural drafter and job captain until she was hired at Hill Partnership Inc. in Newport Beach. It was at Hill that she started working with various school districts.

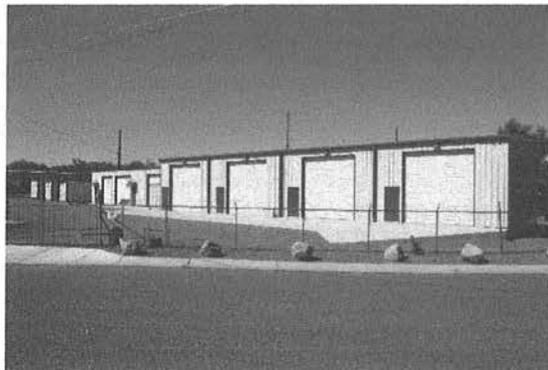
Her duties included:

- Managing the production of building plans
- Writing bid documents
- Running bid job walks
- Interviewing contractors
- Evaluating bids
- Managing budgets
- Managing schedules
- Running meetings during the course of construction
- Producing meeting minutes and addressing issues that arose
- Being the point of contact for each school district

Ms. Clark continued working at architectural firms in the education and commercial fields until 2006 when she became a Sr. Park Planner for the Riverside County Regional Park & Open-Space District. From 2006 to 2011 Ms. Clark managed more than \$30 million of construction on behalf of the County. This work included new buildings, new campgrounds, new waterplay structures, disc golf courses, new infra-structure and various other park-related projects. She did all of the duties listed above including writing Requests for Proposals, developing contracts, writing standard operating procedures for equipment and interviewing many design professionals.

Please see the next page for relevant projects that relate to the Dewey-Humboldt Town Hall project.

RELEVANT METAL BUILDING PROJECTS:



BOB CASPER STORAGE BUILDING

480 EZ St., Prescott, Arizona

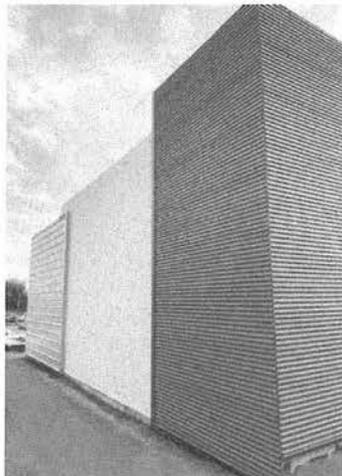


HELISWIFT AVIATION

2845 S. State Route 69, Dewey, Arizona

THE GARAGES

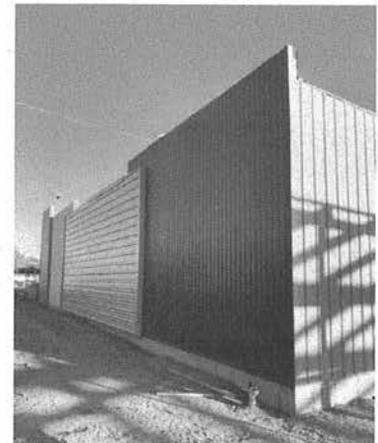
9139 E. Glencove Ave., Mesa, Arizona - Project consists of 4 metal buildings and is currently under construction. The first building now under construction is building number 3.



End of Bldg. 3



Street view of Bldg. 3



Street view of Bldg. 3



All four of the buildings which are known as "The Garages" have diverse materials, as required by the City of Mesa, on the sides that face the streets. The backside of these buildings (which face an inner courtyard) all have overhead doors and walk doors and are rentals for use as RV storage units. This project demonstrates how versatile metal buildings can be.

A*N*D

ARIZONA NATURAL DESIGN, PLLC

985 So. Apache Knolls Trail

Dewey, Arizona 86327

928-277-1046

BRIEF DESCRIPTION OF TENTATIVE PROJECT SCHEDULE

The attached, tentative project schedule is VERY preliminary in nature. It is a best guess list of the major steps needed to complete your new town hall. I have overlapped as many steps as possible to finish the project before December 31, 2020. However, construction is shown starting before a building permit has been issued which is, of course, not allowed. This fact makes this schedule unrealistic.

My preliminary advice based on this tentative schedule would be to negotiate with the owner of your property to retain your current location for the months of January, February and perhaps even March of 2021.

Aside from the fact that the building permit issuance and the commencement of construction do not align, there are several other items that will probably need weeks more time than what I am showing. Before turning this schedule into a realistic schedule, I would have to sit and meet with you to determine the actual expected durations for these steps. **In fact, some of these items will be determined by the contractors and I could be weeks off on these items.** All I could do was to attempt to give you a starting point for a proper schedule.

The point of this tentative schedule is to show you the steps that need to be taken so that you could attempt to meet your desired completion date. I would like to point out that this schedule **only shows the completion of your building and does not include the move out and move in process.** I hope that it helps you to clearly see many of the steps involved in your project so that you can develop a realistic expectation for your actual schedule.

TENTATIVE PROJECT SCHEDULE FOR DESIGN AND CONSTRUCTION OF NEW D-H TOWN HALL

Item No.	Description	Start Date	Completion Date	No. of Working Days	Comments
1	Create a contract between the Town and the architect.	??	4/7/2020	?	Do not know when selected firm will be notified.
2	Approve contract with architect through Town Council	3/24/20 or 4/7/20	3/24/20 or 4/7/20	1	For this schedule estimate I will use the date of 4/7/20 as the approval date for the architectural contract although it seems unlikely that a contract can be approved by all parties by this date.
3	Produce preliminary design documents and review and revise as requested by the Town.	4/8/20	4/22/20	11	This is most aggressive and presumes that someone at the Town will be able to make the decision to approve the preliminary design without going to the Town Council. Preliminary design documents include the floor plan and four elevations.
4	Create bid documents for the purchase of the metal building.	4/23/20	4/30/20	6	This is based on the supposition that we will use the preliminary design documents to go out to bid for the metal building purchase.
5	Advertise bid documents	4/23/20	5/23/20	30	This supposes that you need to advertise for 30 days?
6	Production of construction drawings.	4/23/20	6/4/20	31	This can happen concurrently with the bidding of the metal building purchase.
7	Plan check review by Town	6/5/20	7/3/20		This is 4 weeks for plan check process.
8	Bid opening purchase of metal building.	5/25/20	5/25/20	1	
9	Award of contract for metal building	6/2/20	6/2/20	1	Regular Town Council meeting
10	Metal building company to start production of metal building drawings and calculations based on construction drawings	6/3/20	7/1/20	21	This entirely depends on the overall, national workload of the metal building manufacturer.
11	Create bid documents for the interior build out of the metal building.	5/25/20	6/4/20	9	The construction documents will be needed for this bid.
12	Metal building to be produced by manufacturer	7/2/20	8/13/20	31	This is based on an approximate 6 week lead time.

13	Advertise bid documents	6/5/20	7/5/20	30	This supposes that you need to advertise for 30 days?
14	Award of contract for interior build out.	7/7/20	7/7/20	1	Regular Town Council meeting
15	Grading and installation of concrete pad for metal building	6/17/20	7/8/20	16	This operation would have to start before the building permit could be issued. Can the Town issue a grading permit ahead of the building permit? This is three working weeks.
16	Ship metal building from factory	7/2/20	7/8/20	5	
17	Erect metal building	7/9/20	7/23/20	10	
18	Start the interior build out	7/24/20	12/4/20		This is 18 working weeks (4.5 months) and does not count the week of Thanksgiving.
19	Start the site work	10/9/20	12/4/20		This is 7 working weeks but could be extended into September.
20	Punch list	12/7/20	12/8/20	2	
21	Contractor to address punch list	12/9/20	12/18/20	8	Certificate of Occupancy issued.

**ARIZONA NATURAL DESIGN PLLC FEE PROPOSAL
AND SCOPE BREAKDOWN**

Proposed fee for Arizona Natural Design PLLC:	\$26,750.00
Fee for KDS - Mechanical, Plumbing and Electrical:	\$21,600.00
Fee for Michael Lopez - Civil:	\$22,660.00
Fee for Blain Crowther - Structural:	\$3,412.50
GRAND TOTAL INCLUDED DESIGN SERVICES:	\$74,422.50

OTHER POTENTIAL COSTS:	BALLPARK GUESS OF COSTS
Apparently VH Surveying has already surveyed this site	0
Soils testing is needed	\$4,000
Percolation test for septic may or may not be needed	\$2,000
Design and installation of septic system may or may not be needed	\$5,000
Well drilling may or may not be needed	\$10,000
Impact fees for hooking up to water service may or may not be charged	??
Fee to hook up to APS power	??

ARCHITECTURAL SCOPE OF WORK		
ITEM	DESCRIPTION	QTY OF MEETINGS
General	Produce a set of construction documents (drawings and specifications as needed) including the interior building layout, the design of the exterior of the building and the general design of the site. Manage the production of civil, mechanical, plumbing, electrical and structural drawings.	N/A
General	Attend Town Council meetings over duration of the project. Anticipate this project running approximately 11 months. Are including attending one meeting per month.	11
General	Architect will document and log all meetings, site visits or discussions held in conjunction with the services.	N/A
1	Have land surveyed (boundary and topographic) if needed.	N/A
2	Order soils test if it has not been done already.	N/A
3	Arrange for percolation test if needed.	N/A
4	Arrange for design of septic system if needed	
5	Arrange for well drilling if needed.	N/A
6	Contact Water Dept. if needed.	
7	Develop project schedule - meet with Town at the Town.	2
8	Develop design project budget - meet with Town at the Town.	2
9	Meeting with Town during preliminary design at the Town.	3
10	Production of preliminary design documents which are the preliminary site plan, the floor plan and four building elevations	N/A

11	Contact APS once preliminary site plan and floor plan are done to initiate a new project.	
12	If construction cost budgets are needed the architect will obtain quotes from contractors once the preliminary designs have been approved so that the Town can contract with a contractor to perform these estimates.	N/A
13	Create construction documents once the preliminary design documents are approved by the Town.	N/A
14	Manage the consultants needed to produce the set of construction drawings including the hvac, plumbing, electrical, civil and structural engineers	N/A
15	Submit construction drawings to Town.	1
16	Address plan check comments and manage the consultants so they address their plan check comments.	N/A
17	Meet with Town during the preparation of the bid documents for the metal building purchase at the Town.	2
18	Production of Request for Bids (RFB) and advertisement for RFB for metal building bid (if needed).	N/A
19	Attend pre-bid meeting (if there is one).	N/A
20	Answer questions during bid period and issue addenda as needed.	N/A
21	Attend bid opening	N/A
22	Attend interviews with metal building providers/installers	N/A
23	Advise the Town regarding the bids and bidders	1
24	Meeting with the Town at the Town office during the preparation of bid documents for hiring a general contractor to do the build-out of the inside of the metal building and also the site work.	2
25	Production of RFB and advertisement for RFB for general contractor bid (if needed).	N/A
26	Attend pre-bid meeting (if there is one).	N/A
27	Answer questions during bid period and issue addenda as needed.	N/A
28	Attend bid opening	N/A
29	Attend interviews with general contractors	N/A
30	Advise the Town at the Town regarding bids and bidders	1
CONSTRUCTION PHASE		
1	Answer all questions regarding drawings and specifications.	N/A
2	Building site visits:	
	During grading prior to pouring of the concrete foundation	2
	During the pouring of the concrete foundation	2
	During the erection of the metal building	4
	During the interior build-out of the metal building and the construction of the site improvements	10
3	The construction phase scope of work includes:	
	Meeting with the contractor every other week or as needed	15
	Creation of meeting minutes and reporting to the Town as needed based on activity.	N/A
	Punch list review	1

	Punch list check visit	1
EXCLUSIONS		
1	All printing costs will be billed to the Town for reimbursement.	N/A
2	Architect will solicit quotes from contractors for construction cost estimates but will not provide construction cost estimates herself.	N/A
3	Architect will not include the structural engineering for the metal building. This should be included in the price/scope of the metal building.	N/A
4	Architect will not include the structural engineering for the foundation for the metal building. This should be included in the price/scope of the metal building.	N/A
5	Surveying	N/A
6	Soils test	N/A
7	Percolation test	N/A
8	Installation of a well	N/A

A*N*D
ARIZONA NATURAL DESIGN, PLLC
985 So. Apache Knolls Trail
Dewey, Arizona 86327
928-277-1046

LIST OF PROSPECTIVE METAL BUILDING COMPANIES
AND GENERAL CONTRACTORS

METAL BUILDING COMPANIES:

1. Bunger Steel, Inc.
8112 West Buckeye Road
Phoenix, AZ 85043
800-328-6437
- Bunger manufactures their own
buildings
2. Southwest Building Solutions
9299 West Olive Ave. #613
Peoria, AZ 85345
623-505-3179
Southwest Building Solutions sells Metallic
Buildngs
3. High Desert Buildings & Barns LLC
P.O. Box 3180
Chino Valley, AZ 86323
928-232-0101
High Desert sells Rigid Global Buildings

GENERAL CONTRACTORS:

1. Chuck Merritt
DeCarol Company
P.O. Box 11348
Prescott, AZ 86304
928-541-7912
2. B's Contractors LLC
1601 Louis Trail
Prescott, AZ 86305
928-771-9240

I have worked with all of these contractors.

**Architectural and Project Management Services
for the Design, Purchase and Construction
of a New Steel Building for Town Hall**

APPENDIX

**A★N★D
★P L L C★**



**REQUEST FOR PROPOSALS
SCOPE OF WORK
FOR ARCHITECTURAL DESIGN AND PROJECT MANAGEMENT SERVICES for the
design, purchase and construction of a new steel building for Dewey-Humboldt Town Hall**

This document is a request for proposals for Architectural Design and Project Management Services, as detailed below. Responses shall include a cost estimate for services as detailed below as well as: a not-to-exceed two-page biography of the architect that includes the architect's background, the name and contact information of the primary contact person who will be doing the work, verification that the person holds all certifications required to perform the work, a list of two relatable projects that the architect has completed, and two to three steel building manufacturers and/or contractors the Architect recommends for this project.

For questions or requests for additional information please contact:

Tim Mattix
Town Clerk
Phone – (928) 632-7362
Fax – (928) 632-7365
Email – TimMattix@dhaz.gov

All responses are due by Monday, March 23, 2020 at 4:00 PM. Sealed responses will be received by mail at Town of Dewey-Humboldt, Town Clerk's Office, P.O. Box 69, Humboldt, AZ 86329, or delivered to Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ no later than 4:00 p. m. on Monday, March 23, 2020 for the above services. Responses must be submitted in a sealed envelope clearly marked on the outside "Architectural and Project Management Services for the design, purchase and construction of a new steel building for Town Hall". Any responses received after the time specified will be returned unopened. It is the firm's responsibility to assure that responses are received at the above location on or before the specified time. Responses will be opened at 4:00 p. m., and the names of proposers publicly read aloud.

A. GENERAL

1. The Project is generally described as follows: Architectural Design and Project Management Services for the design, purchase and construction of a new steel building for Town Hall.
2. ARCHITECT is responsible to oversee all aspects of the design purchase and construction of the new Town Hall project, including:
 - Develop building plans in accordance with the building codes currently in effect in the Town of Dewey-Humboldt;
 - Prepare bid documents for the purchase and construction of a steel building;
 - Prepare bid documents for various site improvements as necessary;
 - Participate in interviewing and reviewing steel building manufacturers and contractors who bid on the project;
 - Ensure that the project meets environmental, safety, structural, zoning and aesthetics, and any other applicable standards;
 - Develop and schedule stages of the construction process; and,

- Monitor project progress to ensure compliance with building plans and project deadlines.
3. ARCHITECT is responsible for the professional quality, technical accuracy and the coordination of all projections, plans, designs, drawings, specifications and other services furnished by ARCHITECT under this Contract. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its projections, plans, designs, drawings, specifications and other Services.
 4. ARCHITECT shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to TOWN for inclusion in the overall Project documentation.
 5. All Services performed under this Contract shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services.
 6. All plans, designs and specifications prepared by ARCHITECT shall comply with applicable engineering and design standards.
 7. If ARCHITECT provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by ARCHITECT.
 8. Time is of the essence in this contract.

B. DESIGN PHASE

1. GENERAL

The proposed improvements are more specifically described as follows:

Provide all services as outlined in Section A above for the design, purchase and construction of a steel building to serve as Dewey-Humboldt Town Hall, including managing various site improvements. The new Town Hall building is to be a single-level, 4,875 square feet located on a 0.71 acre lot at 12938 E. Main Street, Humboldt, AZ 86329. The approved floorplan is attached as Exhibit 1.

2. COST ESTIMATES

The ARCHITECT will prepare detailed cost estimates and provide such estimates to TOWN in response to this Request for Proposal. The cost estimate for the ARCHITECT'S services shall be all inclusive and include taxes and reimbursables.

3. SPECIFICATIONS

ARCHITECT will provide all necessary documents for the project.

ARCHITECT will be responsible for working with the Dewey-Humboldt Town Manager and Building Official throughout the design phase. The Town is currently in the process of reviewing the 2018 International Codes. Building codes currently in effect at the Town of Dewey-Humboldt as of the date of this Request for Proposals:

- Administrative Code (2012)
- International Building Code (2012)
- International Residential One- and Two-Family Dwelling Code (2012)
- International Plumbing Code (2012)
- International Mechanical Code (2012)
- Electrical Code (2006 ICC Electrical Code Administrative Provisions/2011 National Electrical Code)
- International Fuel Gas Code (2012)
- International Property Maintenance Code (2012)
- Grading Ordinance (2006)
- International Energy Conservation Code (2006)
- Arizonans with Disabilities Act

Additional information about the codes are available online, at [http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldt/arizonacodeofordinan?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:deweyhumboldt_az](http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldt/arizonacodeofordinan?f=templates$fn=default.htm$3.0$vid=amlegal:deweyhumboldt_az).

4. DELIVERABLES

ARCHITECT shall be responsible for providing three complete paper sets of floor plans, construction plans and specifications, as well as one digital copy of each document in a PDF format. ARCHITECT shall also provide one complete paper set and one digital copy of all other project-related documents that ARCHITECT will be responsible for preparing.

C. BIDDING PHASE

1. ARCHITECT shall prepare documents required for the purchase and construction bids and shall submit to TOWN for review and approval.
2. ARCHITECT shall respond to inquiries related to the Construction Documents. ARCHITECT shall tabulate and maintain a summary of the inquiries received (verbal and written) and the responses made.
3. ARCHITECT shall prepare Addenda as needed, ensuring clarity, consistency and coordination among the bidders.
4. ARCHITECT shall assist TOWN in conducting the bid opening and evaluating the bids for bidder responsibility (including previous experience, capabilities and reputation for similar work), bidder responsiveness (including conformance to instructions, specifications and financial data required) and price. ARCHITECT shall also advise TOWN of the acceptability of subcontractors and material suppliers proposed by bidders. ARCHITECT shall make recommendations to TOWN concerning the acceptance or rejection of bids.

D. CONSTRUCTION PHASE

ARCHITECT shall respond to questions regarding design or specifications, from the TOWN or the contractor during the construction phase.

PAYMENT SCHEDULE

A. COMPENSATION AND METHOD OF PAYMENT

1. The consideration of payment to ARCHITECT, as provided herein shall be in full compensation for all of ARCHITECT'S work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. ARCHITECT shall be paid in full for Design Phase work upon receipt of all required documents and acceptance by the Town Building Official.
3. Invoices shall be on a form and in the format provided by TOWN and are to be submitted to TOWN via TOWN'S authorized representative.
4. For work completed pursuant to Sections C and D, TOWN agrees to make payments within thirty days of receipt and approval of ARCHITECT'S invoice.

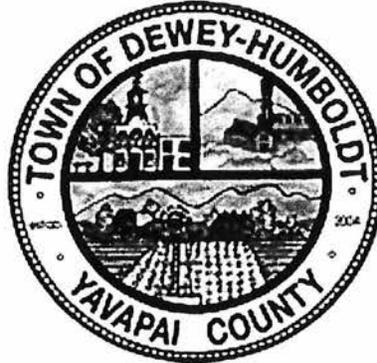
B. REIMBURSABLE COSTS

ARCHITECT will be reimbursed for expenses incurred under Sections C and D. All reimbursable costs must be submitted monthly and itemized as to costs. The items allowable for reimbursement are as follows:

1. Costs of outside printing services, as required by the contract.
2. Cost of long-distance telephone, postage, courier, UPS, Federal Express, etc. to the extent such item is specifically quantified and estimated for this project.
3. Cost of other items as required, with prior approval from TOWN.

Town of Dewey-Humboldt

Design, Purchase and Construction of a New Steel Building for
Dewey-Humboldt Town Hall



Architectural Design and Project Management Services RFP Dated February 26, 2020

Prepared by
Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329

March 9, 2020

ADDENDUM NO. 1

The following revision to the Request for Proposals shall become a part of the above-mentioned contract documents. The respondent shall include a copy of the original Request for Proposals and this Addendum 1 in the response documents to verify receipt.

Request for Proposals

Section A. General

Section A is revised to add narrative to paragraph 8 as follows:

Time is of the essence in this contract. The Town is leasing the current Town Hall building, located at 2735 S. Highway 69. The lease expires December 31, 2020. While extending the lease by one year is negotiable, the Town's preference is to be operational in the new Town Hall building as soon as possible.



KDS

451 N. Dean Ave
Chandler, Arizona
85226-2745

ENGINEERING | DESIGN | BIM SERVICES

March 20, 2020

Ms. Claire Clark
Arizona Natural Designs, PLLC
985 South Apache Knolls Trail
Dewey, Arizona 86327

Subject: KDS Proposal # 20.03.139 - MEP Engineering for the Dewey-Humboldt Town Hall project located at 12938 East Main Street, Humboldt, AZ 86329 .

Dear: Ms. Claire Clark

Kraemer Design Services (KDS) is pleased to present this proposal to Arizona Natural Designs, PLLC for the above referenced project. This proposal is in response to your request on March 15, 2020 This proposal is presented in three (3) parts as follows:

1. Scope of Work (SOW)
 - 1.1. Description
 - 1.2. Schedule
 - 1.3. Fee
 - 1.4. Specific Owner/Client Provisions
 - 1.5. Specific Assumptions
 - 1.6. Specific Exclusions
2. Acceptance and Authorization to proceed
3. Terms and Conditions

If after review of this proposal you have any comments or questions, please contact us so that we may responsibly address your needs. We appreciate the opportunity to propose these services to Arizona Natural Designs, PLLC and look forward to assisting you with this important project.

Respectfully submitted,

Matthew Sanders – Project Manager
Kraemer Design Services, Inc



KDS

451 N. Dean Ave
Chandler, Arizona
85226-2745

ENGINEERING | DESIGN | BIM SERVICES

1. Scope of Work (SOW):

Arizona Natural Designs, PLLC has requested KDS to provide MEP Engineering for the Dewey-Humboldt Town Hall project located at 12938 East Main Street, Humboldt, AZ 86329.

1.1. Description of Scope of work

General

1.1.1. The Dewey-Humboldt Town Hall Project is an approximately 5000sf ground up building that will utilize a prefabricated steel building as a shell. The interior build out will consist of: one (1) main entry, one (1) lobby, one (1) conference room, ten (10) offices, six (6) restrooms, one (1) holding cell, one (1) judges quarters, one (1) prosecutor room, and several closets. KDS scope of work will consist of producing mechanical, plumbing, and electrical design packages suitable for permitting with the local Authority Having Jurisdiction (AHJ). All drawings will be sealed by a professional engineer competent in the appropriate discipline.

Mechanical

- 1.1.2. Mechanical Plan View drawings.
- 1.1.3. Mechanical details.
- 1.1.4. Mechanical sheet specifications.
- 1.1.5. Ventilation calculations.
- 1.1.6. ComCheck certifications.

Plumbing

- 1.1.7. Plumbing Plan View drawings.
- 1.1.8. Plumbing details.
- 1.1.9. Plumbing sheet Specifications.

Electrical

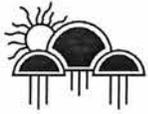
- 1.1.10. Electrical Plan View drawings.
- 1.1.11. Electrical details.
- 1.1.12. Panel schedules.
- 1.1.13. Interior lighting/photometrics.
- 1.1.14. Exterior lighting/photometrics (*if needed*)
- 1.1.15. Single line diagrams.
- 1.1.16. Electrical calculations.
- 1.1.17. Electrical sheet specifications.
- 1.1.18. ComCheck certifications.
- 1.1.19. Coordination with the local power utility.

Construction Administration (add/alt scope of work)

- 1.1.20. Three (3) construction inspections.
- 1.1.21. Submittal review.
- 1.1.22. RFI review and responses.

1.2. SOW Schedule

- 1.2.1. Project schedule will be based on four (4) weeks duration to commence upon receiving funding or Purchase Order (P.O.) and formal notice to proceed (NTP) from Arizona Natural Designs, PLLC.
- 1.2.2. No site visits are included in this scope of work.
- 1.2.3. Project schedule includes three (3) virtual meeting(s) required for this scope. If on-site meetings are required, they can be accommodated at \$1,700.00 each.
- 1.2.4. KDS requires a mobilization period of one (1) week after receipt of NTP.



KDS

451 N. Dean Ave
Chandler, Arizona
85226-2745

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1.3. SOW Fee:

- 1.3.1. Total Design Fee: **\$15,300.00**
- 1.3.2. Add/Alt (Construction Administration): **\$6,300.00**

1.4. SOW Specific Owner/Client Provisions

- 1.4.1. Any Owner/Client Provisions listed here in Section 1.4, Scope of Work Specific Owner/Client Provisions will supersede any conflicts listed in Section 3.3, Owner/Client Provisions.
- 1.4.2. Architectural background drawings in AutoCAD 2013 .dwg formats or equivalent.
- 1.4.3. Site background drawings in AutoCAD 2013 .dwg formats or equivalent.

1.5. SOW Specific Assumptions:

- 1.5.1. Any Assumptions listed here in Section 1.5, Scope of Work Specific Assumptions will supersede any conflicts listed in Section 3.4, Assumptions.
- 1.5.2. HVAC system ductwork 16" or less will be shown in single line format.
- 1.5.3. Electrical utilities will be designed to secondary point of connection.
- 1.5.4. All plumbing systems will be designed to five (5) feet beyond the building perimeter.
- 1.5.5. KDS will supply sheet specifications. If book specifications are required, an additional fee of \$1,000.00 will apply.

1.6. SOW Specific Exclusions:

- 1.6.1. Any exclusions listed here in Section 1.6, Scope of Work Specific Exclusions will supersede any conflicts listed in Section 3.5, Exclusions.
- 1.6.2. Building envelope architectural calculations.
- 1.6.3. Lightning protection systems.
- 1.6.4. Fire protections system design and hydraulic calculations.
- 1.6.5. Alternate system studies and/or designs.
- 1.6.6. Life cycle costing.
- 1.6.7. Energy modeling

2. Acceptance and Authorization to Proceed.

By signing below or a utilizing a notice to proceed, you authorize KDS to proceed on this project and accept the proposed scope of work, schedule, fees, and, scope of work specific owner provisions, assumptions, exclusions as indicated in Section 1 of this proposal as well as the general owner provisions, assumptions, exclusions, and terms & conditions in Section 3 of this proposal. Receipt of the executed copy of this Agreement, a binding contract shall be deemed to have been entered into, as of the date indicated.

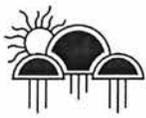
Arizona Natural Designs, PLLC (client)

Signed by:

Name:

Title:

Date:



KDS

451 N. Dean Ave
Chandler, Arizona
85226-2745

ENGINEERING | DESIGN | BIM SERVICES

3. Terms and Conditions:

3.1. Schedule:

- 3.1.1. In the event the Client chooses to segregate the task(s), request adjustments to the proposed schedule and / or duration, a change order may be required and will be submitted to Client for review prior to execution.
- 3.1.2. Additional meetings may be required to gather information and interface with the customer. These meetings will be billed at KDS standard hourly rates and will be accommodated via a change order.
- 3.1.3. In the event that this scope is delayed or placed on hold in excess of fifteen (15) days or terminated, KDS will submit a final invoice for payment based on the percentage of work completed at the time of termination.

3.2. Fee Basis:

- 3.2.1. Services under this Agreement shall be invoiced and are due in full within thirty (30) days of receipt. Net Thirty (30) Invoices not paid within thirty (30) days will be subject to interest at the rate of 1 1/2% per month (18% per annum) on the unpaid balance.
- 3.2.2. Discounting of payment terms, nor retention of payments are not permitted for this Agreement.
- 3.2.3. Credit card payments are not accepted and only US currency is accepted for payment.
- 3.2.4. This is a proposal that outlines the intended scope of services and is submitted to Client for consideration. It is to remain in effect for a period of thirty (30) days. It is understood that if this proposal is accepted, this work will be assigned to KDS on a purchase order number that will be assigned prior to commencement.
- 3.2.5. In the event that this project is delayed or terminated for reasons other than non-performance prior to completion, KDS will submit a final invoice for payment based on the percentage of work completed at the time of termination.
- 3.2.6. In the event that the Client requires the use of a purchase order as the vehicle for authorization of this Agreement, then this Agreement shall be referred to as "Attachment A" to said purchase order and included as an integral part of the purchase order. Because many of the terms and clauses in standard purchase orders are either inappropriate for a professional services agreement or render KDS's liability insurance null and void, or both, the terms of this Agreement shall supersede those of the purchase order. The purchase order shall be considered by KDS as a letter of transmittal for the executed copy of this Agreement from the Client and simply a matter of convenience to Client in terms of authorizing services and approving the terms as stated in this Agreement.
- 3.2.7. In the event that the Client requires the use of a notice to proceed as the vehicle for authorization of this Agreement, then this Agreement shall be referred to as "Attachment A" to said authorization. The notice to proceed shall be considered by KDS as a letter of transmittal for the executed copy of this Agreement from the Client and simply a matter of convenience to the Client in terms of authorizing services and approving the terms as stated in this Agreement.

3.3. Owner/Client Provisions:

- 3.3.1. Provide ready access to the most recent Engineering / Design content and / or documentation (if applicable).
- 3.3.2. Provide any specifications that the Owner / Client wishes KDS to use prior to start of work.
- 3.3.3. Provide reasonable contractor support which will require fall protection access for verification and for data acquisition of existing systems for inspections located in areas that are considered a "confined space", for equipment at elevation, electrical panel access, or similar.
- 3.3.4. Access to all areas associated with described work as identified within Section 1 for any verification or validation (if applicable).
- 3.3.5. Owner / Client to provide escort or security clearance (if applicable).

3.4. Assumptions:

- 3.4.1. In the event that there is an existing Master Service Agreement actively in place with the Client, the prevailing Terms and Conditions of the Master Service Agreement take precedence over any conflicts listed here in Section 3 Terms and Conditions.
- 3.4.2. Accuracy of the measurements that are provided to KDS shall remain the responsibility of the contractor or stakeholder who provides them.
- 3.4.3. If there are any conflicts with the design drawings with respect to the field conditions at any time, it shall remain the responsibility of the contractor or Others to contact the KDS engineer of record prior to commencing any construction or related work.
- 3.4.4. Any drawings supplied electronically shall be AutoCAD v2013 compatible.
- 3.4.5. Design documents will follow the latest KDS AutoCAD standards where applicable. If the client requires other AutoCAD standards applied, they must be provided before mobilization commences.
- 3.4.6. Requests for Information (RFI) – Client, contractor or stakeholder shall submit any RFI in a timely manner so that any existing issues or design study related issues can be addressed immediately and without delay. Client shall provide specific inquiries and provide recommendations for resolution to the issue.
- 3.4.7. KDS shall not be held liable for cost and schedule impacts due to delayed response to RFI when dependent on third party response (e.g.,

equipment vendor/manufacturers, component vendor/manufacturers, etc.).

- 3.4.8. Proposal is based on documented SOW and design documents received from Client or Owner.
- 3.4.9. Building structure(s) and facilities are up to code, specifications, and industry standards.
- 3.4.10. Engineering / Design information provided by the Customer or Others is up to date and accurate.
- 3.4.11. KDS will work to ensure all information provided by client representatives or equipment vendor/manufacturers or Owner is accurate, however KDS shall not be held liable for erroneous information provided by Others.
- 3.4.12. KDS shall not be held liable for schedule delays caused by untimely delivery of information by either Client representatives or equipment vendor/manufacturers or Others.
- 3.4.13. KDS shall not be held liable for design schedule delays caused by failure of others to close design review AR's by the agreed due dates as issued in the meeting minutes.
- 3.4.14. Design schedule and / or scope deviations will be captured via Change Order (CO) process.
- 3.4.15. All content including, but not limited to, Designs, Drawings, Details and Specifications generated or reviewed by KDS pursuant to this Agreement are instruments of service in respect of the scope. All documents reviewed by KDS that are not generated by KDS are the sole responsibility of the original content creator(s). KDS may provide general feedback upon request with respect to design content if generated by Others, however it is the client's sole responsibility to independently verify and ultimately make any final decisions with respect to any designs or related changes. KDS shall not intend or represent to decide if design documentation or design changes shall be suitable for use by the Client or Others on the project or on any other project, unless created by KDS. Any use without verification and approval by client will be at the sole risk of stakeholder without liability or legal exposure to KDS.
- 3.4.16. Except for claims or controversies involving Intellectual Property, which are exempt from this Section and may be filed or asserted without prior mediation, KDS and Client agree that they shall attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in the spirit of mutual friendship and cooperation. If any such attempt should fail, then the dispute shall first be submitted to a mutually acceptable neutral advisor for initial fact finding and mediation. Neither party shall unreasonably withhold acceptance of such an advisor, and selection of such an advisor shall be made within forty-five (45) days after written notice by either party for such fact finding and mediation. The cost of such fact finding and mediation, and of any other subsequent alternative dispute resolution agreed upon by the parties, shall be shared equally by KDS and Client. Any dispute which the parties cannot so resolve between themselves in good faith within six (6) months of the date of the initial demand by either party for such fact finding shall be finally determined by a court within the state of Arizona.

3.5. Exclusions:

- 3.5.1. Evaluation of the existing surrounding structure(s) for current code conformance, and adequacy of the existing construction.
- 3.5.2. Engineering evaluation of existing facilities or structures beyond the scope as defined within this proposal as defined in Sections 1 & 2.
- 3.5.3. Engineering / Design for remedial work and / or corrective work in the case of surrounding building structure(s) and / or facilities are not as it seems or as indicated by the Client or Other stakeholder.
- 3.5.4. Proposal / Schedule does not include development of POR documentation. Documents produced for this scope of work are for each site's specific requirements or as specific requirements indicated by the Owner / Client.
- 3.5.5. Environmental, Vibration, Acoustical investigation or studies unless specifically noted as part of the project in Section 1.
- 3.5.6. Any work not specifically outlined within this proposal as defined in Sections 1 & 2.
- 3.5.7. Any assessment work requiring fall protection or occurring in confined space.
- 3.5.8. Any Engineering / Design / Seal not listed in this proposal as defined in Section 1.
- 3.5.9. Services During Construction (SDCs) including but not limited to structural inspection, geo-technical inspection, structural observations, weld inspection, grout inspection, reinforcement inspection, concrete and steel work inspection, shop drawings, concrete mix design, anchor bolts placement and epoxy inspection, estimation of materials unless specifically noted as part of the project in Section 1.
- 3.5.10. Post Construction As-Builds

3.6. Limitation of Liability:

- 3.6.1. In recognition of the relative risks and benefits of the project to both Client and KDS, Client agrees, to the fullest extent permitted by law, to limit the liability of KDS to Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney fees and costs and expert witness fees and costs, so that the total aggregate liability of KDS to all those named shall not exceed this proposal fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



Blain Crowther
Crowther Engineering LLC
 250 N. Red Cliffs Dr. 4B #144
 St. George, UT 84790
 Ph:928-708-1665 blain@croweng.com

Date 3/18/2020
 Contract # 4756

Work Authorization Contract For:

Arizona Natural Design, PLLC
 Claire S. Clark
 clairec.92882@gmail.com

Project Name: Dewey-Humboldt Town Hall

Description	Qty	Cost	Total
Eng-Complete Structural Calculations for an office inside a metal building (billed as a lump sum).	1	1,706.25	1,706.25
CAD-Complete Structural Plans/Details/GSN for above mentioned project (billed as a lump sum).	1	1,706.25	1,706.25

Fee assumes interior structure is self supporting.

Fee assumes metal building and foundation engineering is provided by others.

- | | |
|---|--------------------------------|
| <ol style="list-style-type: none"> 1. This contract price quote is good for 60 days from date of contract. 2. Any scope of work not mentioned above is not included in the contract. 3. For fees less than \$1000.00, the total fee will be due before starting the project. 4. For fees greater than \$1000.00, half of the fee will be due before starting the project and the balance will be due before engineering is released unless prior arrangements have been made. 5. This contract is our one page "short form" - our "Terms and Conditions" are also part of this contract/agreement. If you would like a copy of our "Terms and Conditions" please contact us. | Total \$3,412.50 |
|---|--------------------------------|

To authorize this contract, please sign and email Signature
 back to blain@croweng.com

Date: _____

MRL CONSULTING, LLC

March 23, 2020

DHTH/PRO

Ms. Claire Clark
Arizona Natural Design, PLLC
985 S Apache Knolls Trail
Dewey, AZ 86327

Dear Ms. Clark

RE: Dewey/Humbolt Town Hall
12938 E. Main Street, Humbolt, AZ, 86329, APN 402-10-026A
PRE AND POST DESIGN PERIOD SERVICES PROPOSAL -

MRL Consulting, LLC is pleased to offer this fee proposal to complete the site investigation, engineering design, prepare construction drawings, prepare submittal documents and post design services for the site improvements plans for the proposed Dewey/Humbolt Town Hall Building. Assessor Parcel Number (APN) 402-10-026A, located in Humbolt Arizona.

STEP 1. SITE INVESTIGATION/TOPOGRAPHIC SURVEY

We will complete the site investigation and development of the final site plan for the new building pad and parking lot. A site plan illustrating the new building and onsite improvement recommendations will be prepared for coordination with the AZ Natural Design and the Town of Dewey/Humbolt. A topographic Survey is required for the engineering design and construction drawing preparation. Survey will be provided by the Town of Dewey/Humbolt.

STEP 2. ENGINEERING DESIGN & REPORTS

We will complete the engineering design & studies and prepare final reports to support the submittal of the Town Hall development. The supporting documents will be prepared to professional standards in accordance with Town of Dewey/Humbolt and Arizona Department of Environmental Quality (ADEQ) requirements. A drainage report documenting the analysis and design of storm water runoff will be prepared. An engineering design report will be prepared to document the design intent of the water & sewer systems.

A soils analysis is required for construction, which involves on-site soils collection and analysis to determine soil conditions, foundation support and pavement structure design parameters. A soils report will be provided by the Town of Dewey/Humbolt.

STEP 3. CONSTRUCTION DRAWINGS:

At the conclusion of Step 2, the completion of the engineering design and reports phase, we will prepare construction drawings for the site parking lot, drainage facilities, and water and sewer systems. We will coordinate a Preliminary Construction Drawing Submittal with Town staff (roughly 60% complete with

Draft Design Reports) and two formal plan reviews. An initial cost estimate will also be provided for the first formal plan submittal to the Town. An Engineer's Estimate of Probable Cost is generally required to establish the financial assurance amount for the improvements. We will prepare and include the Estimate in the final submission to the Town.

STEP 4. AGENCY SUBMITTAL & COORDINATION:

Applications for submittals to the Town of Dewey/Humbolt will be prepared and submitted. We anticipate approximately 5 to 7 weeks for the Town to review and approve the application. Throughout the review period, we will coordinate and attend meetings with Town Staff to facilitate the approval process. We will amend construction drawings to address Town comments after consultation with and concurrence by you.

We will coordinate with the utility companies during this time to provide information and plans for their use in the relocation and/or design of their equipment and facilities.

STEP 5. BIDDING & POST DESIGN ENGINEERING SERVICES:

At the conclusion of Step 4, we will assist in the bidding negotiation process, contract administration, and construction observation acting on behalf of the owner. As the representative of the owner, we will review material submittals and payment requests from the contractor and make recommendations to the owner. We will conduct periodic onsite observations and report to the owner. Upon completion of construction, we will determine substantial and final completion and prepare record drawings.

The fees for professional services outlined above are summarized as follows:

MRL Consultants, LLC	
Step One	\$ 1,375.00
Step Two	\$ 7,265.50
Step Three	\$ 5,700.00
Step Four	\$ 3,745.00
Step Five	<u>\$ 4,575.00</u>
Total	\$ 22,660.00

Ms. Clark
Page three
March 23, 2020

DHTH/PRO

The fees are estimated too not exceed \$22,660.00 without expressed authorization from you. Reimbursable Expenses are primarily reproduction costs for printing of plans and reports.

The following are specifically not included in the fees listed above:

1. Recording fees. (Final fees to be determined at time of recording)
2. Agency Submittal Fees. (Final Fees to be determined at time of submittals)
3. Title Report (Fee to be determined by Title Company)
4. Boundary and Topographic Survey
5. Soils Report
6. Approved Reimbursement Expenses and Reproduction costs over the estimated \$550.00.

We have enclosed a staff hour estimate for your review of the hours and expenses we estimate to complete this project. We are happy to meet with you to discuss any aspect of the proposal. We are ready to proceed with the project at your direction.

We thank you for this opportunity to provide professional services for the successful completion of this project. Should you have any questions, please contact me.

Sincerely,

MRL Consulting, LLC.



Michael R. Lopez, PE
Civil Engineer

Enc.

CONTRACT AGREEMENT

CLIENT: Arizona Natural Design, PLLC
Atten: Claire Clark
ADDRESS: 985 S. Apache Knolls Trail
Dewey, AZ 86327

SCOPE OF SERVICES: Civil Improvements -Dewey/Humbolt Town Hall
12938 E. Main Street, Humbolt, AZ
APN 402-10-026A
SITE INVESTIGATION, PRE & POST DESIGN SERVICES

<u>FEE DESCRIPTION:</u>	<u>ESTIMATED AMOUNT NOT TO EXCEED</u>
STEP 1. Site Investigation/Survey	1,375.00
STEP 2. Engineering Design & Reports	7,265.50
STEP 3. Construction Drawings & Specifications	5,700.00
STEP 4. Agency Submittal & Coordination	3,745.00
STEP 5. Bidding & Post Design Engineering Services	4,575.00
	\$22,660.00

The Standard Provisions set forth upon the reverse side are hereby incorporated into, and made part of, this Agreement.

ACKNOWLEDGED BY CLIENT: _____ (Initials)

In witness whereof, the parties have made, executed and accepted this Agreement upon the terms, provisions and conditions stated above and on the reverse side hereof, the day and year as first written below:

CONSULTANT:
MRL Consultants, LLC.

BY: 
TITLE: Owner
DATE: 3/23/2020

CLIENT:
Arizona Natural Design, PLLC

BY: _____
TITLE: _____
DATE: _____

MRL Consulting, LLC
P.O. Box 642
Chino Valley AZ 86323
(928) 925-7543
michael@mrlceng.com

STANDARD PROVISIONS OF AGREEMENT

The client and consultant agree that the following provisions shall be a part of their agreement:

1. The client binds himself, his partners, successors, executors, administrators, and assigns to the consultant to this agreement in respect to all of the terms and conditions of this agreement.
2. In the event that the plans, specifications and/or field work covered by this contract are those required by various governmental agencies, and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by the client as extra work.
3. In the event that any staking is destroyed by an Act of God or parties other than the consultant, the cost of restaking shall be paid for by the client as extra work.
4. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.
5. The client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
6. All tracings, survey notes, and other original documents as instruments of service are, and shall remain, the property of the consultant, except where by law or precedent these documents become public property.
7. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
8. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.
9. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.75% per month, which is an ANNUAL PERCENTAGE RATE of 21%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
10. In the event of any litigation, the client agrees to pay to the consultant, interest on all past due balances at the rate of 21 percent (21%) per annum.
11. The client hereby agrees that the balance, as stated on the billing from the consultant to the client, is correct, conclusive and binding on the client unless the client, within ten (10) days from the date of the making of the billing, notifies the consultant in writing of the particular item that is alleged to be incorrect.
12. In the event all or any portion of the work prepared or partially prepared by the consultant be suspended, abandoned or terminated, the client shall pay the consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
13. In the event that the client institutes a suit against the consultant because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered for the consultant, the client agrees to pay the consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs, and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of the consultant.
14. Neither the client nor the consultant shall assign his interest in this agreement without the written consent of the other.
15. The consultant makes no representation concerning the cost figures made in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only, and the consultant shall not be responsible for fluctuations in cost factors.
16. In the event of litigation on this agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the State of Arizona.
17. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
18. All agreements on the consultant's part are contingent upon, and the consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of, delays in performance by reason of strikes, lockouts, accidents, Acts of God, and other delays unavoidable or beyond consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate, or delays caused by failure of client or client's agents to furnish information or to approve or disapprove consultant's work promptly, or due to late or slow or faulty performance by client, other contractors or governmental agencies, the performance of whose work is precedent to, or concurrent with, the performance of the consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
19. In the event that litigation be instituted under the terms and conditions of this agreement, the same is to be brought and tried in judicial jurisdiction of the court of the county in which the consultant's principal place of business is located, and the client waives the right to have the suit brought, or tried in, or removed to, any other county of judicial jurisdiction.
20. The consultant does not guarantee the completion or quality of performance of contract, or the completion or quality of performance of contracts, by the construction contractor or contractors or other third parties, nor is he responsible for their acts or omissions.
21. The consultant makes no warrant, either express or implied, as to his findings, recommendations, specifications or professional advice, except that these were promulgated after being prepared in accordance with generally accepted engineering and/or surveying practices and under the direction of registered professional engineers and/or licensed land surveyors.
22. The client agrees to cooperate in any and every way or manner with the consultant on the project.
23. The consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys or sub-surface soil tests or general soil testing.
24. The consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not intended as accurate unless such area is certified. Certified areas will only be given when requested in writing and at an additional charge to the client.
25. In the event that any changes are made in the plans and specifications by the client or persons other than the consultant which affects the consultant's work, any and all liability arising out of such changes is waived as against the consultant, and the client assumes full responsibility for such changes unless the client has given the consultant prior notice and has received from consultant written consent for such changes.
26. The consultant is not responsible, and liability is waived by the client as against the consultant, for use by the client or any other person of any plans or drawings not signed by the consultant.
27. In consideration of the consultant's fee for services, the client agrees that the consultant will perform no on-site construction review for this project; that such services will be provided by others; and that the client shall defend, indemnify and hold the consultant harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this project.
28. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of the consultant.
29. The client agrees to limit the consultant's liability to the client and to all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the consultant, to the sum of \$50,000 or the consultant's fee, whichever is greater.
30. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this agreement.
31. The terms and provisions of this agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which the consultant may have for the performance of services under this agreement.
32. One or more waivers of any term, condition or covenant by the consultant shall not be construed by the client as a waiver of a subsequent breach of the same or any other term, condition or covenant.
33. In the event the client fails to pay the consultant promptly, or within sixty (60) days after invoices are rendered, then the client agrees that the consultant shall have the right to consider said default a total breach of this agreement and the duties of the consultant under this agreement terminated. In such event, the client shall then promptly pay the consultant for all of the fees, charges and services performed by the consultant on an agreed hourly basis.
34. In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
35. Services provided within this agreement are for the exclusive use of the client.
36. There are no understandings or agreements except as herein expressly stated.

CLIENT: Arizona Natural Design , PLLC								
ADDRESS 985 S Apache Knolls Trail, Dewey, AZ 86327								
JOB: Dewey Humbolt Town Hall, APN - 402-10-026A								
DATE: 20-Mar-20								
ITEM	DESCRIPTION	PRIN (PM/PE) \$160	PRJ ENG \$135	SR DSNGR \$120	TECH \$95	REIMB \$\$	TOTAL HOURS	TOTAL COST
STEP 1	SITE INVESTIGATION AND DEVELOPMENT							
1	SITE INVESTIGATION		2		2		4	\$460.00
2	SITE DEVELOPMENT	1	1	2	4		8	\$915.00
	SUBTOTAL	1	3	2	6	12	12	\$1,375.00
STEP 2	DESIGN & REPORTS							
1	DRAINAGE	2	8		2		12	\$1,590.00
2	WATER SYSTEM		2	4			6	\$750.00
3	SEWER SYSTEM		4	4			8	\$1,020.00
4	DESIGN		3	6	4		13	\$1,505.00
5	DRAFT SPECIFICATIONS AND SPECIAL PROVISIONS		8				8	\$1,080.00
6	REPORTS	2	6		2		10	\$1,320.00
	SUBTOTAL	4	31	14	8	57	57	\$7,265.00
STEP 3	FINAL CONSTRUCTION DRAWINGS							
1	PLANS	2	6	12	8		28	\$3,330.00
2	FINAL SPECIFICATIONS AND SPECIAL PROVISIONS		3		4		7	\$785.00
3	COST ESTIMATE	1			2		3	\$350.00
4	MUNICIPAL REVIEW	2	2	3	3		10	\$1,235.00
	SUBTOTAL	5	11	15	17	48	48	\$5,700.00
STEP 4	SUBMITTAL & APPLICATION							
1	DEWEY/HUMBOLT APPLICATION	1			2		3	\$350.00
2	YAV CO APPLICATION	1			2		3	\$350.00
3	SWPPP/EROSION CONTROL PLAN	2	2		5		9	\$1,065.00
4	UTILITY COORDINATION		4				4	\$540.00
5	FINAL ESTIMATE	1			2		3	\$350.00
6	COORDINATION & REVIEW		4				4	\$540.00
	REIMBURSABLE					\$500		\$550.00
	SUBTOTAL	5	10	0	11	26	26	\$3,745.00
STEP 5	POST DESIGN							
1	BIDDING & NEGOTIATION PHASE	1	4				5	\$700.00
2	CONTRACT ADMIN. & CONSTRUCTION OBSERVATION	1	10		4		15	\$1,890.00
3	RECORD DRAWINGS	1	2	6			9	\$1,150.00
4	COORDINATION & REVIEW	1	5				6	\$835.00
	SUBTOTAL	4	21	6	4	35	35	\$4,575.00
	TOTAL MRL DESIGN	19	76	37	46	178	178	\$22,660.00
	DESIGN MRL							\$22,110.00
	SUB-CONSULTANTS							\$0.00
	TOTAL REIMBURSABLES					\$500		\$550.00
	PROJECT DESIGN TOTAL							\$22,660.00

BOARD OF TECHNICAL REGISTRATION Registered Professional Search

FOF

Last Updated 3/9/2020. Registrants, if you believe the information regarding your license on this search is inaccurate or missing, please email news@azbtr.gov citing the discrepancy. A list can be created by selecting the small orange CSV box at the bottom left of the search after selecting apply. You can find a roster of registrants between 1921 to 1984 by selecting the About Tab.

License Number

50724

For best the results, only enter the license number. When filling fields, spelling counts.

First Name

Claire

Last Name

Clark

License Status

- Any -

Discipline

- Any -

City

State

Zip



Expires: 3/21/22

Do not enter abbreviations.

Apply Reset

Registered Professional Search

LICENSE NUMBER	FIRST NAME	LAST NAME	LICENSE STATUS	DISCIPLINE	CITY	STATE	ZIP
50724	CLAIRE	CLARK	Active	ARCHITECT	DEWEY	Arizona	86327

Pursuant to A.R.S. § 32-4404(C), a person may obtain additional public records related to any licensee or certificate holder, including dismissed complaints and non-disciplinary actions and orders, by contacting the Board at 602-364-4930.

CSV

REQUEST FOR STATEMENT of QUALIFICATIONS FOR: ARCHITECTURAL DESIGN & PROJECT MANAGEMENT for DEWEY-HUMBOLDT TOWN HALL



DUE: 23 March 2020
TIME: 4:00 pm

'ORIGINAL'



LEA Architects, LLC
1730 E. Northern Avenue Suite 110
Phoenix, AZ 85020

T: 602-943-7511

F: 602-943-7784

lenyart@lea-architects.com

www.lea-architects.com

23 March 2020

Town of Dewey-Humboldt
Office of the Town Clerk
2735 S. Highway 69 Humboldt Station
Humboldt, AZ 86329

Attn: Tim Mattix, Town Clerk
Re: Architectural Design and Project Management for Dewey-Humboldt Town Hall

Dear Mr. Mattix and Selection Panel Members:

This letter expresses our sincere interest in being selected as the Architect/Planner for Town of Dewey-Humboldt Town Hall. LEA Architects, LLC (LEA) has programmed, planned, designed, and constructed over one billion dollars of public/municipal buildings of varying size, function and budget over the past four decades. We have provided master planning and professional design services for new and remodeled facilities for clients across the Southwest. We have considerable experience in architecture and planning involving large and small scale public architecture projects and have numerous repeat clients. We have provided professional work for Buckeye Town Hall, Eloy City Hall, Payson Town Hall, Paradise Valley Town Hall, Somerton City Hall, and Avondale City Hall. We are confident that our relevant experience, satisfied clients, and design capabilities will enable our team to provide design services that will meet the current and future needs of the City. LEA has received 125+ awards for quality design, energy efficiency, innovation and environmental excellence. We are confident that we will be able to design a high quality, cost efficient, and a sustainable Town Hall for Dewey-Humboldt. Most recently we designed the Award Winning Somerton City Hall. We previously completed their Library, Public Safety (Police, Fire, and Communications). We have considerable experience with Metal Building Design and Construction and we have provided examples attached, such as the Central Yavapai Regional Training Academy, Copper Canyon Fire Station, Tohono O’odham Public Safety Building, Maricopa County Sheriff’s Department SWAT Building, and numerous other clients across AZ.

LEA has worked in Northern AZ and the area around Dewey-Humboldt over the past four decades. We have assembled a team of well-qualified professionals capable of providing the Town leadership and quality professional services. LEA has experience with Design-Bid-Build, Design-Build, CM@Risk and LEED Certified projects and is capable of providing Dewey-Humboldt with quality professional services that will meet the Town’s mission and environmental needs for many years to come. We are completely computer automated with CADD, computer three-dimensional modeling, BIM, and computer animations and have full electronic computer communications with our consultants and clients. We are known for design excellence, thorough documents, and a full spectrum of construction management services. We have a proven track record of quality design, on time delivery, quality construction, and minimal change orders and have been repeatedly asked back to do more.

We are enthusiastic, good listeners, highly creative, and well qualified to assist and direct the designs of your project. ***Our Somerton City Hall project received the AZ Forward Environmental Excellence Award in 2017.***

I am pleased to submit for your review, a folder of experience qualifications over a wide portfolio of award winning professional work.

Sincerely,



Larry Enyart, FAIA, LEED Fellow
President & Principal Architect of LEA



Enclosures

LEA - Architects, LLC

Architecture Planning Interiors
1730 East Northern Avenue, Suite 110
Phone: 602.943.7511
email: info@lea-architects.com

Construction Management
Phoenix, Arizona 85020
Fax: 602.943.7784
www.lea-architects.com



Professional Services Fee Estimate – Dewey-Humboldt Town Hall

23 March 2020

1. Certain Project details are unknown and have not released by the Owner at this time.

Task 1: Dewey-Humboldt Town Hall

- site size .71 acres located at 12938 E. Main Street, Humboldt
- Project Estimated square footage is approximately 4,875 s.f.
- Total Construction Budget is unknown

2. Dewey-Humboldt Responsibilities/Input:

- Special Environmental Assessments - (If required)
- Bid Printing and Distribution
- Topographic / Architectural Survey
- Geotechnical Report

3. Basic Services: Dewey-Humboldt Town Hall

- Architect's Fee for Basic Design Services: These professional services include all architectural, structural, mechanical, plumbing, and electrical engineering professional services for the design of the Town Hall. Project Documents shall be broken into phases, with the percentile of the total design fee shown in parentheses: Schematics and Programming (20%), Design Development (35%), and Contract Document Drawings and Specifications (40%), and Bidding (5%). This includes normal architectural, structural, mechanical, plumbing, and electrical engineering professional services.

Total Basic Services = 6.5% of the Construction Costs

- LEA Architects will assist in obtaining necessary Building Permits following the completion of the Construction Documents.
- Professional Engineering Service: Civil Engineering Fees for Grading & Drainage, Utilities, and Fire Lines. Total Civil Engineering Services except as noted = 1.15 % of the Construction Costs.

Notes:

- Fees do not include design of extensive off-site improvements, ie street widening, curb/gutter or extensive utility infrastructure improvements other than those required for service to the fire station)
- Fees do not include the design of a water pump to elevate pressure for fire sprinkler/hydrants (if required).
- Fess Do not include Septic Tank Designs (if required)
- Architect's Fee for Construction Administration during 7 month construction period: Contract Administration during construction phase including site visits for contract compliance, limited project inspection, construction progress meetings, scheduling, request for information from contractor, job coordination, As-Built drawings verification, contractor pay application review, review of material testing procedures and results, change order processing, shop drawing and submittal review, material and color selection, inspection of the work, and punch list identification inspections for substantial completion and final inspection.

Total Construction Administration Services = 2.9 % of the Construction Bid Amount

Professional Services Fee Estimate – Dewey-Humboldt Town Hall

7. Compensation for Additional Consulting Services not identified above:

Principal Architect or Engineer	\$195.00/Hr
Project Architect or Engineer	\$125.00/Hr
Senior Draftsman or CADD operator	\$95.00/Hr
Clerical	\$55.00/Hr

The Architect shall make reasonable efforts to design the project within the Owner's budget. In the course of design, should the Owner significantly increase the scope of the project beyond probable cost estimates by the Architect, the Architect's & Consultant's professional fees shall be increased accordingly. Should you have any questions, please give us a call.

Respectfully submitted,



LAWRENCE ENYART, FAIA, LEED AP
LE/mp

GENERAL DESCRIPTION:

Established in 1975, LEA-Architects is a nationally recognized firm that has designed a wide range of sustainable public projects the past 45 years including: city halls, community and multi-purpose centers, courts, educational facilities, fire, kitchen facilities, libraries, museums, office/administration airports, parks, police, public safety facilities, and training centers.

BACKGROUND and DEMONSTRATED ABILITY TO PERFORM SERVICES:

The key to any successful project starts with understanding the clients needs, and developing an appropriate program based on those needs. We use our "Team Approach" coupled with extensive experience in programming, sustainable design, and knowledge of the local context to identify critical issues and resolve them in an economical, functional and aesthetically appropriate design. Our goal in designing, planning and programming the New Town Hall is to meet all the specific needs of the Town of Dewey-Humboldt. Many different innovative approaches will be used in completing the this project. Our presentation skills, in house renderings, and designs are second to none. We feature computer animations, building fly arounds and other unique design tools to provide clients with multi 3D views and unique digital visualizations. It will be important to work quickly in the initial stages to provide the user group with practical options to their challenges. Our variety of practical experience in terms of understanding space requirements, relationships and primary design concerns will allow us to work quickly in the development of options for review and approval. It will be our goal to present these options clearly in a way that will make programming decisions by the user group simple, straightforward and as easy as possible. We are enthusiastic, good listeners, highly creative, and well qualified to assist and direct the designs of your project! LEA can provide quality professional services that will meet Dewey-Humboldt's needs for many years to come.



LEA-Architects, LLC

1730 E. Northern Avenue Suite 110
Phoenix, Arizona 85020
Web Site: www.lea-architects.com

T: 602-943-7511
F: 602-943-7784

YEAR ESTABLISHED: 1975
TYPE of ORGANIZATION: Partnership
STATE of LICENSE/REGISTRATION: AZ

CONTACT PERSON: Larry Enyart, FAIA, LEED AP, Architect, Principal of Firm
T: 602.943.7511 x110 email: lenyart@lea-architects.com

WHERE SERVICES will be PERFORMED:

ALL (100%) of the work on this project will be performed at this location with convenient access to ALL personnel involved in the design of the project. Lawrence Enyart, FAIA, LEED AP and Lance Enyart, AIA, LEED AP are Principals of the firm. Our present workload is optimum to maximize our efforts and will in no way interfere with the timely completion of any proposed projects. We are 100% available to proceed without delay!

WE ARE ENTHUSIASTIC + ARE READY TO START IMMEDIATELY!

ORGANIZATIONAL CHART:



KEY PERSONNEL:



***Lawrence Enyart, FAIA, LEED AP**, heads the Team as LEA principal. His credentials include 44 years of successful private practice designing a wide variety of municipal projects with numerous repeat clients. He has won numerous design excellence and innovation awards. Larry served as principal Architect for all projects listed in section 5. He served as lead architect for: Somerton City Hall, Avondale City Hall, Yuma Community Center; Avondale Community/Senior Center, Somerton Library Remodel and Addition; Cottonwood Library and Children’s/Teen Addition and Master Plan; Payson Public Library and Master Plan, Phx Art Museum Dan Graham Installation, Phoenix Theater, The Museum of Military History as well as over 150+ new and remodeled educational facilities, fire, libraries, museums, office/administration parks, police, public safety facilities, and training centers.



***Lance Enyart, AIA, LEED AP** serves as a Principal Design Architect and will head all design operations for LEA. Lance has been involved with LEA since 1993. Lance was Design Principal or Design Architect for all projects listed in section 5 and has extensive design experience working on municipal city hall and administrative office projects. Lance has won numerous awards for design excellence, innovation, and sustainability and is highly skilled at Architectural visualization and design communication. Most recently Lance served as Principal Design Architect for the Somerton City Hall and the Avondale Municipal Complex Corporate Center which included master planning and schematic design for 40,000 SF of new commercial office space located at the existing Avondale Municipal Complex.



***Randy Jones, R.A.** serves as the Senior Project Manager and Vice President of Operations for LEA Architects. Randy has been with LEA for 30 years and will be the day to day point of contact for the client for all projects that may result from this contract. Randy is responsible for the overall management of the project, provides leadership and oversight for LEA’s design and production staff in the development of plans and specifications, manages and provides coordination with all Sub Consultants, and implements LEA’s quality insurance / quality control procedures during all phases of the design and construction. In addition Randy is highly experienced in Construction and will lead the Construction Administration process for LEA. Mr. Jones has been involved with all projects listed in Section 5.

SOMERTON CITY HALL + COUNCIL CHAMBERS



DESCRIPTION: LEA Architects served as the Master Plan and Design Architect for a new City Hall located in Downtown Somerton which includes council chambers, city administration, as well as Arizona Western College classroom space. Working in a partnership with the City of Somerton, LEA has designed the new City Hall to be energy efficient and utilize sustainable building principles. Most importantly, the facility will be functional for conducting the day-to-day administration of the City's services and programs, and adequately accommodate for the function of government such as City Council and Planning Commission meetings and other community functions. The new City Hall will be reflective of the future aspirations of the City, as well as the history and culture of the community. Through the use of creative site and space planning with consideration to the surrounding context the new mixed-use infill building will include street level retail and classroom spaces. The project incorporates numerous sustainable design strategies and follows concepts outlined in Somerton's new Redevelopment master plan.

Size: 14,500 s.f.
Completed: June 2017
Method of Delivery:
 design / bid / build
Estimated budget: \$3M

Reference:
 Ian McGaughey
 (928) 722-7343
 IanMcGaughey@somertonaz.gov

Services Provided:
 Programing
 Master Planning
 Interior Design
 FF&E Coordination
 Concept Renderings
 Schematic Design
 Construction Drawings
 Construction Administration

Principal Architect:
 Lawrence Enyart, FAIA
Principal Design Architect:
 Lance Enyart, AIA,
Project Manager:
 Randy Jones, R.A.





ELOY CITY HALL SCHEMATIC DESIGN



DESCRIPTION: The massing and form of the Eloy City Hall is in direct response to the City’s project requirements, adjacent context, park, site, climate, and cultural influences. The roof of the city hall cantilevers out over a depressed, outdoor amphitheater that connects with the existing park to create an opportunity for dynamic community interactions and expansion of the existing park on the new site. This outward gesture acts as the entrance for the City Hall and as a counterpoint to the council chambers which is a tall circular form to the south. These two moves act as anchors for an inviting three sided courtyard with a cooling tower at the terminus. The central courtyard of the city hall works very well in the southwest desert and creates a cooler micro climate that helps to mitigate the summer heat in the desert. The commercial / retail space at the southwest corner of the site engages with the street to create a new amenity for the population of Eloy with massing that reinforces the entry arcade alignment for the City Hall. The Arcade is continuous along 4 sides of the courtyard protecting the large arched windows that blur the boundaries of interior and exterior space. The massing and scale of the city hall steps down in scale along 7th street in response to the adjacent residential context. At the back of the site a future city or commercial use is considered.



Fire Station Size: 15,078 s.f.
Storage Bldg Size: 5,677 s.f.

Construction Cost: \$4 M

Completion Date: August 2011

Reference: N/A
Design Competition

Service Provided: Schematic Design



RELATED COMPLETED PROJECTS
CITY OF AVONDALE - CIVIC CAMPUS



City of Avondale Innovation Labs - Civic Campus

DESCRIPTION: LEA Architects worked with the City of Avondale on an overall campus master plan which includes 3.5 acres of undeveloped land located at the gateway to the City's existing municipal complex. LEA assisted the City of Avondale with providing programing, master planning, and conceptual architectural design services for new innovation laboratory space and office totalling over 60,000 SF. The master plan and conceptual design developed by LEA includes new shared indoor and outdoor amenity space, open and collaborative offic environment, opportunities for mix use retail / coffee shop integration, building mounted solar PV and parking canopies, and parking / landscaping upgrades, The master plan and conceptual architectural design is geared towards innovative technology focused companies that the City hopes to attract to the development with the goal of fostering connectivity between the new innovation lab spaces and the existing Civic campus.

Size: 60,000 SF
Contract: Term Contract /
Formal RFQ.
Design Schedule: 2
months
Role: Architecture /
Masterplanning

Completion: Feb. 2019
Reference:
Aaron White
City of Avondale
623-333-1414
awhite@avondale.org



COPPER CANYON FIRE STATION - STEEL BUILDING



DESCRIPTION: LEA worked with the Copper Canyon Fire and Medical District to design a new fire station facility in Camp Verde Arizona. Given the limited budget, a pre-engineered metal building structural system is utilized for the project. Working with the traditional kit of parts available for metal building systems LEA exposed the structural frame to the exterior of the building skin and offset the peak of the roof to create clerestory windows that allow for natural daylight in the interior of the living spaces and apparatus bays. The architectural design is cost effective and appropriate for a public building located in this rural community. The building is designed with deep overhangs to define an open and inviting public entry and provide shaded outdoor space for the fire station and training rooms spaces. The building is clad with a combination of weathering and galvalume metal panels which require no future maintenance or painting.



Copper Canyon Fire District
Camp Verde, AZ 86322

Budget: \$3.5M

Completion Date: Winter 2021

Bldg SF: 10,000 sf

Services Provided:

- Programing
- Cost Estimating
- Value Engineering
- Interior Design
- Schematic Design
- Design Development
- Construction Documents
- Bid Specifications
- Contract Administration

Reference:

Chief Terry Keller

(928) 567-7428

TKeller@mrfd-fire.or

PROJECT TEAM:

- Principal: *Larry Enyart, FAIA,
- Design Principal: *Lance Enyart, AIA
- Sr. Project Mgr.: *Randy Jones, RA

PHOENIX FIRE STATION NO. 58 - STEEL BUILDING



DESCRIPTION: Phoenix Fire Station No. 58 replaces the existing fire station that was in disrepair and had reached the end of its useful life with a new pre-engineered metal building designed by LEA. The project was designed to not only reduce the overall construction cost based on the client's limited budget, but also work with the existing metal building that houses the Fire Apparatus. Both the new facility and the existing Apparatus Bays are sided with new weathering steel panels to tie to the agricultural community of Laveen and the natural desert near the base of South Mountain. LEA worked closely with the City of Phoenix and Fire Department to design a facility that retained much of the concrete parking areas and site features to further minimize construction costs, and also assist in maintaining operation of the facility during construction. Custom Architectural details were designed to integrate with the pre-engineered metal building structural system including deep overhangs at the entry and clerestory windows at the Dayroom to protect glazing from the summer sun and define an entry to the building. A shaded canopy on the east façade provides a secure screened patio for the fire personnel while protecting the windows allowing natural light to the Dining Room. A portion of one of the existing apparatus bays was converted to the physical fitness room that will be air conditioned, but has retained the existing overhead door to allow the space to be opened for natural ventilation during cooler times of the year. The Facility includes sleeping quarters for six (6) personnel, unisex staff restrooms and lobby space and meeting room that can be utilized for Laveen Fire District Board Meetings. Sustainable Features include Enhanced Building Insulation, Low-e insulated glass and High-Efficiency AC units.

Exist. App. Bays/ Physical Fit.

Size: 3,600 s.f.

New Fire Station Size: 5,344 s.f.

Total: 8,944 s.f.

Construction Cost: \$1.45 M

Completion Date: Feb. 2016

Contractor:

Danson Construction

LEA Services Provided:

Programing

Interior Design

Schematic Design

Design Development

Construction Documents

Bid Specification

Contract Administration



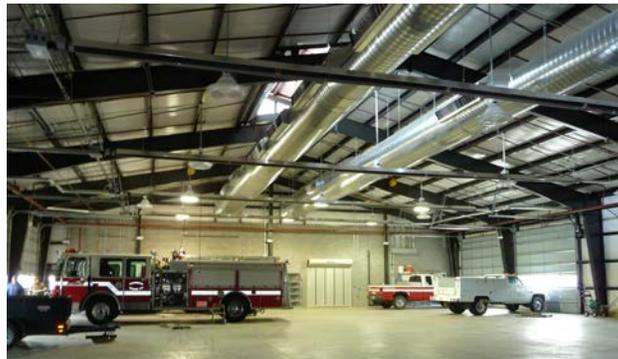
CENTRAL YAVAPAI FIRE DISTRICT STORAGE & WAREHOUSE BUILDINGS - STEEL BUILDINGS



DESCRIPTION: LEA served as the Architect for phase one of the Central Yavapai Fire District Training Center which included the 12,000 S.F. CPAT and Apparatus Storage Pre Engineered Metal Building building. LEA Architects incorporated clerestory windows into the storage facility to provide ample natural light and reduce the need for artificial lighting which reduces overall energy costs. LEA Architects also designed phase III of the Training Academy which includes a 15,000 S.F. Warehouse Building. Similar to the CPAT structure the new Warehouse Facility will consist of a Pre Engineered Metal Building which will include vertical storage systems, office, and mezzanine space. The project also incorporates renewable energy systems in the form of a wind energy tower and a 15 KW photovoltaic array.

Features include:

- Apparatus Storage Bays
- Office Space
- Loading Dock
- Maintenance Bays
- Solar PV
- Wind Energy
- Fire Training Props
- Training Room
- Classroom,
- Observation Tower
- Mechanical Yard
- Radiant Heating
- Work Shop



Valley Road and Prescott Valley, Arizona

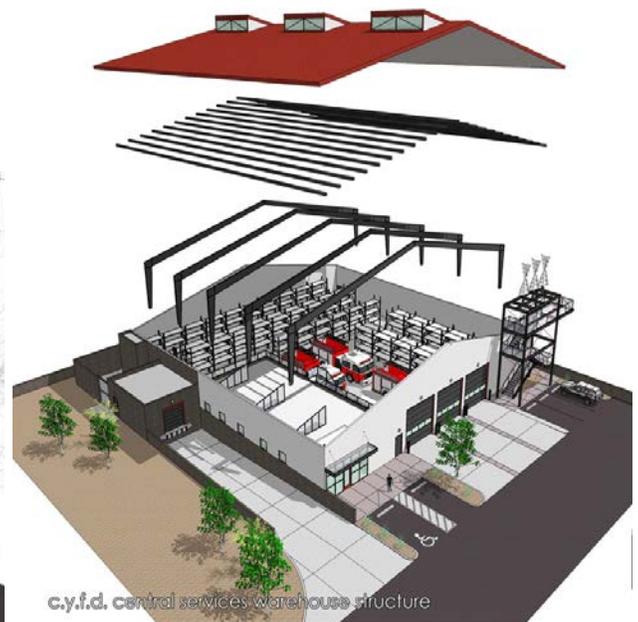
Size:
12,000 s.f.

Construction Cost:
\$1.2 M

Completion Date:
2008

Reference:
Fire Chief Mike Parish
(928) 772-7711
Mary Dalton
Administrative Services
Director, CYFD
(928) 772-7711

Services Provided:
Masterplanning
Programing
Colored Renderings
Schematic Design
Design Development
Construction Documents
Bid Specifications
Cost Estimating
Contract Administration





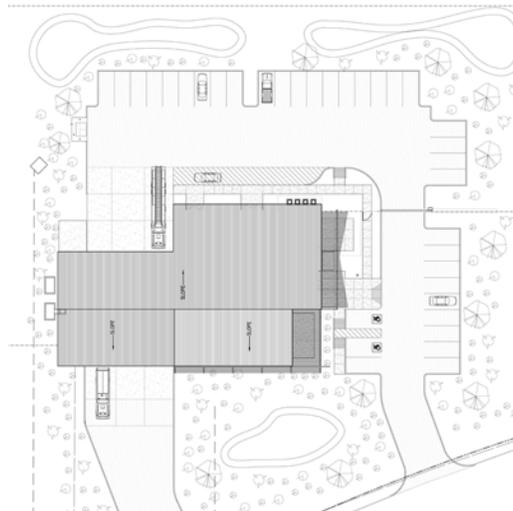
TOHONO O'ODHAM SAN XAVIER FIRE & POLICE SUBSTATION - STEEL BUILDING



DESCRIPTION: LEA is currently working with the Tohono O'odham Nation San Xavier District in the design and construction of a new public safety facility with fire, police, and community orientated spaces. In consideration of the client's budgetary constraints the design for the station utilizes pre-engineered metal building structural system in order to maximize the cost effectiveness of the project. The architectural design of the facility varies the profile and color of the metal building skin and expresses the steel structural frame to create visual interest, define an open and inviting entry, and provide shaded outdoor space for the fire station and community orientated spaces.

PROJECT PROGRAM

- Lobby / Cultural Display Area
- Reception Area
- Community Room
- Fitness Room
- Dining/Kitchen Area
- Shared Conference/Training Room
- 3 Apparatus Bays
- Sleeping Quarters for 11
- Dayroom
- Laundry/Decontamination Rm
- Men's and Women's Restroom Facilities
- Offices



Tucson, Arizona

Size: 12,500 S.F.

Const. Cost: \$2.4 M

Anticipated
Completion Date: 2020

Reference:
Richard Saunders
Executive Director, DPS
Tohono O'Odham Nation
(520) 383-8925

Services Provided:
Programming
Cost Estimating
Value Engineering
Interior Design
Schematic Design
Design Development
Construction Documents
Bid Specifications
Contract Administration

PROJECT TEAM:

Principal Architect:
*Lance Enyart, AIA

Sr. Project Manager:
*Randy Jones, RA

Steel Manufacturers

1. Bulter
<https://www.butlermfg.com/>



2. Bunger
<https://www.bungersteel.com/>



Contractor

1. Danson Construction
<http://www.dansonbldg.com/>



APPENDIX

LAWRENCE ENYART, FAIA, LEED® FELLOW

EDUCATION:

Arizona State University - Master of Architecture - Professional Degree	1977
Arizona State University - Bachelor of Architecture - Professional Degree	1972
University of Iowa - Bachelor of Arts, Industrial Design	1966
U.S. Army Engineer Officer School, Ft Belvoir, Virginia	1967
U.S. Air Force Air Command & Staff College, The Air University, Alabama	1984
Pilot, Airplane - FAA License - Commercial Pilot Flying Program, Phoenix	1979
National Security Management, National Defense University Wash., D.C.	1990
Harvard University - Graduate School of Design, Housing Design Symposium	1994

PROFESSIONAL DESIGN HONORS & AWARDS:

★ AIA Arizona 'Sustainable Firm of the Year'	2012
★ AIA AZ Presidents Award	2012
★ Gold Design Award Fire Chief, Central Yavapai Fire Training Academy	2012
★ Valley Forward Glendale Regional Public Safety Training Center	2011
★ AIA Western Mountain Region -AIA Silver Medal Award	2011
★ AIA AZ, "Kemper Goodwin Award" - Phoenix-Mesa Gateway Airport	2011
★ Desert Peaks Award for Regional Excellence + Partnership GRPSTC	2008
★ IPA Competition Winner, Chandler Fire Training Academy	2007
★ Lawrence Enyart, FAIA has over 100 additional design awards from 1970 -2016	

RELATED PROJECTS FOR LAWRENCE ENYART, FAIA

- Principal Architect - Somerton City Hall
- Principal Architect - Tolleson Fire Station + Administration
- Principal Architect - Mesa Fire Administration Building
- Design Architect - Avondale City Hall Masterplan
- Design Architect - Buckeye City Hall Masterplan
- Principal Architect ASU Nursing Health Innovation Instructional Labs
- Principal Architect Somerton City Hall + AZ Western College
- Principal Architect for Glendale Public Safety Training Facility
- Principal Architect for Somerton Public Library Expansion + Remodel
- Principal Architect for Payson Public Library + follow on Addition
- Principal Architect Cottonwood Public Library + follow on Children/Teen's

MILITARY AWARDS AND DECORATIONS:

- ★ Legion of Merit (2); United States Meritorious Service Medals (4); Air Force Commendation Medals (3); Army Commendation Medal; Air Force Achievement Medals (2); Air Force Recognition Ribbon; Viet Nam Service Medal; Humanitarian Service Medal; National Defense Medals (3); Promoted to General Officer USAF 1996, Army Corps of Engineers - de Fleury Medal, Bronze Order - 2001.

OTHER HONORS for LAWRENCE ENYART, FAIA:

- Summa Cum Laude and Dean's List, all years, College of Architecture, ASU
- College of Architecture Faculty Visiting Professor, ASU 1976-79
- Reserve Forces Dean of the School of Civil Engineering and Adjunct Professor of Architecture, Air Force Institute of Technology, Dayton, Ohio. 1984-85
- U.S. Plywood Competition winner 1979, Published professional journals
- Graduate School Study Fellowship for Solar Energy, ASU

PROFESSIONAL ORGANIZATIONS:

- Fellow, American Institute of Architects (FAIA), member of AIA Washington, DC
- Air Force Association (AFA), General Officer
- Reserve Officers Association (ROA) - Life Member, General Officer
- Fire Safety Advisory Board, Mayor and City Council Appointment, 1990-92,
- Chairman, Air Force Design Advisory Council, Consecutive Appointments, 82-97
- Arizona Fire Chiefs Association, Air Rescue and Fire Fighting Working Group
- United States Green Building Council (USGBC), LEED Accredited Professional
- Fellow, Society of American Military Engineers, Academy of Fellows, Alexandria,

Architect Principal of the Firm



PROFESSIONAL REGISTRATION ARCHITECT

State of Arizona	1972
State of California	1976
State of Colorado	1997
State of Illinois	1974
State of Hawaii	2005
State of Nevada	1994
State of Tennessee	2003
State of Texas	1998
NCARB Certificate	1973
LEED® A.P.	2004
LEED® Fellow	2014

PROFESSIONAL EDUCATION

Master of Architecture
Bachelor of Architecture
BA - Industrial Design

PROFESSIONAL HONORS

Fellow
The American Institute
of Architects (FAIA)

Fellow
The Society of American
Military Engineers (SAME)

Brigadier General, USAF
(Ret)

LEED® Fellow
Professional

LANCE ENYART, AIA, LEED AP

PRESENT POSITION:

Principal Design Architect - Architectural Design, Project Management, LEED Project Management, and Contract Administration Services.

EDUCATION:

University of Arizona - Bachelor of Architecture - 5yr professional degree 2000
*Architectural thesis in "Urban Synergy" voted outstanding project

REGISTRATION AND CERTIFICATIONS:

Registered Architect, Board of Technical Registration, State of Arizona, 2006
LEED AP (BD+C) USGBC, 2008
Certified Building Safety Assessment Professional, State of California, 2011

PROFESSIONAL ORGANIZATIONS

- Member of the American Institute of Architects (AIA)
- Director, AIA Phoenix Metro Board, 2011- Current
- Vice Chair, AIA Disaster Assistance Committee, 2009- Current
- Member, AIA Arizona Forum Advisory Council, 2014

AWARDS - Recent

- AIA Western Mountain Region Young Architect Award - 2016
- AIA Arizona Young Architect Award - 2014
- AZ Masonry Guild Design Excellence Award - Sedona FS No. 6 - 2014
- AZ Forward Award for Energy and Innovation - Sedona FS No. 6 - 2014
- AIA Western Mountain Region - Merit Award, Wolff Residence - 2013
- USGBC AZ - Design Excellence Award - City of Phoenix Station No. 59 - 2013
- USGBC AZ - Design Excellence Award - Grand Canyon Airport ARFF - 2013
- Arizona Forward - Environmental Design Excellence - Phoenix FS 59 - 2013
- AZ Masonry Guild - Design Excellence Award - El Mirage FS + Admin. - 2013
- AIA AZ Sustainable Firm of the Year - 2012
- ENR Southwest - Top Twenty Under 40 - 2012
- Valley Forward - "Crescordia" Environmental Design Excellence Award 2012
- AZ Masonry Guild - Design Excellence Honor Award - Phoenix FS No. 59 - 2012

EXPERIENCE :

Lance Enyart has been involved with LEA - Architects since 1993 and has served in all phases of the architectural process including planning, design, project management, and construction administration. He has been involved in a variety of projects including municipal city halls, administration buildings, aviation, public safety training, higher education, municipal, industrial, residential, to commercial. Lance serves as a Principal Design Architect with LEA and is highly skilled in design communication and architectural visualization.

Abbreviated Representational Project Experience would include:

- Design Principal - Somerton City Hall
- Design Principal - Tolleson Fire Station + Administration
- Design Principal - Avondale Municipal Complex Office Master Plan
- Design Principal - Mesa Fire Administration Building
- Design Architect - Avondale City Hall Masterplan
- Design Architect - Buckeye City Hall Masterplan
- Design Principal - ADOT Flagstaff District Administration Headquarters
- Design Principal - Mesa C.A.N. Learning Center + Administration
- Design Principal - Somerton Public Library Children's Addition
- Design Principal - ASU Physical Sciences F-Wing
- Design Principal - Phoenix Christian Preparatory Campus Imp. Master Plan
- Design Principal - ASU NHI Retail Kitchen + Educational Labs
- Design Architect - Payson Library + Rumsey Park
- Principal Design Architect - The Roark Mixed Use Restaurant + Office
- Design Architect, Apache Junction Fire Administration Building

Principal Design Architect



PROFESSIONAL EDUCATION

Professional Degree
Bachelor of Architecture
*Architectural thesis in "Urban Synergy" voted outstanding project

PROFESSIONAL REGISTRATION ARCHITECT

State of Arizona 2006
LEED® A.P. 2009

★Related Experience★

- Design Communication
- Fire Station and Training Center Design and Project Management
- Fire Station + NFPA Design Guidelines
- ADA Compliance
- Fly Around animations and computer renderings
- Architectural Detailing
- Renewable Energy Systems
- LEED project management

RANDALL JONES, RA

PRESENT POSITION:

Senior Project Manager, Quality Control Director

PROFESSIONAL REGISTRATION:

Architect, Arizona 1994

EDUCATION:

Arizona State University, Bachelor of Science in Design 1987

Rock Valley College, Rockford, IL. 1984

EXPERIENCE:

Mr. Jones has been involved with LEA - Architects, LLC since 1986 and has served in all phases of the architectural process including planning, design, production, bidding and construction administration. He has been involved in a variety of projects ranging from housing, emergency service buildings, industrial and office design.

Representational Project Experience would include:

- Project Manager for Somerton City Hall + AZ Western College
- Project Manager for Tolleson Fire Station + Administration
- Project Manager for Avondale Municipal Complex Office Master Plan
- Project Manager for Mesa Fire Administration Building
- Project Manager for Avondale City Hall Masterplan
- Project Manager for ADOT Flagstaff District Administration Headquarters
- Project Manager for Mesa C.A.N. Learning Center + Administration
- Project Manager for Somerton Public Library Children's Addition
- Project Manager for ASU Physical Sciences F-Wing
- Project Manager for Mesa CAN Learning Center
- Project Manager for the Glendale Regional Public Safety Training Facility Dispatch + EOC
- Project Manager for the Phx-Mesa Gateway Airport Police, Fire, Ops
- Project Manager for the Yuma Community Center
- Project Manager for the Somerton Public Library Expansion + Remodel
- Project Manager for the Payson Public Library + Master Plan
- Project Manager for Camelback Bible Church Renovation
- Project Manager for the Grand Canyon ARFF - LEED Certified
- **Project Manager for the Yuma Community Center**
- Project Manager for the Somerton Public Library Expansion + Remodel
- Project Manager for the Payson Public Library + Master Plan
- Project Manager for the Glendale Regional Public Safety Training Facility Dispatch + EOC
- Project Manager for the Highlands Fire Station No. 25 + 23
- Project Manager for Mesa Fire Administration Building
- Project Manager for the Cottonwood Public Safety Building
- Project Manager for Goodyear Estrella Mountain Ranch Public Safety Building
- Project Manager for the Goodyear Fire Station No. 3/Police Substation
- Fire Fighting Facility & Snow Removal Equipment Facility - Green Materials Design
- Project Manager for the Mesa Fire Station No. 215 + Mesa OPS Center
- Project Manager for the Yuma Fire Station No. 5 and AWC Training Classroom

Randy is involved in the updating and preparation of specifications for all projects. He works with owners and vendors to specify the best possible product for each job. He works with a LEA office specification that has been developed over several years containing products and techniques that are proven and reliable. He also cross-checks this with other master specifications and extensive product research. Randy has also performed extensive work in the area of complex property issues, complex building system integration, and project management in all delivery types including Design-Bid-Build, Design-Build, and CM@Risk.

Architect Sr. Project Manager



PROFESSIONAL REGISTRATION ARCHITECT

State of Arizona 1994

PROFESSIONAL EDUCATION

Bachelor of Science in
Design

★ *Client Quotes* ★

"Randy Jones did an excellent job as project manager. He was willing to meet with the committee and was responsive to their concerns. Likewise he handled the builders' problems. His efforts certainly are evident in the finished structure."

-Herbert F. Selbach
Building Committee
Chairperson

"Mr. Jones's actions during the construction led directly to providing a complete and usable facility meeting Camp Navajo's strict needs. Randy's behavior and professionalism contributed toward the timely and satisfactory completion of the SOC."

-Cullen A. Hollister, P.E.
Director, Engineering and
Housing
Camp Navajo



J. Greg Brickey SE

Design Principal

Current Positions

Principal Designer
BDA Design
Scottsdale, Arizona

Faculty Associate
Frank Lloyd Wright School of Architecture
Taliesin West, Scottsdale, AZ

Education

Stanford University, Doctoral Studies
Georgia Institute of Technology, Masters Studies
Texas A&M University, Bachelors Studies

Professional Licenses

Registered Professional Engineer – Utah, Texas, Idaho, Colorado, Oregon, Washington
Registered Structural Engineer - Arizona, Illinois

Professional Affiliations

Structural Engineers Association
American Concrete Institute
American Society of Civil Engineers

Post Tensioning Institute
American Institute of Architects
American Institute of Steel Construction

Experience and Qualifications

With a graduate and undergraduate education in both structural and architectural design, Greg has been responsible for the design of many challenging projects in the United States and Canada. Design sensitivity drives the work that BDA design undertakes, with an ongoing belief that architecture and structure are complementary design aspects. Structure should support the architecture, in a light and non-invasive manner.

Prior to forming BDA engineers, Greg served as Project Manager for the Vancouver-based firm of Read Jones Christoffersen, overseeing the design and construction administration of concrete and steel structures throughout the U.S. and Canada.

Since its inception in 1994, Greg has been both Principal Designer and actively involved in the construction administration of projects of BDA design, Greg offers leadership and his extensive experience and architectural background to the design team. His relevant experience includes the planning and the structural design of numerous large scale residential and hotel projects in the Western United States.

BDA has been involved in the design of numerous civic projects in the Western United States. Projects include small remodels to large ground up projects. A few are listed below.

City of Surprise City Hall

Goodyear Police Operations Center

City of Marana Police Operations Center

Surprise Public Safety Operations Center

City of Maricopa Copper Sky Police Building

City of Eloy Police Operations Center

El Mirage City Hall

City of Avondale Police Operations

City of Maricopa Tumbleweed Rec Center

City of Chandler Transportation Center

Gary G. Miller

Project Manager

Professional Summary

Gary has 31 years of experience in the civil engineering industry providing project management and engineering design for a wide range of developments for both the public and private sectors. His experience includes providing due diligence, surveying, grading plans, and water and sewer plans. He also specializes in full civil/site construction drawings. Projects include municipal, state, higher/lower education, infrastructure, public safety, and commercial facilities. Gary has also coordinated right-of-way plans, utilities, and subconsultant services. Gary's broad technical knowledge and excellent analytical and communication skills have earned him a reputation with clients and contractors as one who delivers projects with efficiency and integrity.

Experience

Project Manager

Fire Station No. 1, Tolleson AZ

Provided engineering improvement plans for a 17,500 square foot facility designed to provide living quarters for 13 people, six administration personnel, four apparatus bays, and a public conference room.

Project Manager:

Kroger Distribution Facility, Tolleson AZ

Provided engineering paving, grading, drainage and utility improvement plans for the distribution facility.

Project Manager

Maricopa County Sherriff's Office Administration Building, Phoenix, AZ

Worked with Maricopa County to provide improvement plan production for a new multi-story building totaling approximately 100,000 gross square foot with driveways and sub-surface parking for more than 100 vehicles.

Project Manager

Arizona State University, Sun Devil Fitness Complex, Phoenix, AZ

In conjunction with the University, responsible for improvement plan production for a multi-story facility totaling approximately 57,000 gross square feet.

Project Manager

Engel Hall at Chandler/Gilbert Community College, Gilbert, AZ

Responsible for improvement plan production and post-design services for Maricopa County Community College.

Project Manager

Brogan Maintenance Center, Tempe School District #3, Tempe, AZ

This 10-acre site included a new 68,000 square-foot maintenance building to replace the existing facility.

Project Manager

Community Center, Peoria, AZ

Gary was responsible for improvement plan production for complex phased project. The project included a complete remodel and expansion of the existing center.

Project Manager

Fire Station 59, Phoenix, AZ

Worked with the City of Phoenix to provide engineering improvement plans including paving, grading and drainage, curb, gutter, drainage spillways, asphalt and concrete



Years of Experience

31

Education

- AA, Architectural Drafting and Design, Phoenix Institute of Technology

Registrations/

Certifications

- OSHA 10-Hour Certified
- Project Management Leadership

Professional Associations

- Arizona Association of Economic Development, Member
- Valley Partnership, Member

Areas of Expertise

- General Site Civil
- Industrial/Commercial
- Grading and Drainage
- Utilities



William J. Bethurum IV, PE, LEED AP
Principal



The firm's Principal, William Bethurum IV PE is recognized as an expert in the design of large scale facilities. Mr. Bethurum has more than 25 years' experience throughout a wide variety of industries including oil & gas, industrial process and manufacturing, water/wastewater, advanced technology, governmental, commercial, mission critical and 911 facilities, and data centers. Some major clients include or have included,

Motorola, Arco, TRW, Mobil, Southern California Gas Co, Maricopa County, Shutterfly, Southern California Edison, Medtronic, SAS, ON Semiconductor, State of Arizona, Valero, WL Gore, Iridium, Nextel, Praxair, ASM, YMCA, Tokyo Electron, Hilton Worldwide, SDI/Daicel, and many regional architects, municipalities, private corporations, and investors.

By way of industry credentials, Mr. Bethurum is a graduate of Arizona State University and is a registered electrical engineer in the states of Arizona, California, Nevada, Louisiana, and New Mexico, and member of National Society of Professional Engineers, International Association of Electrical Inspectors (Associate), and Illuminating Engineering Society. As student of graduate level finance at Cal State Long Beach he was a member of Beta Gamma Sigma academic honor society with 4.0 GPA.

Areas of expertise include:

- Backup power systems including emergency power generation and UPS systems
- Industrial process controls, field instrumentation, motor controls, and SCADA systems
- Medium and low voltage transmission and distribution
- Lighting and lighting controls
- Fire and life safety systems
- Alternative energy systems
- Power quality analysis, arc flash analysis, time-current coordination
- Project management, construction administration, construction cost estimating, bidding, and permitting
- Conceptual design and development of project criteria

Key projects include:

- Buckeye Water Services Department Tenant Improvement, 7,000sf (Constructed 2018)
- St. Tammany 911 Call Center, Covington, LA (Constructed 2018)
- Maricopa County, \$90M, 130ksf mission critical 911 facility & data center, **LEED**, Phoenix, AZ (Constructed 2014)
- City of Tolleson Fire Station #1, two-story 20ksf, **LEED** Silver. (Constructed 2011)
- Historic Pinal County Courthouse Renovation, 25ksf, Florence, AZ (Constructed 2011)
- Chandler Heights Police and Education Facility. 40ksf (Constructed 2008)
- City of Peoria – City Hall Renovation (Construction completed 2007)
- Maricopa County Elections Department Tenant Improvements, 92ksf, Phoenix, AZ
- Maricopa County - Board Room Renovation, Central Courts Improvements
- Pinal County San Tan Valley Sheriff's Department and Administration Complex, 45ksf (Design completed 2019)
- Pinal County Administration and Courts Complex, 45ksf (Currently in design phase)

Gregory Piraino PE, LEED AP

*Principal Mechanical Engineer
Applied Engineering Inc*



Phone: 480-968-3070 x 101

E-mail: gregp@appliedengineering.ws

www.appliedengineering.ws

Founding Principal Engineer of Applied Engineering, with extensive knowledge in mechanical HVAC, plumbing, and LEED engineering.

REGISTRATIONS

AZ Mechanical Engineer #29717

AZ Engineering Firm #11171

EDUCATION

Bachelor of Science Mechanical Engineering; University of Arizona, 12/88

Construction Supervisor Certificate; General Contractors of America, 3/96

LEED Accredited Professional; US Green Building Council, 9/03

US DOT Safety Regulations Certificate; Transportation Safety Institute, 10/96

Relevant Experience

- City of Phoenix Fire Station 59 (with LEA)
- City of Tolleson Fire Station 1(with LEA)
- City of El Mirage Fire Station 1(with LEA)
- Mesa CAN Learning Center (with LEA)
- Northwest Fire Station 38
- Chandler Fire Station 10
- Apache Junction Fire Station 263
- Chandler Heights Police Station
- Winslow Library Renovation
- Canyon Day Library
- Whiteriver ES Library
- Kayenta Monument Valley HS Renovation
- Sanders HS Renovation
- Boys and Girls Club – West Valley
- Boys and Girls Club – Gilbert
- YMCA Maryvale
- YMCA Tempe
- YMCA East Valley - Facility Expansion
- Rental Car Center – AVIS Refueling Facility at Sky Harbor International Airport
- Sky Harbor International Airport National Alamo Fleet Maintenance refueling facility (3) 15,000g underground tanks
- Sky Harbor Retail Tenant Improvements
- Phx-Mesa Gateway Pilots Lounge and Airport Office
- Flagstaff Pulliam Airport Hangars (with LEA)
- Gila River Indian Community Rec Center – District 9
- North Scottsdale Links Resort – Pool / Recreation Facility, pool and associated facilities
- Arizona State University – West Campus - Young Scholars Academy Relocation
- Arizona State University – Polytechnic Campus - Child Development Center Remodel

LEED PROJECT EXPERIENCE

Tempe Kyrene Utility Building **LEED Gold**
 Global Water Utility Center **LEED Silver**
 Gila River Community Center **LEED Gold**
 Lake Powell Construction **LEED Silver**
 Tolleson Fire Station 1 **LEED Gold**
 Phoenix Fire Station 59 **LEED Platinum**



Brandon Paul RLA

Landscape Architecture

21 years Industry Experience



Focused primarily in the commercial design market, Brandon's project experience expanse includes data centers, office, industrial, manufacturing, multifamily projects, master planned communities, retail commercial centers, restaurants, & urban revitalization. His extensive experience in client relations, consultant coordination, and graphic illustrations has allowed him to develop landscape construction documents & conceptual designs for commercial projects ranging from 1 - 1,000 acres.

PROJECT EXPERIENCE

- **Project Name:** Somerton City Hall, Somerton, Arizona
- **Project size:** 14,500 s.f.

- **Project Name:** Town of Paradise Valley Courtroom, Paradise Valley, Arizona
- **Project size:** 20 Acre Existing Campus

- **Project Name:** Intel Chandler Campus R& D Facility
- **Project size:** 285,000 SF Two Story Structure on 40+ acre Site

- **Project Name:** Charles Schwab Squaw Peak Campus Expansion, Phoenix Arizona
- **Project size:** 20 Acre Existing Campus

- **Project Name:** First Solar Manufacturing Facility
- **Project size:** 1.9 million square foot manufacturing facility on 80 an Acre site

- **Project Name:** 3131 East Camelback - Class A Office Landscape Improvements, Phoenix Arizona
- **Project size:** 10 Acre Existing Office Campus

- **Project Name:** Scottsdale Financial Center I + III- Class A Office Landscape Improvements, Scottsdale, Arizona
- **Project size:** Existing 5 Acre Office Campus

- **Project Name:** 17200 N Perimeter - Class A Office Landscape Improvements, Scottsdale, Arizona
- **Project size:** Existing 4 Acre Office Campus

- **Project Name:** ASCEND Building C - Class A Office- Ground Up Development, , Chandler Arizona
- **Project size:** 9 Acre Office Campus

- **Project Name:** One Arizona Center - Class A Office- Landscape Improvements, Phoenix Arizona
- **Project size:** 10 Acre Office Retail Campus

- **Project Name:** Salt River Project Campus Expansion, Phoenix Arizona
- **Project size:** 40 Acre Existing Campus

COMMUNITY INVOLVEMENT

- Scottsdale Charro's
- Phoenix Men's Art Council –President 201
- Arizona Trout Camp – President 2016-2017
- Arizona Youth at Risk
- Southwest Double Gun Expo / Chairman 2012 & 2013
- Copperstate 1000 - Ride Concierge 2005 -2013

Town of Dewey-Humboldt

Design, Purchase and Construction of a New Steel Building for
Dewey-Humboldt Town Hall



Architectural Design and Project Management Services RFP Dated February 26, 2020

Prepared by
Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329

March 9, 2020

ADDENDUM NO. 1

The following revision to the Request for Proposals shall become a part of the above-mentioned contract documents. The respondent shall include a copy of the original Request for Proposals and this Addendum 1 in the response documents to verify receipt.

Request for Proposals

Section A. General

Section A is revised to add narrative to paragraph 8 as follows:

Time is of the essence in this contract. The Town is leasing the current Town Hall building, located at 2735 S. Highway 69. The lease expires December 31, 2020. While extending the lease by one year is negotiable, the Town's preference is to be operational in the new Town Hall building as soon as possible.



REQUEST FOR PROPOSALS SCOPE OF WORK

FOR ARCHITECTURAL DESIGN AND PROJECT MANAGEMENT SERVICES for the design, purchase and construction of a new steel building for Dewey-Humboldt Town Hall

This document is a request for proposals for Architectural Design and Project Management Services, as detailed below. Responses shall include a cost estimate for services as detailed below as well as: a not-to-exceed two-page biography of the architect that includes the architect's background, the name and contact information of the primary contact person who will be doing the work, verification that the person holds all certifications required to perform the work, a list of two relatable projects that the architect has completed, and two to three steel building manufacturers and/or contractors the Architect recommends for this project.

For questions or requests for additional information please contact:

Tim Mattix

Town Clerk

Phone – (928) 632-7362

Fax – (928) 632-7365

Email – TimMattix@dhaz.gov

All responses are due by Monday, March 23, 2020 at 4:00 PM. Sealed responses will be received by mail at Town of Dewey-Humboldt, Town Clerk's Office, P.O. Box 69, Humboldt, AZ 86329, or delivered to Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ no later than 4:00 p. m. on Monday, March 23, 2020 for the above services. Responses must be submitted in a sealed envelope clearly marked on the outside "Architectural and Project Management Services for the design, purchase and construction of a new steel building for Town Hall". Any responses received after the time specified will be returned unopened. It is the firm's responsibility to assure that responses are received at the above location on or before the specified time. Responses will be opened at 4:00 p. m., and the names of proposers publicly read aloud.

A. GENERAL

1. The Project is generally described as follows: Architectural Design and Project Management Services for the design, purchase and construction of a new steel building for Town Hall.
2. ARCHITECT is responsible to oversee all aspects of the design purchase and construction of the new Town Hall project, including:
 - Develop building plans in accordance with the building codes currently in effect in the Town of Dewey-Humboldt;
 - Prepare bid documents for the purchase and construction of a steel building;
 - Prepare bid documents for various site improvements as necessary;
 - Participate in interviewing and reviewing steel building manufacturers and contractors who bid on the project;
 - Ensure that the project meets environmental, safety, structural, zoning and aesthetics, and any other applicable standards;
 - Develop and schedule stages of the construction process; and,

- Monitor project progress to ensure compliance with building plans and project deadlines.
3. ARCHITECT is responsible for the professional quality, technical accuracy and the coordination of all projections, plans, designs, drawings, specifications and other services furnished by ARCHITECT under this Contract. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its projections, plans, designs, drawings, specifications and other Services.
 4. ARCHITECT shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to TOWN for inclusion in the overall Project documentation.
 5. All Services performed under this Contract shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services.
 6. All plans, designs and specifications prepared by ARCHITECT shall comply with applicable engineering and design standards.
 7. If ARCHITECT provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by ARCHITECT.
 8. Time is of the essence in this contract.

B. DESIGN PHASE

1. GENERAL

The proposed improvements are more specifically described as follows:

Provide all services as outlined in Section A above for the design, purchase and construction of a steel building to serve as Dewey-Humboldt Town Hall, including managing various site improvements. The new Town Hall building is to be a single-level, 4,875 square feet located on a 0.71 acre lot at 12938 E. Main Street, Humboldt, AZ 86329. The approved floorplan is attached as Exhibit 1.

2. COST ESTIMATES

The ARCHITECT will prepare detailed cost estimates and provide such estimates to TOWN in response to this Request for Proposal. The cost estimate for the ARCHITECT’S services shall be all inclusive and include taxes and reimbursables.

3. SPECIFICATIONS

ARCHITECT will provide all necessary documents for the project.

ARCHITECT will be responsible for working with the Dewey-Humboldt Town Manager and Building Official throughout the design phase. The Town is currently in the process of reviewing the 2018 International Codes. Building codes currently in effect at the Town of Dewey-Humboldt as of the date of this Request for Proposals:

- Administrative Code (2012)
- International Building Code (2012)
- International Residential One- and Two-Family Dwelling Code (2012)
- International Plumbing Code (2012)
- International Mechanical Code (2012)
- Electrical Code (2006 ICC Electrical Code Administrative Provisions/2011 National Electrical Code)
- International Fuel Gas Code (2012)
- International Property Maintenance Code (2012)
- Grading Ordinance (2006)
- International Energy Conservation Code (2006)
- Arizonans with Disabilities Act

Additional information about the codes are available online, at [http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldtazcodeofordinan?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:deweyhumboldt_az](http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldtazcodeofordinan?f=templates$fn=default.htm$3.0$vid=amlegal:deweyhumboldt_az).

4. **DELIVERABLES**

ARCHITECT shall be responsible for providing three complete paper sets of floor plans, construction plans and specifications, as well as one digital copy of each document in a PDF format. ARCHITECT shall also provide one complete paper set and one digital copy of all other project-related documents that ARCHITECT will be responsible for preparing.

C. **BIDDING PHASE**

1. ARCHITECT shall prepare documents required for the purchase and construction bids and shall submit to TOWN for review and approval.
2. ARCHITECT shall respond to inquiries related to the Construction Documents. ARCHITECT shall tabulate and maintain a summary of the inquiries received (verbal and written) and the responses made.
3. ARCHITECT shall prepare Addenda as needed, ensuring clarity, consistency and coordination among the bidders.
4. ARCHITECT shall assist TOWN in conducting the bid opening and evaluating the bids for bidder responsibility (including previous experience, capabilities and reputation for similar work), bidder responsiveness (including conformance to instructions, specifications and financial data required) and price. ARCHITECT shall also advise TOWN of the acceptability of subcontractors and material suppliers proposed by bidders. ARCHITECT shall make recommendations to TOWN concerning the acceptance or rejection of bids.

D. **CONSTRUCTION PHASE**

ARCHITECT shall respond to questions regarding design or specifications, from the TOWN or the contractor during the construction phase.

PAYMENT SCHEDULE

A. COMPENSATION AND METHOD OF PAYMENT

1. The consideration of payment to ARCHITECT, as provided herein shall be in full compensation for all of ARCHITECT'S work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. ARCHITECT shall be paid in full for Design Phase work upon receipt of all required documents and acceptance by the Town Building Official.
3. Invoices shall be on a form and in the format provided by TOWN and are to be submitted to TOWN via TOWN'S authorized representative.
4. For work completed pursuant to Sections C and D, TOWN agrees to make payments within thirty days of receipt and approval of ARCHITECT'S invoice.

B. REIMBURSABLE COSTS

ARCHITECT will be reimbursed for expenses incurred under Sections C and D. All reimbursable costs must be submitted monthly and itemized as to costs. The items allowable for reimbursement are as follows:

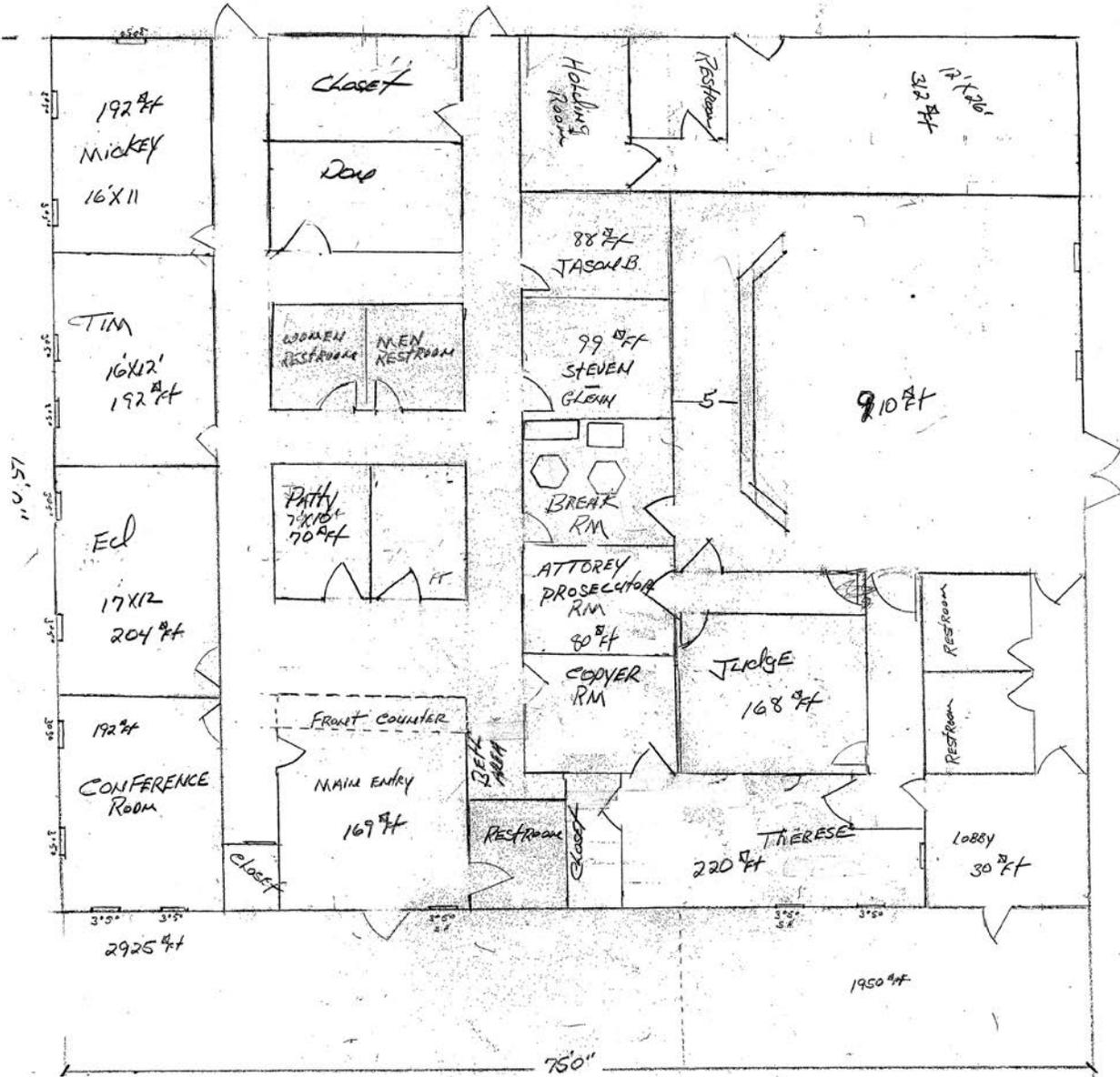
1. Costs of outside printing services, as required by the contract.
2. Cost of long-distance telephone, postage, courier, UPS, Federal Express, etc. to the extent such item is specifically quantified and estimated for this project.
3. Cost of other items as required, with prior approval from TOWN.

Exhibit 1
Approved Floorplan

*

DRAFT ONLY

March 2017



HALLWAYS 4'ft in width

FRONT STREET

ADDRESS
12928 E. MAIN ST

SCALE 1/8" = 1' FT

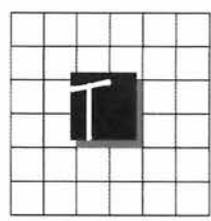
TOTAL SQ. FT 4875

STATEMENT OF QUALIFICATIONS
IN RESPONSE TO:
REQUEST FOR PROPOSALS
FOR
**ARCHITECTURAL DESIGN AND PROJECT
MANAGEMENT SERVICES**
FOR THE DESIGN, PURCHASE AND CONSTRUCTION OF
A NEW STEEL BUILDING FOR DEWEY-HUMBOLDT
TOWN HALL

DUE: MONDAY, MARCH 23, 2020, 4:00PM



PRESENTED BY:
MICHAEL TAYLOR ARCHITECTS, INC
PRESCOTT, ARIZONA



Michael Taylor
Architects, Inc.

Town of Dewey/Humboldt

March 23, 2020

Tim Mattix, Town Clerk
Town of Dewey-Humboldt
2735 S. Hwy 69
Humboldt, Arizona 86329

RE: New Dewey-Humboldt Town Hall

Mr. Mattix and members of the selection committee,

We are please to submit the following proposal. It is intended to formally introduce our team to the selection committee and to highlight our unique qualifications with similar projects in Yavapai County.

MTAI was formed in 1996 for the sole purpose of providing high-level architectural services throughout Yavapai County and beyond. We have provided those services for numerous clients over the years including a number of projects for various municipalities, school districts, churches and private entities.

Over the years we have assembled a staff of dedicated professionals with an average employment term at MTAI of over 11 years. This long-term commitment translates into a team that has built a considerable body of knowledge and consistency that we bring to bear on all our projects.

Our team currently numbers 7 in-house staff with one additional contract production drafter available on an as-needed basis. Our team is one of depth and variety. MTAI is a Yavapai County firm with the sensitivities of the region, considerable experience on similar projects, and the horsepower, resources and desire to perform for our clients.

Our body of work includes numerous projects with municipalities and many projects incorporating pre-engineered steel buildings.

I hope you will agree that the MTAI team is uniquely qualified with a passion for our work, a devotion to our communities and the staff and skill set necessary to perform.

We look forward to the next steps in your selection process and appreciate the opportunity to submit this packet.

Respectfully submitted,



Michael Taylor, AIA
Michael Taylor Architects, Inc.

Firm Information

• Firm Information:

- A. Company Name- Michael Taylor Architects, Inc.
- B. Address- 118 South Pleasant Street, Prescott, Arizona 86303
- C. Telephone Number- 928.445.0626
- D. Email Address- Michael@mtai.net
- E. Number of years in business- 28 years
4 years as a partner in RTB Architects
9 years as principal in Taylor Architects
15 years as principal in Michael Taylor Architects, Inc.
- G. The downtown Prescott location of Michael Taylor Architects, Inc. (MTAI) is the only office for the firm.
- H. MTAI is incorporated in the State of Arizona as an "S" Corporation. Michael Taylor is the President of the Corporation.
- I. Michael Taylor holds Arizona Architecture license #24683.

Throughout the firm's history, the underlying theme of our projects has been one of service to our clients. Committing to serving the various entities in our region takes a team with this service approach as the projects may take several forms. Many of our governmental clients prefer to hire local design professionals for their project needs. This allows quicker and more affordable responses during these times of diminishing budget allocations.

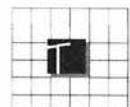
MTAI holds a contract with the 1GPA purchasing cooperative and are the only firm in our region to hold such a contract. We can offer services to our municipal clients via this contract streamlining the purchasing process when appropriate.

MTAI carries a \$2M/\$2M Professional Liability (errors and omissions) insurance policy, MTAI also carries other insurance to meet or exceed the limits required by most clients and the State.

Michael is a member of the American Institute of Architects (AIA) in good standing. Through the AIA, staff at MTAI are exposed to several continuing education opportunities each year.

Our unique qualifications include experience with projects of a similar nature, projects in this climatic zone, considerable experience with projects in Yavapai County, experience working with public entities and other clients on similar projects and many projects incorporating pre-engineered steel buildings. Our firm is the right size and located conveniently for this project.

Our firm is one dedicated to service and follow through and our long-term relationships with repeat clients bears this out.



Basic Qualifications



Principal in Charge

Michael Taylor, AIA

Registered Architect
Michael Taylor Architects, inc.

Years of experience: 36 years

Years with Firm: 24 years

Education:

A.A.S. Degree/Construction Graphics, Yavapai College, Prescott Campus
1985

Professional Registrations:

Architecture: AZ #24683

Memberships:

American Institute of Architects
Central Arizona Partnership
Yavapai County Contractors Association

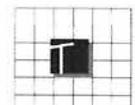
Relevant Professional Experience:

- Prescott City Hall Programming Study, Prescott
- Deepwell Sports and RV Park, Prescott Valley (PEMB)
- Fann Contracting Headquarters Building, Prescott (PEMB)
- City of Prescott Zone 16 Pump Station, Prescott
- Lake Valley Business Park, Prescott Valley (PEMB)
- Heights Church remodel, Prescott Valley (PEMB)
- Garchen Institute Staff Housing/Bookstore/Office building, Chino Valley
- Prescott Unified School District Office Tenant Improvement (old Washington School), Prescott
- City of Prescott Wastewater Collections expansion, Prescott (PEMB)
- Armed Forces Recruiting Center Tenant Improvement, Prescott Valley

Community involvement/past and present:

- Mountain Institute JTED Governing Board Member
- Prescott Valley Chamber of Commerce
- Prescott Preservation Commission
- Prescott Jaycees
- Prescott Urban/Wildland Interface Commission
- Prescott Valley Economic Development Foundation

PEMB indicates experience with Pre-Engineering Metal Buildings



PROPOSAL FOR PROFESSIONAL SERVICES BETWEEN ARCHITECT AND CLIENT

Project: New Town Hall
Town of Dewey-Humboldt

Location: 12938 E. Main Street
Dewey/Humboldt, Arizona

Client: Town of Dewey-Humboldt
Attn: Mr. Tim Mattix, Town Clerk
2735 S. Highway 69
Humboldt, Arizona 86329

Architect: Michael Taylor Architects, Inc.
118 South Pleasant Street
Prescott, Arizona 86303

Project Description:

This project includes design of a new, pre-engineered steel building to serve as the Dewey/Humboldt Town hall. The building will be approximately 4,875 square feet located on an existing 0.71 acre lot in Dewey/Humboldt.

The building will include a large meeting space for court and council meetings, judges chamber, various offices, storage, restrooms, circulation spaces, copier center, break room and other spaces as indicated on the preliminary floor plan.

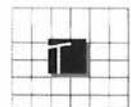
The site will be developed to the extent necessary to support the proposed building and meet local codes.

Compensation:

Compensation for the stated Design scope of services to be performed under this Agreement shall be as follows:

- For services through Construction Documents including mechanical/plumbing/electrical engineering, Civil Engineering, Structural Engineering, and architectural services including complete sets of Construction Documents and specifications and estimated cost to construct per the Request for Proposals: **\$54,845.00**
- For Bidding and limited Construction Administration services as outlined in the Request for Proposals: **\$18,280.00**

Total fees for the Project **\$73,125.00**



Fee Proposal

Additional Fees/Supplemental Services:

Should supplemental services beyond those listed in this agreement be requested or become necessary and be approved by the Client, our hourly billing rates for those services are as follow:

	<u>Standard Rates</u>
Architect	\$120/hour
Project Manager	\$ 95/hour
Drafting/Technical	\$ 80/hour
Clerical	\$ 50/hour

Exclusions:

- Offsite improvements design including utility main extensions
- Boundary or topographic surveys
- Geotechnical soils investigation
- Landscape Design
- PEMB engineering
- Septic system design
- Destructive or invasive testing of any existing materials or construction.
- Hazardous materials testing or investigation
- Town and ADEQ certifications
- Rezoning services
- Municipal fees
- Services beyond those listed herein

Article 1

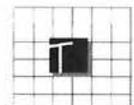
Architectural Services: Scope of Services

Schematic Design Phase – 30%

The Architect shall evaluate the Clients program and budget and become familiar with the site. The Architect will prepare a preliminary design illustrating the scale and relationships of the Project components. This preliminary design will be presented to the Client for review and approval. Upon Client approval of the preliminary design the Architect will prepare Schematic Design Documents consisting of building plans, study models, selections of major building systems and materials of construction. A final Schematic Design package shall be submitted to the Client for final approval.

Design Development Phase – 60%

Based on the approved Schematic Design Documents, the Architect will prepare Design Development documents illustrating the continued development of the Schematic Design. These documents may include building sections, elevations, typical construction details and diagrammatic layouts of major building systems. Draft specifications will also be prepared as a part of the Design Development phase. A final Design Development package shall be submitted to the Client for final approval.



Construction Documents – 90%

Based on the approved Design Development documents, the Architect will prepare Construction Documents illustrating and describing the further development of the approved Design Development documents.

Construction Documents shall consist of drawings and specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.

The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

A final Construction Documents package shall be submitted to the Client for final approval.

Bidding Phase Services

- a. The Architect shall assist the Town in preparing documents required for the bidding process.
- b. The Architect will organize and conduct a pre-bid conference for prospective bidders.
- c. The Architect shall prepare responses to questions from prospective bidders and provide interpretations of the Bidding Documents in the form of addenda.
- d. The Architect shall schedule and facilitate a bid opening and review results with the Client and will evaluate the bidder qualifications and their responsiveness and price. The Architect

Construction Phase Services

- A. The Architect shall be available to respond to questions regarding design or specifications from the Town or contractor during the construction phase.

Article 2

Client's Responsibilities

2.1 Information

The Client shall provide site and other information on which the design is to be based as well as a defined budget for the Project. The Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Architect shall make every effort to provide designs that conform to the Client's budget. Opinions of probable cost may be provided as a part of services only to assist the Client with budget planning. Such opinions shall not be construed to provide a guarantee or warranty of the actual cost of construction.

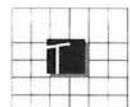
2.3 Approvals

The Client's decisions, approvals, reviews and responses shall be communicated to the Architect in a timely manner in order to not delay the project.

Article 3

Ownership of Documents

- 3.1 The Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and State Law. Subject to payment by the Client of all fees the Architect grants to the Client a non-exclusive license to reproduce the documents solely for the construction of the Project.



Article 4 Compensation

- 4.1** The Architect will invoice the Client monthly for work completed during the previous month. Invoices will be based on the percentage of work completed, Supplemental Services performed (if any) and reimbursable expenses incurred.
- 4.2** Invoices will be on a form in the format provided by the Town. Payments are due and payable 30 days from the date the Architect's invoice is approved. Invoices or portions of invoices unpaid after 30 days from the due date will be deemed to be past due and will accrue interest at 2% of the unpaid balance per month. Past due amounts may be cause for termination of this agreement.

Article 5 Indemnification

- 5.1** The Client and Architect agree to indemnify and hold harmless the other, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses including reasonable attorney's fees to the extent such claims, losses, damages and expenses are caused by the joint or concurrent negligence of Client or Architect, they shall be borne by each party in proportion to its negligence.

Article 6 Limit of Liability Statement:

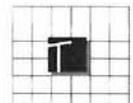
- 6.1** In recognition of the relative risks and benefits of the project to both the client and the architect, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of the architect to the client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so the that total aggregate liability of the architect to the client shall not exceed the architect's total fee for services rendered on this project. It is intended that this limitations apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Article 7 Suspension/Termination

- 7.1** Either party may terminate this Agreement upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 7.2** All terms of this agreement including compensation shall remain in place up to the day of notice of termination.

Article 8 Other Terms and Conditions

- 8.1** Neither party shall assign their interest in this Agreement without the express written consent of the other party.
- 8.2** The law in effect at the Architects principal place of business shall govern this Agreement.



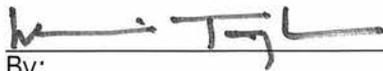
Article 9

Scope of this Agreement

9.1 This Agreement represents the entire and integrated agreement between the Client and Architect and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by written instrument signed by both parties.

Michael Taylor Architects, Inc.

Architect



By:

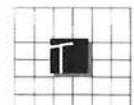


Date:

Client

By:

Date:



Misc. RFP Responses

- A.
2. The Architect will prepare floor plans, construction documents and specification as required per the RFP.
 3. The Architect will follow professional standards of care in preparation of all Construction Documents.
 4. The Architect will log all communications, meetings, decisions and approvals and will be forwarded to the Town for inclusion in their Project documentation.
 5. All services performed by MTAI fall under the direct supervision of Michael Taylor, AIA, an architect registered in the state of Arizona (lic # 24683).
 6. All Construction Documents prepared by MTAI will comply with applicable standards and codes as adopted by Dewey/Humboldt.
- B.
2. Cost estimates were requested for Design as well as Construction portions of the Project. Design fees are stated elsewhere in this proposal. An estimate of probable construction costs would be provided within our proposed fee structure and could be provided at the completion of the design phase of the work.
 3. Two relatable projects that MTAI has completed include:
 1. City of Prescott Wastewater Collections Building and expansion. This PEMB project for a local municipality included site development and various interior uses. This project was procured through a traditional design-bid-build process.
 2. Kohl's Outlot 3 buildings. This project included three sister buildings on Glassford Hill road in Prescott Valley. Each building is a PEMB with various tenant uses inside. Site development provided parking, landscaping, etc.

Additional similar projects are noted on my resume, included in this RFP

Three Contractors we would recommend for this project would include:

Haley Construction, Prescott
Jeff Falls 928.445.1281

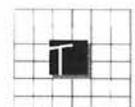
B's Contractors, Prescott
Brian Bombarieri 928.771.9240

Jebco Construction, Prescott
Jeb Johnson 928.778.7976

Pre-Engineered Building manufacturers we have had favorable results with include:

Metallic Building Company
Star Building Systems

Additional references are available upon request.





REQUEST FOR PROPOSALS SCOPE OF WORK

FOR ARCHITECTURAL DESIGN AND PROJECT MANAGEMENT SERVICES for the design, purchase and construction of a new steel building for Dewey-Humboldt Town Hall

This document is a request for proposals for Architectural Design and Project Management Services, as detailed below. Responses shall include a cost estimate for services as detailed below as well as: a not-to-exceed two-page biography of the architect that includes the architect's background, the name and contact information of the primary contact person who will be doing the work, verification that the person holds all certifications required to perform the work, a list of two relatable projects that the architect has completed, and two to three steel building manufacturers and/or contractors the Architect recommends for this project.

For questions or requests for additional information please contact:

Tim Mattix

Town Clerk

Phone – (928) 632-7362

Fax – (928) 632-7365

Email – TimMattix@dhaz.gov

All responses are due by Monday, March 23, 2020 at 4:00 PM. Sealed responses will be received by mail at Town of Dewey-Humboldt, Town Clerk's Office, P.O. Box 69, Humboldt, AZ 86329, or delivered to Town of Dewey-Humboldt, Office of the Town Clerk, 2735 S Highway 69, Humboldt Station, Humboldt, AZ no later than 4:00 p. m. on Monday, March 23, 2020 for the above services. Responses must be submitted in a sealed envelope clearly marked on the outside "Architectural and Project Management Services for the design, purchase and construction of a new steel building for Town Hall". Any responses received after the time specified will be returned unopened. It is the firm's responsibility to assure that responses are received at the above location on or before the specified time. Responses will be opened at 4:00 p. m., and the names of proposers publicly read aloud.

A. GENERAL

1. The Project is generally described as follows: Architectural Design and Project Management Services for the design, purchase and construction of a new steel building for Town Hall.
2. ARCHITECT is responsible to oversee all aspects of the design purchase and construction of the new Town Hall project, including:
 - Develop building plans in accordance with the building codes currently in effect in the Town of Dewey-Humboldt;
 - Prepare bid documents for the purchase and construction of a steel building;
 - Prepare bid documents for various site improvements as necessary;
 - Participate in interviewing and reviewing steel building manufacturers and contractors who bid on the project;
 - Ensure that the project meets environmental, safety, structural, zoning and aesthetics, and any other applicable standards;
 - Develop and schedule stages of the construction process; and,

- Monitor project progress to ensure compliance with building plans and project deadlines.
3. ARCHITECT is responsible for the professional quality, technical accuracy and the coordination of all projections, plans, designs, drawings, specifications and other services furnished by ARCHITECT under this Contract. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its projections, plans, designs, drawings, specifications and other Services.
 4. ARCHITECT shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to TOWN for inclusion in the overall Project documentation.
 5. All Services performed under this Contract shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services.
 6. All plans, designs and specifications prepared by ARCHITECT shall comply with applicable engineering and design standards.
 7. If ARCHITECT provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by ARCHITECT.
 8. Time is of the essence in this contract.

B. DESIGN PHASE

1. GENERAL

The proposed improvements are more specifically described as follows:

Provide all services as outlined in Section A above for the design, purchase and construction of a steel building to serve as Dewey-Humboldt Town Hall, including managing various site improvements. The new Town Hall building is to be a single-level, 4,875 square feet located on a 0.71 acre lot at 12938 E. Main Street, Humboldt, AZ 86329. The approved floorplan is attached as Exhibit 1.

2. COST ESTIMATES

The ARCHITECT will prepare detailed cost estimates and provide such estimates to TOWN in response to this Request for Proposal. The cost estimate for the ARCHITECT'S services shall be all inclusive and include taxes and reimbursables.

3. SPECIFICATIONS

ARCHITECT will provide all necessary documents for the project.

ARCHITECT will be responsible for working with the Dewey-Humboldt Town Manager and Building Official throughout the design phase. The Town is currently in the process of reviewing the 2018 International Codes. Building codes currently in effect at the Town of Dewey-Humboldt as of the date of this Request for Proposals:

- Administrative Code (2012)
- International Building Code (2012)
- International Residential One- and Two-Family Dwelling Code (2012)
- International Plumbing Code (2012)
- International Mechanical Code (2012)
- Electrical Code (2006 ICC Electrical Code Administrative Provisions/2011 National Electrical Code)
- International Fuel Gas Code (2012)
- International Property Maintenance Code (2012)
- Grading Ordinance (2006)
- International Energy Conservation Code (2006)
- Arizonans with Disabilities Act

Additional information about the codes are available online, at [http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldtaziconcodeofordinan?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:deweyhumboldt_az](http://library.amlegal.com/nxt/gateway.dll/Arizona/deweyhumboldt_az/townofdewey-humboldtaziconcodeofordinan?f=templates$fn=default.htm$3.0$vid=amlegal:deweyhumboldt_az).

4. **DELIVERABLES**

ARCHITECT shall be responsible for providing three complete paper sets of floor plans, construction plans and specifications, as well as one digital copy of each document in a PDF format. ARCHITECT shall also provide one complete paper set and one digital copy of all other project-related documents that ARCHITECT will be responsible for preparing.

C. **BIDDING PHASE**

1. ARCHITECT shall prepare documents required for the purchase and construction bids and shall submit to TOWN for review and approval.
2. ARCHITECT shall respond to inquiries related to the Construction Documents. ARCHITECT shall tabulate and maintain a summary of the inquiries received (verbal and written) and the responses made.
3. ARCHITECT shall prepare Addenda as needed, ensuring clarity, consistency and coordination among the bidders.
4. ARCHITECT shall assist TOWN in conducting the bid opening and evaluating the bids for bidder responsibility (including previous experience, capabilities and reputation for similar work), bidder responsiveness (including conformance to instructions, specifications and financial data required) and price. ARCHITECT shall also advise TOWN of the acceptability of subcontractors and material suppliers proposed by bidders. ARCHITECT shall make recommendations to TOWN concerning the acceptance or rejection of bids.

D. **CONSTRUCTION PHASE**

ARCHITECT shall respond to questions regarding design or specifications, from the TOWN or the contractor during the construction phase.

PAYMENT SCHEDULE

A. COMPENSATION AND METHOD OF PAYMENT

1. The consideration of payment to ARCHITECT, as provided herein shall be in full compensation for all of ARCHITECT'S work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. ARCHITECT shall be paid in full for Design Phase work upon receipt of all required documents and acceptance by the Town Building Official.
3. Invoices shall be on a form and in the format provided by TOWN and are to be submitted to TOWN via TOWN'S authorized representative.
4. For work completed pursuant to Sections C and D, TOWN agrees to make payments within thirty days of receipt and approval of ARCHITECT'S invoice.

B. REIMBURSABLE COSTS

ARCHITECT will be reimbursed for expenses incurred under Sections C and D. All reimbursable costs must be submitted monthly and itemized as to costs. The items allowable for reimbursement are as follows:

1. Costs of outside printing services, as required by the contract.
2. Cost of long-distance telephone, postage, courier, UPS, Federal Express, etc. to the extent such item is specifically quantified and estimated for this project.
3. Cost of other items as required, with prior approval from TOWN.

Town of Dewey-Humboldt

Design, Purchase and Construction of a New Steel Building for
Dewey-Humboldt Town Hall



Architectural Design and Project Management Services RFP Dated February 26, 2020

Prepared by
Town of Dewey-Humboldt
2735 S. Highway 69
Humboldt, Arizona 86329

March 9, 2020

ADDENDUM NO. 1

The following revision to the Request for Proposals shall become a part of the above-mentioned contract documents. The respondent shall include a copy of the original Request for Proposals and this Addendum 1 in the response documents to verify receipt.

Request for Proposals

Section A. General

Section A is revised to add narrative to paragraph 8 as follows:

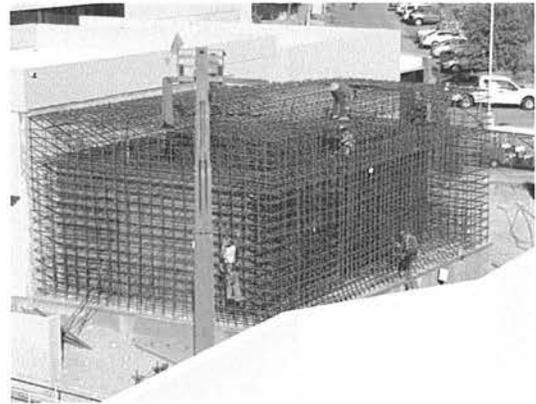
Time is of the essence in this contract. The Town is leasing the current Town Hall building, located at 2735 S. Highway 69. The lease expires December 31, 2020. While extending the lease by one year is negotiable, the Town's preference is to be operational in the new Town Hall building as soon as possible.

Dewey- Humboldt Town Hall Request for Proposals



VVMC Hospice House

Morfeld Ray Architects
2727 West Baseline Road Suite Six
Tempe, Arizona 85283
P 602.437.1100
F 602.437.2215
E duane@morfeldray.com
E mike@morfeldray.com



KRMC Linear Accelerator



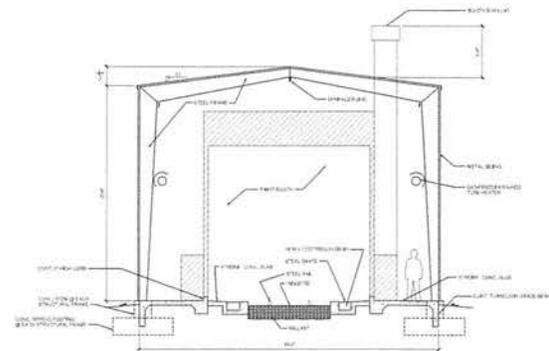
mra

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City of Williams Maintenance Building



Grand Canyon Railroad Paint Booth



Hatch Hanger Project 3

mra

COVER LETTER

To whom it may concern:

Morfeld Ray Architects is pleased to present our experience and qualifications. We believe that our firm encompasses the vision, experience and professionalism required to bring any project to fruition. We realize that you have many options in selecting a design team and would like to explain as concisely as possible why we believe MRA is the most qualified team for your project.

- Your project will be personally managed by the company's principals, who have been working collectively for 50+ years, and have extensive experience coordinating the input of large user groups while maintaining the project schedule and budget.
- LEED Accredited Architect and Professional— Each project will benefit from having a LEED Accredited Professional on the team to ensure that sustainability is a fundamental consideration throughout the design and construction process, whether certification is a goal or not.
- Our commitment to providing outstanding customer service is evident in the fact that more than 80% of our work comes from repeat clientele. Many of these clients have exclusively used our firm dating as far back as 1996.
- Award winning design excellence.
- Completed 100,000+ sqft of pre engineered metal buildings

We are excited to present our qualifications to you, and we hope that we will have the opportunity to work with you on future projects. If you have any questions as you review this portfolio, please feel free to contact us at your convenience.

Sincerely,

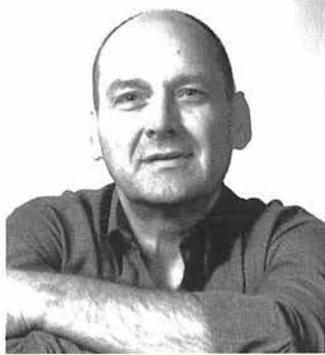
Duane Ray, Principal & Project Lead
Michael Morfeld, Principal
Morfeld Ray Architects
2727 West Baseline Road Suite Six
Tempe, Arizona 85283



P 602.437.1100
F 602.437.2215
E duane@morfeldray.com

mra

MORFELD RAY ARCHITECTS - RESUME



DUANE RAY **PRINCIPAL**

Since becoming a registered architect in 1981, Mr. Ray has been designing a broad spectrum of projects including advanced technology industrial fabrication plants, high-end commercial office buildings, hospital and medical installations, and medical/office tenant improvements. For 24 years, from 1982 to 2006, Mr. Ray was the owner and principal architect for his firm Duane Ray Architects. The firm provided all architectural services for Scottsdale Medical Imaging Ltd, EVDI Medical Imaging and Arizona Bone and Joint Specialists. In 2006, Duane Ray Architects and Morfeld Associates merged to create Morfeld Ray Architects. The firm continues to service existing clients such as SMLL, and Kingman Regional Medical Center with new growth in healthcare markets in Flagstaff, Winslow, Cottonwood, Prescott and the Valley.

EDUCATION:

Arizona State University
Bachelor of Architecture

Michigan State University
Landscape Architecture &
Fine Arts

REGISTRATIONS:

Arizona License No: 13460
Texas License No: 27755

For the construction of metal buildings, MRA has worked with the contractor BEC, out of Flagstaff, on multiple pre engineered Butler metal buildings in Williams, AZ. MRA has also worked for over 20+ years with the contractor TR Orr, out Kingman, AZ. They have used the manufacturer Varco Prudent for their metal buildings over the year with success.

SELECTED EXPERIENCE:

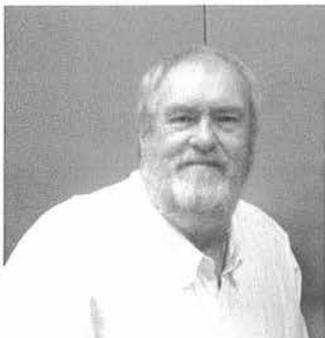
Chandler Airport, Chandler ,AZ
Hatch Hanger - Project 1
Hatch Hanger - Project 2
Hatch Hanger - Project 3
Chandler Aviation

Rogers Corporation, Chandler, AZ
Microwave Circuit Building

- Manufacturing Cell Expansion: Phase 1
- EPA Environmental Control: Phase 2
- Hot Oil Press Installation Remodel: Phase 3

City of Scottsdale, Scottsdale, AZ
Development Services Department Tenant Improvement

- Building Department Relocation and Redesign
- Planning Department Tenant Improvement



MIKE MORFELD, AIA **PRINCIPAL**

Mike is a Principal of Morfeld Ray Architects bringing nearly 30 years of experience in the architectural field, most of it in the healthcare environment. He has extensive experience coordinating complex projects, working with clients and consultants to ensure that design goals are implemented throughout the contract document and construction process. Prior to combining forces and creating Morfeld Ray Architects, Mike was the principle of his own firm Morfeld Associates from 2001-2006. During this period Mr. Morfeld established lasting ties with the rural medical community of Northern Arizona. Working exclusively in the medical field, he provided much needed technical services to the outlying areas of Kingman, Flagstaff, Bullhead City, Lake Havasu, Winslow, and Cottonwood Arizona.

EDUCATION:

Nebraska Technical College,
Associate of Applied Arts:
Architectural Technology, 1972

REGISTRATIONS:

Arizona License No: 24262
Nevada License No: 2583
Nebraska License No: A-2456

ORGANIZATIONS:

AIA - American Institute of
Architects

SELECTED EXPERIENCE:

City of Williams, Williams, AZ
City of Williams Maintenance Building

Grand Canyon Railroad, Williams, AZ
Grand Canyon Railroad Paint Booth
Grand Canyon Railroad Storage Building

Kingman Regional Medical Center, Kingman, AZ
Cath lab Expansion and Renovation
Lab/Pharmacy Expansion
Imaging Center
Emergency Department Expansion
Cancer Center Linear Accelerator

MRA PROJECTS



CITY OF WILLIAMS MAINTENANCE BUILDING

NEW CONSTRUCTION - PHOTO TAKEN WHILE UNDER CONSTRUCTION

LOCATION
Williams, Arizona
SIZE
3,200 SF
COST
\$552,148
COMPLETION
2020

This 3,200 s.f. pre-engineered steel building is an addition to the existing City maintenance shop. The building is comprised of 7 apparatus bays, an office, and staff bathroom. One of the challenges encountered during design was integrating the structure into a building of dissimilar construction and extend various utilities from the existing building to the new without interrupting operations. MRA worked with the city to prepare preliminary schematic design drawings to obtain project funding. Once funding was secured MRA worked with the City Community Development Director to finalize construction documents and assist with the bidding and construction administration phases of the project.

Contact: Tim Pettit, Community Development Director, 928-635-4451 ext. 208



VERDE VALLEY HOSPICE

NEW CONSTRUCTION

LOCATION
Cottonwood, Arizona
SIZE
12,639 SF
COST
\$4.2 million
COMPLETION
2014

The Hospice Home is the first and only home-style hospice center in the Cottonwood and Sedona area. This facility has 10 private rooms for terminally ill patients and families, complete with a commercial kitchen, areas for family stay, and patient care. The building sits on top of a hill overlooking panoramic views of the Sedona red rocks. To create this view an 80 old church was moved 100 yards, saving both church and capturing the view. The entry of the Hospice Home's exposed wood entry and a large covered deck overlooking panoramic views of the Verde Valley. The Hospice's split gable roof metal roof lets in natural diffused light along the sloped ceilings of the patient corridors.

Contact: Jim Paris, Director of Facilities, 928-639-5508

COST ESTIMATING

DEWEY-HUMBOLDT TOWN HALL FEES

Architectural

- Schematic design.....	\$7,900.00
- Design Development.....	\$9,400.00
- Contract Documents.....	\$23,550.00
- Bidding & Negotiations.....	\$1,500.00
- Construction Administration.....	\$4,700.00

Architectural Total.....\$47,060.00

Structural Engineering

- Contract Documents.....	\$3,400.00
- Construction Administration.....	\$1,000.00

Structural Total.....\$4,400.00

Mech & Plumbing Engineering.....\$4,500.00

Electrical Engineering.....\$2,800.00

Geotechnical Engineering.....\$3,500.00

Civil Engineering

- Topography Survey.....	\$1,770.00
- Civil Engineering Design.....	\$9,200.00
- Domestic Water & Sewer.....	\$2,240.00
- Fire Line.....	\$4,800.00
- Offsite Paving & Curb, etc.....	\$2,145.00
- Construction Administration.....	\$2,145.00

Civil Total.....\$23,065.00

Landscape Design.....\$2,250.00

Cost Estimating.....\$1,850.00

Reimbursable Expenses

- Mileage.....	\$2,250.00
- Per Diem.....	\$990.00
- Presentations.....	\$500.00
- Printing.....	\$500.00
- Engineering Reimbursables.....	\$1,000.00

Reimbursable Total.....\$5,240.00

Site Visits

- Architectural.....	10
- Geotechnical.....	1
- Civil.....	3
- Landscape.....	2

TOTAL FEES.....\$94,665.00

4/4/202

To: Dewey Humboldt Town Council

From: Darrell Wyatt

Member of the DH Vision 2020 Citizen's Committee

Chairman of the Main Street Redevelopment Team

Subject: The New Town Hall

The New Town Hall is a great opportunity to set the tone for a revitalized Historic Main Street.

It will be the first new structure in many years on Main Street.

The design should reflect pride in our "Arizona Country Town".

It should be an attraction to visitors and residents alike.

The specification to the Architects should include a design that reflects the rustic character of an early 1900's mining and ranching community, which is our history.

The New Town Hall is a long term investment, involving substantial public funds. There is a lot of public interest in the local community about how the project is being handled.

We ask that the Town Council postpone the awarding of the Architect's contract until more public input is heard by the Council.

Due to my age and other risk factors I am conforming to the CDC guidance and therefore will not be able to attend the April 7 Town Council Meeting. I am sending this letter to represent my Committee at this Meeting. It is intended to serve as Public Comment on Agendized Items (the awarding of the Architect's Contract).

Thank you all for your attention.



COUNCIL COMMUNICATION

Regular Council Meeting Date: **April 14, 2020**

Agenda Item: **10.E.**

Submitted by: Edward L. Hanks, Jr., Town Manager

Subject:

Discussion and possible action to approve the agreement between the Town of Dewey-Humboldt (TOWN), the Blue Hills/Foothills Firewise Board and the Prescott Area Wildland Urban Interface (PAWUIC). The agreement spells out the terms of an agreement between the parties to cover the implementation of the Town's participation in the Yavapai Countywide Mitigation Project.

Background:

The TOWN has participated in a series of agreements since 2016 with the aim of providing a cooperative arrangement to implement mitigation of wildfire hazards in the TOWN.

Financial Impact:

The Town through this agreement agrees to pay the contractor up-front 90% of the \$1,900 cost for each acre of mitigation (\$1,710) and the grant recipient pays the contractor the remaining 10% of \$190. This is done to provide an offset of the requirement for recipients to wait on average 120 days to obtain reimbursement for the 90% from the grant funding agency.

Direction Requested:

Staff is seeking Council direction – approval, revisions, or denial – of the agreement.

Suggested Motion:

For: I move to approve the agreement with the Blue Hills/Foothills Firewise Board and PAWUIC, relating the mitigation of wildfire hazard.

Against: I move to deny the agreement with the Blue Hills/Foothills Firewise Board and PAWUIC.

Attachments:

Agreement; Information about the Yavapai Countywide Mitigation Project; Narrative Description of Project

Town of Dewey-Humboldt
P.O. Box 69
Humboldt, AZ 86329
Phone: 928-632-7362 | Fax: 928-632-7365
www.dhaz.gov

AGREEMENT

Between Prescott Area Wildland Urban Interface Commission,
Blue Hills/Foothills Firewise Board
and the
Town of Dewey-Humboldt, Arizona

This Agreement dated April 7, 2020 is entered into among the Prescott Area Wildland Urban Interface Commission ("PAWUIC"), the Blue Hills/Foothills Firewise Board ("Firewise Board") and the Town of Dewey-Humboldt, Arizona ("Town").

RECITALS.

1. PAWUIC has secured Grant # WFHF 19-202 ("Grant") through the Arizona Department of Forestry and Fire Management with a term of January 1, 2020 through December 31, 2021; PAWUIC is the sub-grantee of the Arizona Department of Forestry.
2. The purpose of the Grant is to assist property owners to create defensible space through utilization of individual properties and combined efforts within residential communities in the PAWUIC area.
3. Dewey Humboldt's Upper Blue Hills area and the Northeast Foothills neighborhoods have been recognized as FireWise communities and have been included in PAWUIC grant application; there are 35 acres/properties in the Upper Blue Hills and Northeast Foothills areas; a total of 35 acres/properties are eligible for funds from the Grant.
4. Grant funds are available to reimburse each property owner, up to one acre, up to 90% of \$1900 value of work completed, with the property owner responsible for 10% of up to \$1,900 value of work completed.
5. PAWUIC and the Firewise Board requested that the Town participate in the Grant process by advancing money to individual eligible property owners who wish to utilize the Grant program to create defensible spaces, thereby eliminating the hardship for individual property owners who would otherwise have to wait 120 days or more to receive reimbursement from the Grant proceeds.
6. The Parties believe that the Town's advancement of funds pursuant to this Agreement will encourage greater and quicker participation by property owners; and therefore, the Town's advancement of the funds to the property owners before processing for reimbursement by PAWUIC provides a public benefit to the Town by mitigating existing fire danger as a whole.

NOW THEREFORE in consideration of the mutual promises made herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to set forth procedures for the advancement of funds to property owners for Grant funds to create defensible spaces and for the reimbursement to the Town of funds advanced to property owners.
2. Procedures.
 - 2.1 Each participating property owner will obtain an initial property assessment to be conducted by the Central Arizona Fire and Medical Authority ("Authority"), which assessment will describe the abatement of forest fire hazards needed on the property owner's property.
 - 2.2 The property owner obtains at least two (2) bids from qualified contractors to conduct the abatement and selects one contractor.
 - 2.3 Available reimbursement is calculated from the bid by the contractor.

- 2.4 The property owner determines whether to participate, based on the selected bid and the property owner's ability to pay the property owner's 10% obligation.
- 2.5 The property owner enters into a contract with the contractor for the work, and the work is completed.
- 2.6 The property owner provides documentation to the Firewise Board evidencing the work completed and the amount to be reimbursed. Such documentation shall include the assessment performed by the Authority, bids, the contract with the contractor, invoice and cancelled check for payment of reimbursable amount.
- 2.7 The Firewise Board verifies completion of the work and completeness of documentation.
- 2.8 The Firewise Board submits documentation to the Town along with a letter to endorse the Town's disbursement of a specific amount of funds to the property owner.
- 2.9 Within 10 days of receipt of complete documentation from the Firewise Board, the Town shall review the documentation for accuracy before advancing funds to the property owner. When the Town is satisfied that the documentation is accurate, the Town will obtain from the property owner an Assignment of Funds in the form attached hereto as Exhibit A assigning funds received from the Town to the contractor who performed the work. Upon receipt of the signed assignment, the Town will advance 90% of the contract amount, not to exceed \$1,710.00, to the property owner for use to pay the contract amount, and the property owner shall pay the contractor the full contract amount.
- 2.10 The Town provides documentation to PAWUIC, including the assessment performed by the Authority, bids, contract, and invoice and cancelled check from property owner, and copy of check to property owner for payment to contractor.
- 2.11 When PAWUIC receives the Grant funds, PAWUIC shall reimburse the Town the amount of the funds advanced by the Town to the property owner.
3. Miscellaneous
 - 3.1 Nothing in this Agreement is intended to conflict with current laws or regulations. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
 - 3.2 The terms of this Agreement will become effective on the date signed by all parties.
 - 3.3 This Agreement may be modified upon the mutual written consent of the parties.
 - 3.4 This Agreement, as modified with the consent of all parties, will remain in effect until the grant end dates for an approved grant. Either party upon 30 days written notice to the other parties may terminate this agreement, provided however that the obligation of PAWIC to reimburse the Town the amount of the funds advanced by the Town to a property owner shall survive the termination of this Agreement.
 - 3.5 This Agreement is subject to the provisions of A.R.S. Section 38-511.
 - 3.6 This Agreement shall constitute the entire agreement of all parties and is executed upon signature.

Passed, Approved, and Adopted by the Mayor and Council of the Town of Dewey-Humboldt this 7th day of April, 2020.

Terry Nolan, Mayor

ATTEST:

Timothy A. Mattix, Town Clerk

APPROVED AS TO FORM:

Bigelow Law Offices, PLC
Town Attorney
By: Kay Bigelow

Shirley Howell, Prescott Area Wildland Urban Interface Commission

Blue Hills/Foothills Firewise Board

EXHIBIT A

FORM OF ASSIGNMENT BY PROPERTY OWNER

The undersigned is a participant in the Firewise Program of the Prescott Area Wildland Urban Interface Commission, the Blue Hills/Foothills Firewise Board and the Town of Dewey-Humboldt, Arizona and has entered into a contract with _____ (“Contractor”) to abate conditions that cause forest fire hazards and to create defensible spaces on his property (“Work”) located at _____. The contract amount for the Work is \$_____ (“Contract Amount”). The Town of Dewey-Humboldt, Arizona has advanced to me the amount of \$_____ to be used for the sole purpose of paying the Contractor for a portion of the Contract Amount upon completion of the Work. I agree to provide the necessary documentation to the Prescott Area Wildland Urban Interface Commission, the Blue Hills/Foothills Firewise Board and the Town of Dewey-Humboldt, Arizona to confirm that the Work has been completed in accordance with the contract. I assign all funds received from the Town to the Contractor for payment of a portion of the Contract Amount and agree to be responsible for the balance of the Contract Amount.

PROPERTY OWNER(S)

DATE

AGREEMENT

Between Prescott Area Wildland Urban Interface Commission,
Blue Hills/Foothills Firewise Board
and the
Town of Dewey-Humboldt, Arizona

This Agreement dated April 14, 2020 is entered into among the Prescott Area Wildland Urban Interface Commission ("PAWUIC"), the Blue Hills/Foothills Firewise Board ("Firewise Board") and the Town of Dewey-Humboldt, Arizona ("Town").

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Passed, Approved, and Adopted by the Mayor and Council of the Town of Dewey-Humboldt this 7th day of April, 2020.

Terry Nolan, Mayor

ATTEST:

Timothy A. Mattix, Town Clerk

APPROVED AS TO FORM:

Bigelow Law Offices, PLC
Town Attorney
By: Kay Bigelow

Shirley Howell, Prescott Area Wildland Urban Interface Commission

Blue Hills/Foothills Firewise Board

EXHIBIT A

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PROPERTY OWNER(S)

DATE

Prescott Area Wildland Urban Interface Commission (PAWUIC)

Yavapai Countywide Mitigation Project

Narrative Description of the Project

This project includes eight Firewise USA communities in Yavapai County. Central AZ Fire and Medical Authority (CAFMA) will provide pre/post assessments/treatment plans to property owners in the Dewey/Humboldt area. Properties are privately owned. Community goals include Dewey/Humboldt (Blue Hills/Foothills East) - 35 acres \$1900/acre; Haisley Homestead - 4 acres \$1400/acre; Jerome - 18 acres \$1200/acre; Old Senator Highway/Juniper Heights - 14 acres \$1600/acre; Rancho Vista Hills - 6 acres \$1500/acre; Santa Fe Springs - 4 acres \$2500/acre; Stone Ridge - 20.6 acres \$2000/acre; Willow Cove - 2.2 acres \$1388/acre. An approximate total of 104 acres will be treated on this project. A ten percent hard match will be paid by homeowners or Home Owners Associations.

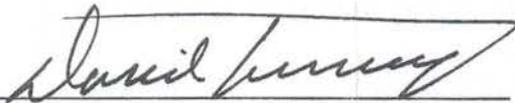
Prescott (Haisley Homestead, Old Senator Highway/Juniper Heights, Rancho Vista Hills, Santa Fe Springs, Willow Cove), Jerome, Dewey/Humboldt (Blue Hills/Foothills East), and Prescott Valley are listed as communities at risk. The project fuel types are dense Chaparral, Pinon/Juniper trees, Ponderosa Pine, White Fir, Douglas Fir, Gamble Oak, Mountain Mahogany and Manzanita. These fuels have a strong presence in the canyons, extreme slopes and higher elevations. The rolling hills have a transition from dense Juniper and Pinon Pine to primarily Chaparral and then lowering out to open areas containing understory.

Contractor estimates for the open canyon spaces note that most of the hazardous fuels would be hand cut and dragged out or piled and burned by manpower driving the costs higher than normal thinning. The steepness of the sides would make it impossible to cut and remove using large equipment. Dewey/Humboldt abuts PNF and BLM, Prescott and Prescott Valley abut PNF and State lands. Each of these communities are within the WUI and abut towns and other communities. Because of the prevailing winds from the SSW, fuel breaks & individual property mitigation within these identified communities will provide defensible space for structures and first responders. Each of the 8 Firewise USA communities has completed a community risk assessment and created a plan of correction. Each received direction and assistance from Prescott Fire Department, Central AZ Fire and Medical Authority, Prescott National Forest, Prescott Area Wildland Urban Interface Commission (PAWUIC) or staff from DFFM. The targeted areas for mitigation are from community plans incorporating projected time frames. Prescott, Dewey Humboldt and Jerome are listed as High on the Communities at Risk list provided by the Arizona DFFM. The mitigation provided by this grant will benefit communities rated High Risk by AZ DFFM.

Central Arizona Fire and Medical Authority (CAFMA) will provide pre/post assessments and treatment plans to property owners in the Dewey/Humboldt area. This includes Blue Hills and Foothills East (35 acres at \$1900/acre for \$66,500). Properties will be mitigated by private contractors to provide defensible space around existing structures with some work on undeveloped lots as well. The Blue Hills community abuts Prescott National Forest (PNF) on the north and west with BLM on the south. The

XVI. IN WITNESS WHEREOF, the parties agree to execute this agreement as of the last date written below.

<p><u>STATE FORESTRY</u></p> <p>Arizona Department of Forestry and Fire Management. 1110 West Washington, Suite 100 Phoenix, AZ 85007</p>	<p><u>ACCEPTED BY SUB-GRANTEE</u></p> <p>PAWUIC PO Box 11085 Prescott, AZ 86304</p>
--	--


Signature

Arizona State Forester

Date: 3/4/20


Signature

Robert J Betts
Print or Type Name

Date: 2/27/2020

John Richardson



Date: 3/4/20

Foothills East community abuts Prescott National Forest to the north and State land to the east. The town of Dewey Humboldt abuts PNF to the north and west, BLM and AZ State Forest to the south, and AZ State Forest to the east.

Haisley Homestead will mitigate 4 acres at \$1,400/acre for a total of \$5,600. Jerome will mitigate 18 acres at \$1200/acre for a total of \$21,600. Old Senator Highway/Juniper Heights will mitigate 14 acres at \$1600/acre for a total of \$22,400. Rancho Vista Hills will mitigate 6 acres at \$1500/acre for a total of \$9,000. Santa Fe Springs will mitigate 4 acres at \$2500/acre for a total of \$10,000. The work will be done on steep slopes around the development requiring hand cutting and dragging slag up to the road for removal or piled and burned. Stone Ridge will mitigate 20.6 acres at \$2000/acre for a total of \$41,200. Willow Cove will mitigate 2.2 acres at \$1388/acre for a total of \$3,054. A ten percent hard match will be paid by homeowners or Home Owners Associations.

Prescott Area Wildland Urban Interface Commission (PAWUIC) will be responsible for the filing of reports and paperwork for reimbursement at the de minimus rate of 10%. All mitigation will be done by private contractors or AZ Department of Corrections crews on privately owned land. Mitigation will create defensible space around structures, clean undeveloped lots and provide firebreak zones to protect entire communities within Yavapai County.

This project is within the Bradshaw Vegetation Environmental Assessment. Projects would include the Spence Basin Timber Sale, the Joint Chiefs Landscape Restoration Partnership, and Prescott Basin Cross Boundary Project, including fuels reduction projects that have occurred throughout the years. Sarah Tomsky, PNF; Shawn Jackson, BLM; Russ Shumate, James Robbins, Rich Van Demark, DFFM Stewardship; Rick Chase, Central Arizona Fire & Medical Authority; Ron Sauntman, Yavapai Emergency Coordinator and Chief Dennis Light from Prescott Fire Department will continue to advise the participating communities and PAWUIC. Each agency will also assist in property/community assessments. Prescott Fire Department and Central AZ Fire & Medical Authority will provide chipping services to communities when possible.

The continuing efforts of the many Firewise communities in the Prescott Basin and Yavapai County are to maintain properties with defensible space, support regular clean-up and fuel mitigation, and work in conjunction with the Prescott Fire Department, Central Arizona Fire and Medical Authority, Prescott National Forest, BLM, Yavapai County Emergency Management and AZ Department of Forestry and Fire Management to ensure and improve the current quality of life in the Prescott Basin/Yavapai County. Building codes have been enhanced and HOAs have added maintenance of defensible space to their CC&Rs. Homeowners are expected to maintain properties, communities work to maintain Firewise status, and PAWUIC works to keep agencies and communities engaged in the defense of the WUI.

Pre/post assessments will be done and before/after pictures will be provided on each property completed. Pre-assessments will guide homeowners to meet forestry standards for health, safety and stewardship. Post assessments will insure adequate work was done prior to submission of paperwork for reimbursement. Compilation of acres worked in each identified community in the grant will be compared with the goal set.

Since 1990, Prescott Area Wildland Urban Interface Commission (PAWUIC) has been actively engaged with communities in Yavapai County assisting in the

administration of grants, the mitigation of hazardous fuels, and providing education about creating defensible space. Each of the included communities has a volunteer designee and committee to manage and oversee the mitigation and administrative work. This information will be funneled into PAWUIC whose Board will verify and file accurate timely reports. PAWUIC will work closely with communities to assist with appropriate fuel mitigation, quarterly review of progress through quarterly reports, and assistance through the paper process to receive reimbursement. All mitigation work will be completed by qualified contractors. Each community listed has worked through its Firewise Committee and where applicable its Home Owners Association to determine areas of risk to be addressed. The involved communities have identified problem areas based on risk factors and their specific community firewise plans. The firewise representatives for each community work closely with the homeowners/property owners to educate on the HIZ or need for undeveloped properties to be mitigated. The largest impediment on this project is having an adequate workforce to perform mitigation services.

Project Timeline

Work will begin around January 1st, 2020 and end December 31st 2021. The availability of qualified work forces due to wildland fire and weather related challenges will determine actual time frames. The 1st quarter will be spent in training by PAWUIC admin. as needed to ensure accurate records are kept and paperwork is completed appropriately. For monitoring purposes, each community included in this grant is expected to complete a minimum of 1/7 of the allotted acreage per quarter beginning 2nd quarter: 5 acres/quarter for Dewey/Humboldt; .6 acres/quarter for Haisley Homestead; 2.5 acres/quarter for Jerome; 2 acres/quarter for Old Senator Highway/Juniper Heights; 1 acre/quarter for Rancho Vista Hills; .5 acres/quarter for Santa Fe Springs; 3 acres/quarter for Stone Ridge; .3 acres/quarter for Willow Cove. If possible work will be done at a faster pace.

Project: Yavapai Countywide Mitigation Project

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$0	\$ 0
Project Labor:	\$0	\$0	\$0	\$ 0
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$0	\$ 0
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$161,418	\$17,936	\$0	\$179,354
Other:	\$16,141	\$1,793	\$0	\$17,934
TOTAL:	\$177,559	\$19,729	\$ 0	\$197,288

Budget Narrative
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.</p> <p>Contractual</p> <p>Dewey/Humboldt (Blue Hills/Foothills East) will mitigate 35 acres at \$1900/acre for \$66,500. Reimbursible at \$59,850 and hard match of \$6,650 paid by homeowners.</p> <p>Haisley Homestead will mitigate 4 acres at \$1,400/acre for a total of \$5,600. Reimbursible at \$5,040 and hard match of \$560 paid by homeowners.</p> <p>Jerome will mitigate 18 acres at \$1200/acre for a total of \$21,600. Reimbursible at \$19,440 and hard match of \$2,160 paid by the Town of Jerome.</p> <p>Old Senator Highway/Juniper Heights will mitigate 14 acres at \$1600/acre for a total of \$22,400. Reimbursible at \$20,160 and hard match of \$2,240 paid by homeowners.</p> <p>Rancho Vista Hills will mitigate 6 acres at \$1500/acre for a total of \$9,000. Reimbursible at \$8,100 and hard match of \$900 paid by homeowners.</p> <p>Santa Fe Springs will mitigate 4 acres at \$2500/acre for a total of \$10,000. Reimbursible at \$9,000 and hard match of \$1,000 paid by the Homeowners Association. The work will be done on steep slopes around the development requiring hand cutting and dragging slag up to the road for removal.</p>

Budget Narrative - Continued

Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match.

Stone Ridge will mitigate 20.6 acres at \$2000/acre for a total of \$41,200. Reimbursible at \$37,080 with hard match of \$4,120 paid by Homeowners Association.

Willow Cove will mitigate 2.2 acres at \$1388/acre for a total of \$3,054. Reimbursible at \$2,748 and a hard match of \$306 paid by the Homeowners Association.

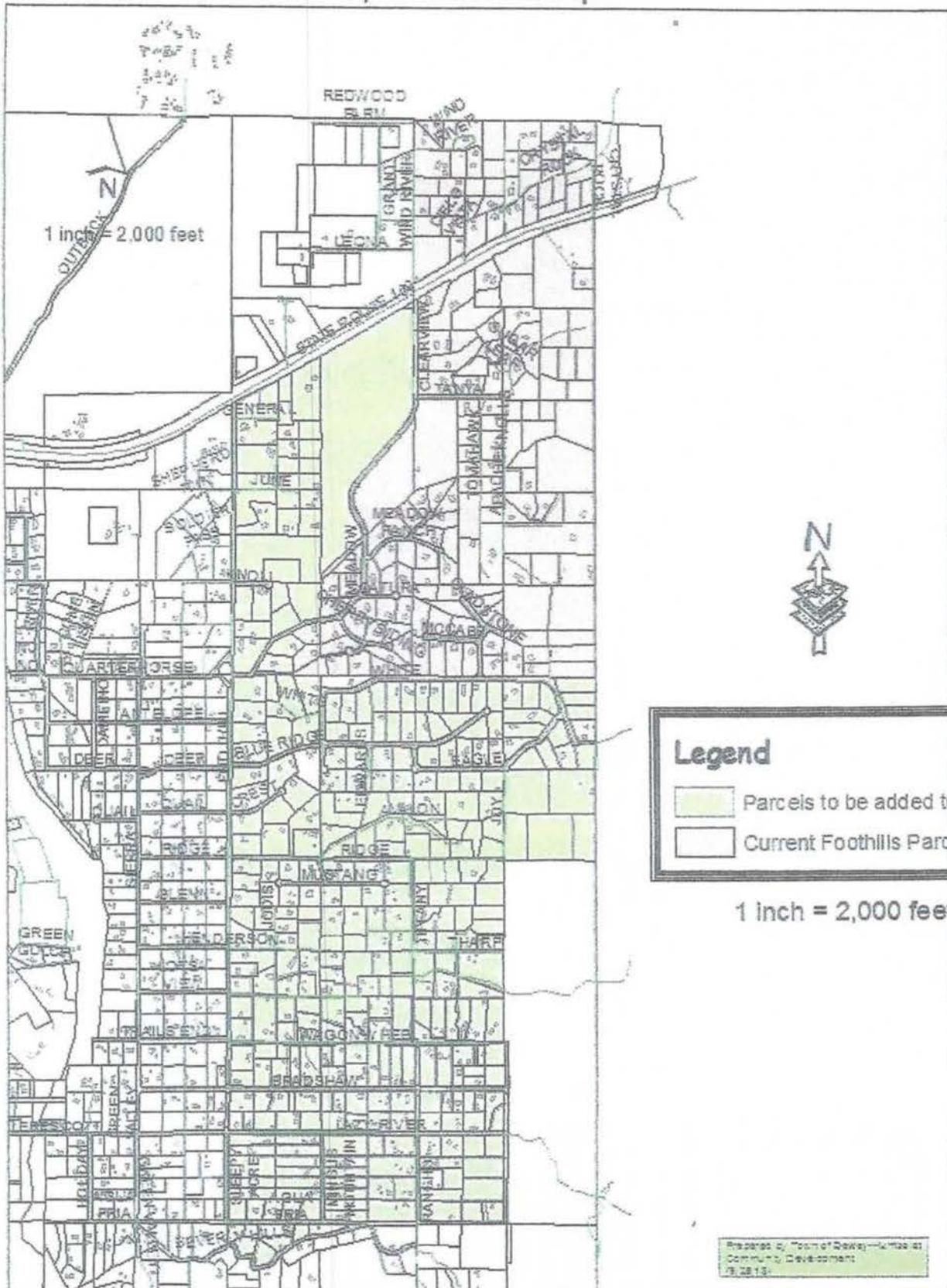
Prescott Area Wildland Urban Interface Commission (PAWUIC) will be responsible for the filing of reports and paperwork for reimbursement at the de minimis rate of 10%, a total of \$17,934. Reimbursible at \$16,141.00 and hard match of \$1,793.00.

All mitigation will be done by private contractors or AZ Dept. of Corrections crews.

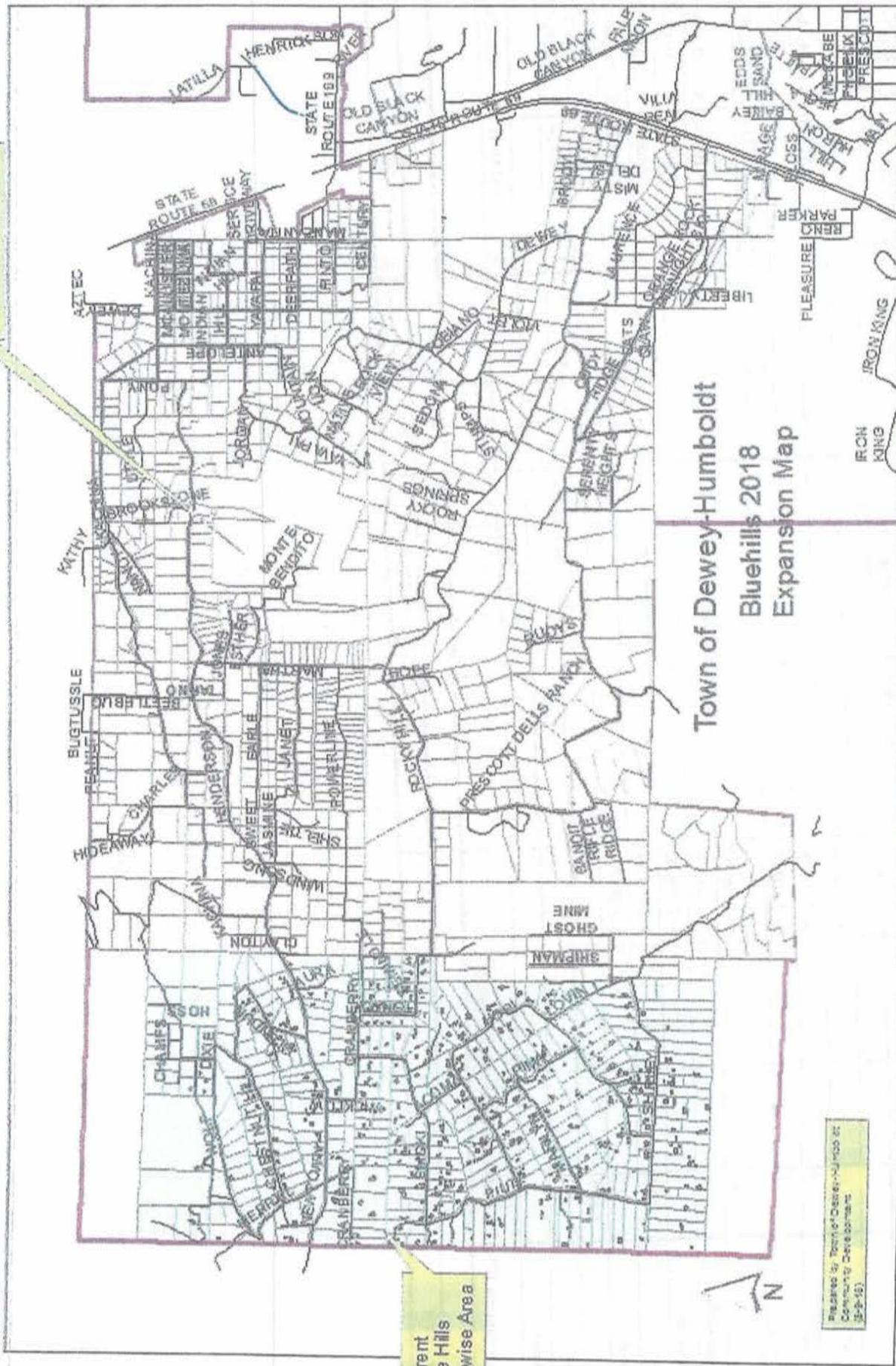
Town of Dewey-Humboldt

Foothills Firewise Community

Proposed Parcel Map



Blue Hills
Firewise Area
Expansion Area 2018



Current
Blue Hills
Firewise Area

Town of Dewey-Humboldt
Bluehills 2018
Expansion Map

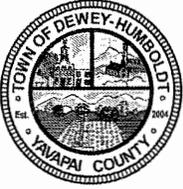
Prepared by: Town of Dewey-Humboldt
Community Development
(8-8-18)

OF THE INCLUDED MAPS FOR DEWEY/HUMBOLDT (BLUE HILLS & FOOTHILLS)
35 ACRES WILL BE TREATED

TOTAL GRANT
WFHF 19-202

COMMUNITY NAME	ACRE GOAL	ACRE PROJECT	ACRES REMAINING	@ ACRE	FEDERAL FUNDS	HARD MATCH	HRS.	IN KIND MATCH	CURRENT TOTALS	TOTAL REIMBURSEABLE GRANT	TOTAL COMBINED GRANT
Original Amts	103.8				\$ 161,418.00	\$ 17,936.00				\$ 161,418.00	\$ 179,354.00
Dewey/Humboldt	35			\$ 1,900.00						\$ 59,850.00	\$ 66,500.00
Haisley Homestead	4			\$ 1,400.00						\$ 5,040.00	\$ 5,600.00
Jerome	18			\$ 1,200.00						\$ 19,440.00	\$ 21,600.00
Old Senator Hwy-Juniper Heights	14			\$ 1,600.00						\$ 20,160.00	\$ 22,400.00
Rancho Vista Hills	6			\$ 1,500.00						\$ 8,100.00	\$ 9,000.00
Santa Fe Springs	4			\$ 2,500.00						\$ 9,000.00	\$ 10,000.00
StoneRidge	20.6			\$ 2,000.00						\$ 37,080.00	\$ 41,200.00
Willow Cove	2.2			\$ 1,388.00						\$ 2,748.24	\$ 3,053.60
Totals	103.8	0	0		\$ -	\$ -	0	0	\$ -	\$ 177,559.24	\$ 197,288.14
Percentages											
Original Amts						\$ 1,793.54				\$ 16,141.00	\$ 17,934.54
PAWUJC de minimis 10% Included in Totals above & below											
Remaining Totals	103.8	0	103.8		\$ 161,418.00	\$ 17,936.00				\$ 177,559.24	

2/24/2020 12:20 PM



TOWN OF DEWEY-HUMBOLDT
P.O. BOX 69
HUMBOLDT, AZ 86329
Phone 928-632-7362 • Fax 928-632-7365

Dewey-Humboldt

APR - 6 2020

Received

COUNCIL AGENDA ACTION REQUEST FORM

Meeting Type: Regular Special Work Session

Meeting Date: April 7

Date of Request: April 6

Requesting: Action Discussion or Report Only

Type of Action: Routine/Consent Agenda Regular

Agenda Item Text (a brief description for placement on the agenda; please be exact as this will be the wording used for the agenda):

Hazard pay for Beth Evans
& Patty

Purpose and Background Information (Detail of requested action).

These ladies need this type
of compensation due to exposure
to the public

Staff Recommendation(s): _____

Budgeted Amount: _____

List All Attachments: _____

Type of Presentation: oral

Special Equipment needed: Laptop Remote Microphone
 Overhead Projector Other: _____

Contact Person: Mayor, Nolan

Note: Per Town Code §30.105(D): Any new item will be placed under "New Business" for the council to determine its disposition. It can be acted upon at that meeting, sent to staff for more work, sent to the appropriate board or commission, set for a work session or tabled for a future date, etc.