



**Lake Havasu Metropolitan Planning Organization (LHMPO)
Executive Board Meeting Agenda
Tuesday June 9, 2020, 2:00 P.M.**

**In-Person Attendance is Suspended for this Meeting.
This meeting will be held through technological means.**

Call in Information: 1-669-900-6833 Meeting ID: 240 624 4759

The Lake Havasu MPO Executive Board may vote to hold an Executive Session for the purposes of obtaining legal advice from the Attorney on any matter listed on the agenda under A.R.S §38-431.03(A)(3)

1. Call to Order

2. Roll Call

3. Title VI – Notice to the Public (Jeanette Buckley)

4. Call to the Public

This item is provide an opportunity for presentation of comments by the public on subjects not on the agenda. Individuals wishing to address the Board will need to submit comments by Tuesday June 9, 2020 at 12:00pm in advance by email or phone to gallegosv@lhcaz.gov or 928-453-2823 (Email is highly recommended). Any written comments received in advance of the meeting will be entered into the record for the meeting and be kept in the meeting minutes.

5. Consent Agenda

The following items will be considered as one item by the Executive Board and will be enacted with one motion with no separate discussion unless a board member requests to so, in that event the item will be removed.

6.1 Approve the Executive Board Meeting Minutes of January 14, 2020

6.2 Approve the Executive Board Meeting Minutes of March 10, 2020

6.3 Call for Executive Session Pursuant to A.R.S. § 38-431.03(A), 1:00 p.m., Tuesday, August 11, 2020

7. Announcements, Communications, Update Reports

7.1 LHMPO Director's Report (Information Only)
Vinny Gallegos, LHMPO Director

7.2 Agency Announcements and Updates (Information Only)
ADOT, Lake Havasu City, and Mohave County

8. Discussion / Possible Action

- 8.1** Discussion and Possible Action to Approve the 2045 Regional Transportation Plan (RTP) Professional Services Agreement with Kittleson & Associates.

Vinny Gallegos, LHMPO Director

- 8.2** Discussion and Update: MPO Involvement with Transit Implementation / CARES Act

Vinny Gallegos, LHMPO Director

- 8.3** Discussion and Update from Rural Transportation Advocacy Council (RTAC)

Kevin Adam, RTAC Executive Director

9. Future Agenda Items

10. Upcoming Meetings Schedule

- State Transportation Board Meeting: **June 19, 2020, 9:00 AM**
- LHMPO Executive Board Meeting: **August 11, 2020 2:00 PM**, 2360 McCulloch Boulevard, Police Facility Meeting Room, Lake Havasu City, AZ 86403
- LHMPO Technical Advisory Committee Meeting: **August 23, 2020, 1:30 PM**, 900 London Bridge Road, Building B, Lake Havasu City, AZ 86403

11. Adjournment

**LAKE HAVASU MPO
REQUEST FOR ACTION
June 9, 2020**

SUBJECT: Action to Approve the Consent Agenda

SUBMITTED BY: Vinny Gallegos, MPO Director

AGENDA TYPE: Consent Agenda

ATTACHMENTS:

Executive Board Meeting minutes of January 14, 2020

Executive Board Meeting minutes of March 10, 2020

SUMMARY/BACKGROUND:

Approve the minutes from the Executive Board meeting held January 14, 2020 and minutes from the Executive Board Meeting held on March 10, 2020

ACTION OPTION:

Motion to approve the Consent Agenda

OR

Motion to approve the Consent Agenda, with the noted changes

RECOMMENDATION:

Motion to approve the Consent Agenda

Cal Sheehy - Chair
Buster Johnson – Vice Chairman
Donna McCoy – Secretary/Treasurer
David Lane – Board Member
Alvin Stump – Board Member



Lake Havasu City Police Facility
Meeting Room
2360 McCulloch Blvd, N
Lake Havasu City, AZ 86403

**LAKE HAVASU METROPOLITAN
PLANNING ORGANIZATION (LHMPO)
EXECUTIVE BOARD MEETING MINUTES
Tuesday January 14, 2020, 2:00 P.M.**

One or More Executive Board Members May Attend and Vote Telephonically

The Lake Havasu MPO Executive Board may vote to hold an Executive Session for the purposes of obtaining legal advice from the Attorney on any matter listed on the agenda under A.R.S §38-431.03(A)(3)

1. Call to Order

Chairman Sheehy called the meeting to order at 2:00 p.m.

2. Pledge of Allegiance

Chairman Sheehy led the Pledge of Allegiance.

3. Roll Call

The roll call was performed by Jeanette Buckley.

Present: Cal Sheehy, Buster Johnson, Donna McCoy, Alvin Stump and David Lane.

4. Title VI – Notice to the Public

The Title VI Notice to the Public was ready by Jeanette Buckley.

5. CALL TO THE PUBLIC:

There were no public comments.

6. CONSENT AGENDA

The following items will be considered as one item by the Executive Board and will be enacted with one motion with no separate discussion unless a board member requests to so, in that event the item will be removed.

6.1 Approve the Executive Board Meeting Minutes of October 8, 2019

6.2 Call for Executive Session Pursuant to A.R.S. § 38-431.03(A), 1:00 p.m., Tuesday, February 11, 2020

Motion

Member Lane presented a motion to approve the Consent Agenda as presented.

Motion was seconded by Vice-Chairman Johnson.

Vote on Motion

The vote on the motion was unanimous.

7. ANNOUNCEMENTS, COMMUNICATIONS, UPDATE REPORTS

7.1 LHMPO Director's Report (Information Only)

Vinny Gallegos advised the Executive Board that in their packets there is an attachment that shows ongoing activities that been done by the Lake Havasu MPO.

7.2 Agency Announcements and Updates (Information Only)

ADOT, City, County, and RTAC

Alvin Stump, ADOT Update the Executive Board that they are collecting traffic counts being collected at the third driveway at SR95 and Kiowa this week.

8. PUBLIC HEARINGS

8.1 Discussion and Possible Action to *Update* Previous MPO Resolution Regarding Tolling Interstate 15 and Encourage the Arizona Department of Transportation (ADOT) to Seek Alternate Funding Sources for the Roadway Improvements.

Vinny Gallegos advised the Executive Board at the last Executive Board Meeting there was discussion concerning tolling on Arizona roads. Vice Chairman Johnson brought up that Mohave County Board of Supervisors recently adopted a resolution opposing the tolling of Interstate 15. The MPO also did a resolution September 12, 2017 that the Executive Board approved for ADOT to seek alternative Funding sources for Interstate 15 excluding roadway tolling.

Vinny Gallegos asked the Executive Board what direction they would like staff to take on this resolution. Vice Chairman Johnson responded that a cover letter created reinforcing the original resolution that was already presented to the Arizona State Transportation Board would suffice. Member Lane asked if there would need to be written since it was signed by the prior Chairman. Chairman Sheehy stated that he was comfortable with the cover letter and the original resolution attached.

Motion

Vice Chairman Johnson presented a motion to have staff create a cover letter and attach resolution to be presented to the Arizona State Transportation Board. Motion was seconded by Member Lane.

Vote on Motion

The vote on the motion was 4 aye and 1 abstained.

8.2 Discussion and Possible Action to Approve TIP Amendment #2 Partial Scoping and updated HSIP Application for Swanson/Acoma Traffic Signal

Vinny Gallegos stated that he has provided the Executive Board the TIP Amendment #2 in their packets. The Swanson/Acoma Traffic Signal is a FY21/22 HSIP project that was originally part of an Acoma Blvd corridor improvement HSIP project. This intersection was identified by ADOT as the #1 unsignalized intersection for accidents. This intersection had 22 accidents at the time of the report. ADOT has been working with Lake Havasu City and the MPO to pursue funds for a traffic signal for this intersection. The project was originally awarded \$724,750 in February 2019 ADOT asked Lake Havasu City to increase the cost estimate for this project. Project costs have been increasing with the rising economy. Lake Havasu City and the MPO have expressed that

they do not have any additional funding for this project. ADOT has indicated that they would be willing to increase the project to \$1,000,000 as long as the signal improvement met the minimum 1.5 B/C ratio that was in place at the time of the application. ADOT has requested an additional scoping and cost estimate before they commit in writing.

Vinny Gallegos advised the Executive Board that the MPO has around \$12,000 to do the additional scoping and cost estimate for this project. Vinny Gallegos explained that TIP Amendment #2 addresses the funding for this scoping and updated cost estimate.

Member Lane asked Vinny Gallegos asked if part of the scope could address if the project is a feasible project since this intersection is now #6 on the unsignalized intersection list. Vinny Gallegos did explain that the data that put the intersection #1 unsignalized intersections list was a five-year window and possibly some of the crashes have fallen off or other intersections are now worse than this one.

Motion

Member Lane presented a motion to approve TIP Amendment #2 for Scoping update and Feasibility of the Swanson/Acoma Traffic Signal. Motion was seconded by Vice Chairman Johnson.

Vote on Motion

The vote on the motion was unanimous.

8.3 Discussion and Possible Action to Approve TIP Amendment #3 FY19-FY20 HSIP HAWK project public education

Vinny Gallegos explained that this is the MPO's effort to better educate and engage the public. The HAWK project is the process of design being finished and construction should start this year. This is the first High Intensity Activated Crosswalk Beacon (HAWK) for this area. The MPO thought it would be a good idea to do public education on this project. ADOT came out with a document that states it is up to locals for public outreach.

Vinny Gallegos advised the Executive Board that the \$5,000 would be for educational videos explaining how the HAWK functions. This will be to assist ADOT and Lake Havasu City on this project.

Chairman Sheehy asked why the public education is not included in the original plan. Vinny Gallegos responded that every HSIP project has 5% available for public education outreach, in the past the public outreach has been minimal.

Member Stump indicated that he thinks this is a good idea especially since the HAWK is new to the community.

Motion

Secretary/Treasurer McCoy presented a motion to approve TIP Amendment #3 for Pedestrian Hybrid Beacon public education campaign. Motion was seconded by Vice Chairman Johnson.

Vote on Motion

The vote on the motion was unanimous.

8.4 Discussion and Possible Action to Approve Regional Transit Implementation Plan

Vinny Gallegos advised the Executive Board that the Regional Transit Implementation Plan has been finalized. The Regional Transit Implementation Plan is a step for Lake Havasu City to start receiving 5307 transit funding. Once this is approved by the Executive Board and after the presentation to City Council, this plan will be turned over to Lake Havasu City for implementation. Vinny Gallegos introduced Phyllis Davis Project Manager with Kittleson & Associates to give the Executive Board a brief presentation. (Presentation available at Lake Havasu MPO office)

Phyllis Davis, Kittleson & Associates gave the following overview to the Executive Board:

- Study Purpose
 - Identify the Need/Demand for Transit Service
 - Determine Local and Regional Needs
 - Evaluate Alternative Service Scenarios
 - Create a Realistic and Sustainable Short and Long-Term Plan
- Short-Term Service Plan
 - Pre-Kickoff (0-6 Months)
 - Phase I: Pilot Phase (7-12 Months) Downtown Circulator
 - Phase II: Adjustment Phase (13-18 Months) add Northern Express
 - Paratransit Service to run with these routes
 - Phase III: Enhancement Phase
 - Fare Structure
 - Potential Partnerships with local businesses
- Mid-Term Service Plan (3-5 Years)
 - Implement a Microtransit Pilot Project
 - Implement a Southern Express that connects Bashas' to the Downtown Circulator
 - Pilot Home to Hub option
- Long-Term (5+ Years)
 - Re-Evaluate and update the Transit Service Plan
 - Evaluate potential need for transit connections to Bullhead City, Kingman and Parker

Vinny Gallegos highlighted that if Lake Havasu City keeps the commitment to Transit and use the Federal Share of 5307 you are able to start transit for \$724,000 in Phase I.

Member Lane wanted to make sure everyone understood on Phyllis's presentation slides when it said 2 am routes that it meant 2 routes in the morning not 2 a.m. Member Lane thanked Phyllis Davis for all the hard work that was done on this plan and the public involvement.

Patrick Cipres, Havasu Mobility expressed the need for transit in Lake Havasu City he has been running Havasu Mobility for five years. This plan comes at a good time now there has been enough time since HAT discontinued service and public has expressed a need for transit. As Lake Havasu City grows, the need for public transportation will be a need for the community. This plan is the key for transit to move forward we want positive results for transit.

Secretary/Treasurer wanted to thank everyone for their time and hard work on this, transit is a definite need for our community.

Motion

Secretary/Treasurer presented a motion to approve the Regional Transit Feasibility and Implementation Plan. Motion was seconded by Member Lane.

Vote on Motion

The vote on the motion was unanimous.

9. FUTURE AGENDA ITEMS

No future agenda items were given.

10. UPCOMING MEETINGS SCHEDULE

- State Transportation Board Meeting: **January 17, 2020, 9:00 AM**, Yuma, AZ
- LHMPO Technical Advisory Committee Meeting: **January 28, 2020, 1:30 PM, CANCELLED** 900 London Bridge Road, Building B, Lake Havasu City, AZ 86403
- LHMPO Executive Board Meeting: **February 11, 2020 2:00 PM**, 2360 McCulloch Boulevard, Police Facility Meeting Room, Lake Havasu City, AZ 86403
- LHMPO Technical Advisory Committee Meeting: **February 25, 2020, 1:30 PM**, 900 London Bridge Road, Building B, Lake Havasu City, AZ 86403

11. ADJOURNMENT

Motion to adjourn was presented by Member Lane, seconded by Secretary/Treasurer McCoy. Vote on the motion was unanimous. Meeting adjourned at 2:43 p.m.

Cal Sheehy - Chair
Buster Johnson – Vice Chairman
Donna McCoy – Secretary/Treasurer
David Lane – Board Member
Alvin Stump – Board Member



Lake Havasu City Police Facility
Meeting Room
2360 McCulloch Blvd, N
Lake Havasu City, AZ 86403

**LAKE HAVASU METROPOLITAN
PLANNING ORGANIZATION (LHMPO)
EXECUTIVE BOARD MEETING MINUTES
Tuesday March 10, 2020, 2:00 P.M.**

One or More Executive Board Members May Attend and Vote Telephonically

The Lake Havasu MPO Executive Board may vote to hold an Executive Session for the purposes of obtaining legal advice from the Attorney on any matter listed on the agenda under A.R.S §38-431.03(A)(3)

1. Call to Order

Chairman Sheehy called the meeting to order at 2:00 p.m.

2. Pledge of Allegiance

Chairman Sheehy led the Pledge of Allegiance.

3. Roll Call

The roll call was performed by Jeanette Buckley.

Present: Cal Sheehy, Donna McCoy, David Lane attending telephonically Buster Johnson, and Todd Steinberger.

4. Title VI – Notice to the Public

The Title VI Notice to the Public was read by Jeanette Buckley.

5. CALL TO THE PUBLIC:

There were no public comments.

6. CONSENT AGENDA

The following items will be considered as one item by the Executive Board and will be enacted with one motion with no separate discussion unless a board member requests to so, in that event the item will be removed.

6.1 Call for Executive Session Pursuant to A.R.S. § 38-431.03(A), 1:00 p.m., Tuesday, April 7, 2020

Motion

Secretary/Treasurer McCoy presented a motion to approve the Consent Agenda as presented. Motion was seconded by Member Lane.

Vote on Motion

The vote on the motion was unanimous.

7. ANNOUNCEMENTS, COMMUNICATIONS, UPDATE REPORTS

7.1 LHMPO Director's Report (Information Only)

Vinny Gallegos advised the Executive Board that the MPO currently has a request for quotes for the updated cost estimate and scope of a Highway Safety project at Acoma

and Swanson. The request for quotes closes today and there should be a consultant on board in the next week or two. Also attached in the agenda is the progress reports required by FHWA and ADOT for the monthly activities of the MPO.

7.2 Agency Announcements and Updates (Information Only)

ADOT, Lake Havasu City, and Mohave County

Todd Steinberger, ADOT updated the Executive Board on the work currently being done on the third driveway for the Kiowa improvement project.

8. PUBLIC HEARINGS

8.1 Discussion and Possible Action to Approve the 2045 Regional Transportation Plan (RTP) Request for Proposals and direct staff to complete all necessary duties and responsibilities prior to the Executive Board's approval of a contract.

Vinny Gallegos informed the Executive Board that in the agenda packed is the request for proposals that has been approved by the Technical Advisory Committee (TAC). This plan will look at the MPO region for the next 25 years for the multimodal transportation needs in the area. A couple of highlights for this plan will be technology and what will be implemented in the next 25 years. The consultant will be meeting with Lake Havasu City Staff, Executive Board and the Technical Advisory Committee to address the plans needs for the region.

Vinny Gallegos advised the Executive Board that the budget for this plan is half of what the original plan was. Since the MPO just completed a Transit Implementation Plan and Bicycle Pedestrian Implementation plan these items will not need to be updated in this Regional Transportation Plan.

Vinny Gallegos indicated that the only changes made to the Request for Proposals were changed to reflect Lake Havasu City Procurement policy and timeline originally it was presented with Lake Havasu MPO as receiving the proposals at 900 London Bridge Road.

Vinny Gallegos informed the Executive Board on their approval the Request for Proposals will be going out to the public tomorrow. The timeline is reflected on page 22 the next time the Executive Board would see this is when the contract is ready for approval.

Member Lane advised Vinny Gallegos that on page 3 that is still had the London Bridge address noted. Vinny Gallegos stated that page 3 would be corrected to the City Hall address.

Chairman Sheehy asked about the budget of \$120,000 and why is it noted in the Request for Proposals. Chairman Sheehy suggested removing the amount in case the plan comes in under the \$120,000.

Vinny Gallegos stated that the dollar amount would be removed from the Request for Proposals.

Motion

Member Lane presented a motion to approve the 2045 Regional Transportation Plan Request for Proposals with the noted changes and direct staff to complete the necessary duties and responsibilities prior to the Executive Board's approval of a contract. Motion was seconded by Secretary/Treasurer McCoy.

Vote on Motion

The vote on the motion was unanimous.

8.2 Discussion and Update from Kevin Adams, Rural Transportation Advocacy Council (RTAC)

Kevin Adams, RTAC updated the Executive Board on the following:

- On State level the House and Senate are working on crafting the budget that can be passed
- Transportation on the State Level has grown as a priority due to needs of lacking infrastructure
- Chairman Campbell has presented a bill to increase gas tax this will need a super majority vote
- State revenue collections are 10% growth over last year the Coronavirus gave the stock market a big hit and will have to see how this effects the state revenues
- There is \$650 million in one-time revenue that will have to be addressed in the budget
- There is an interest in this revenue available and it is looked at for capital improvements
- On the federal level the Highway Trust Fund needs to be stabilized
- The states allocations haven't been updated since 2009
- The State Planning funding has not increased since 2009 even though new MPO's are added every census in the state of Arizona
- There is a need for streamlining the Transportation Federal Aid process

Chairman Sheehy asked how Governor Ducey feels about the gas tax increase. Kevin Adams indicated that Governor Ducey has expressed that he would veto a tax increase.

Chairman Sheehy asked if another approach for increasing revenue has been looked at. Kevin Adams replied that gas tax increase would not be a fix for the future and vehicle miles travel formula has been looked at before.

Chairman Sheehy advised Kevin Adam that the rural areas would not be in favor of a vehicle miles travel formula due to the distance that these areas have to travel to Phoenix or Tucson.

9. FUTURE AGENDA ITEMS

Chairman Sheehy asked if there were any future agenda items. No future items given.

10. UPCOMING MEETINGS SCHEDULE

- State Transportation Board Meeting: **March 20, 2020, 9:00 AM**, Marana, AZ
- LHMPPO Technical Advisory Committee Meeting: **March 24, 2020, 1:30 PM**, 900 London Bridge Road, Building B, Lake Havasu City, AZ 86403
- LHMPPO Executive Board Meeting: **April 7, 2020 2:00 PM**, 2360 McCulloch Boulevard, Police Facility Meeting Room, Lake Havasu City, AZ 86403
- LHMPPO Technical Advisory Committee Meeting: **April 28, 2020, 1:30 PM**, 900 London Bridge Road, Building B, Lake Havasu City, AZ 86403

11. ADJOURNMENT

Motion to adjourn was presented by Member Lane, seconded by Secretary/Treasurer McCoy. Vote on the motion was unanimous. Meeting adjourned at 2:47 p.m.

**LAKE HAVASU MPO
REQUEST FOR ACTION
June 9, 2020**

SUBJECT: Director's Report (Information Only)

SUBMITTED BY: Vinny Gallegos, LHMPO Director

AGENDA TYPE: Discussion Only

ATTACHMENTS:

Progress Reports

SUMMARY/BACKGROUND:

Attached is the progress report that is provided to ADOT regarding all activities of the MPO staff and projects for federal reimbursement of staff / project time. Any and all activities must be documented in order to receive federal funding. This is a detailed report for your information and reference on the activities of the MPO.

ACTION OPTION:

Discussion Only

OR

RECOMMENDATION:

LHMPO Progress Report

MPO Name: Lake Havasu MPO _____

Reporting Period: April 2020 _____

Task Code: 100 Task Title: Administration	
Progress – Current Period	Anticipated Progress – Next Period
<p>Meetings attended:</p> <p>LHMPO Manager</p> <ul style="list-style-type: none"> • Webinar CommuteCon 2020 the Science of Smart Commuting • RTAC Meeting • RTAC Management Meeting • COG/MPO Directors Meeting • WACOG/LHMPO – New MPO discussion with ADOT • CARES Act Funding Discussion • CARES Act Funding meeting with City Manager • HAWK Project Update Meeting • Arizona State Transportation Board Meeting • Meeting with AZUtracs regarding bidders list for the Regional Transportation Plan • REMI Webinar Transportation Planning • Virtual Sustainable Havasu Conference <p>Staff attended</p> <ul style="list-style-type: none"> • HAWK Project Update Meeting <p>Documents prepared:</p> <ul style="list-style-type: none"> • Executive Board and TAC Meeting Posting Notices • Invoice preparation for ADOT MPD, SPR, PL, and 5305 funding <p>Other Activities</p>	<p>Attending the following Meetings:</p> <p>LHMPO Manager:</p> <ul style="list-style-type: none"> • 2045 RTP RFP Consultant Selection Committee • AzTA Legislative Retreat Pre-Meeting • AzTA Board of Directors' Strategic Legislative Retreat • RTAC Meeting • RTAC Management Meeting • 2045 RTP Contract – Oracle DocuSign for E-signature workflow meeting with Lake Havasu City • CARES E-grants Reimbursement Webinar • Arizona State Transportation Board Meeting • LHMPO Technical Advisory Committee Meeting • Go Havasu Directors Meeting • COG MPO ADOT MPD Working Group Meeting • WACOG TAC Meeting • Virtual Pedestrian and Bicyclist Scalable Risk Assessment Tool Workshop • LHMPO RTP Safety Assessment meeting <p>Staff attending:</p> <ul style="list-style-type: none"> • 2045 RTP RFP Consultant Selection Committee • 2045 RTP Contract – Oracle DocuSign for E-signature workflow meeting with Lake Havasu City • SWTA Webinar for Procurement under the CARES Act • COG MPO ADOT MPD Working Group Meeting

<ul style="list-style-type: none"> • Acquire documentation for Special Projects, 5307 funding and TIP • Upload documents to the website and make changes as needed • Monitor and post to Facebook and Twitter as time permits • Closed out Sparklight Contract in the DBE system • Submitted the corrections for the Employer Data Base to MAG 	<ul style="list-style-type: none"> • Administrators Workflow Meeting • Virtual Pedestrian and Bicyclist Scalable Risk Assessment Tool Workshop <p>Preparing the following documents:</p> <ul style="list-style-type: none"> • Prepare Executive Board and TAC agendas • Executive Board and TAC Meeting Posting Notices • Prepare quorum notices • Invoice preparation for ADOT MPD, SPR, PL, and 5305 funding <p>Other Activities</p> <ul style="list-style-type: none"> • Acquire documentation for Special Projects, 5307 funding and TIP • Upload documents to the website and make changes as needed • Monitor and post to Facebook and Twitter as time permits
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Task Code: 200 Task Title: Data Collection	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> • Lake Havasu City providing monthly updates on the traffic counts done in the City 	Future Activities <ul style="list-style-type: none"> • Lake Havasu City providing monthly updates on the traffic counts done in the City

Task Code: 300 Task Title: Transportation Improvement (TIP)	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> • Continue searching avenues of funding for projects listed in the FY20-24 TIP • Working with Havasu Transit for projects for the FY21-FY25 TIP 	Activities <ul style="list-style-type: none"> • Continue searching avenues of funding for projects listed in the FY20-24 TIP • Continue working on the FY21-FY25 TIP

Task Code: 400 Task Title: Long Range Transportation Plan (LRTP)	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Continue to look for funding for the projects in the Long Range Transportation and Bicycle Pedestrian Implementation Plan RFP for 2045 Long Range Transportation Plan Consult Review 	Activities <ul style="list-style-type: none"> Continue to look for funding for the projects in the Long Range Transportation and Bicycle Pedestrian Implementation Plan Working in the 2045 Long Range Transportation Plan Professional Services Agreement

Task Code: 501 Task Title: Regional Planning – HSIP	
Progress – Current Period	Anticipated Progress – Next Period
Meetings <ul style="list-style-type: none"> Work to identify possible safety projects in the LHMPO's region Work with Greenlight Traffic Engineering concerning HSIP application for the Acoma/Swanson Project Working with Jeff Herb, Lake Havasu City regarding the HAWK project 	Activities <ul style="list-style-type: none"> Work to identify possible safety projects in the LHMPO's region Work with Jeff Herb, Lake Havasu City regarding the HAWK project Working with Greenlight and Lake Havasu City for the cost estimate update and scoping for the Acoma/Swanson traffic signal

Task Code: 502 Task Title: Regional Planning – STBG	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Working with consultant on the Mohave County Safe Driving Campaign 	Activities <ul style="list-style-type: none"> Completing the Safe Driving Campaign when Covig-19 restrictions lifted.

Task Code: 600 Task Title: Public Involvement Plan (PIP)	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Posted regular to Facebook weekly and monitor progress with posts 	Future Activities <ul style="list-style-type: none"> Continually updating stakeholder lists Looking for additional ways to contact the public for their participation

Task Code: 700 Task Title: Public Transit & Mobility Planning	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Work with Lake Havasu City on the next steps for the implementing the Regional Transit Plan 	Future Activities <ul style="list-style-type: none"> Work with Lake Havasu City on the next steps for the implementing the Regional Transit Plan

Task Code: 800 Task Title: Environmental Overview	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Continue gathering data for sustainable and livable community information for future planning Looking at funding mechanisms for expansion of the LHC sidewalks as well as bicycle street striping & signage for additional mobility access within the region 	Future Activities <ul style="list-style-type: none"> Continue gathering data for sustainable and livable community information for future planning Looking at funding mechanisms for expansion of the LHC sidewalks as well as bicycle street striping & signage for additional mobility access within the region

Task Code: 900 Task Title: Capital Expenditures	
Progress – Current Period	Anticipated Progress – Next Period

Activities <ul style="list-style-type: none"> No activities at this time 	Future Activities <ul style="list-style-type: none"> No future activities anticipated at this time
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Vincent Gallegos Date

LHMPO Progress Report

MPO Name: Lake Havasu MPO _____

Reporting Period: May 2020 _____

Task Code: 100 Task Title: Administration	
Progress – Current Period	Anticipated Progress – Next Period
<p>Meetings attended:</p> <p>LHMPO Manager</p> <ul style="list-style-type: none"> • 2045 RTP RFP Consultant Selection Committee • AzTA Legislative Retreat Pre-Meeting • AzTA Board of Directors’ Strategic Legislative Retreat • RTAC Meeting • RTAC Management Meeting • 2045 RTP Contract – Oracle DocuSign for E-signature workflow meeting with Lake Havasu City • CARES E-grants Reimbursement Webinar • Arizona State Transportation Board Meeting • LHMPO Technical Advisory Committee Meeting • Go Havasu Directors Meeting • COG MPO ADOT MPD Working Group Meeting • WACOG TAC Meeting • Virtual Pedestrian and Bicyclist Scalable Risk Assessment Tool Workshop • LHMPO RTP Safety Assessment meeting <p>Staff attended</p> <ul style="list-style-type: none"> • 2045 RTP RFP Consultant Selection Committee • 2045 RTP Contract – Oracle DocuSign for E-signature workflow meeting with Lake Havasu City • SWTA Webinar for Procurement under the CARES Act • COG MPO ADOT MPD Working Group Meeting 	<p>Attending the following Meetings:</p> <p>LHMPO Manager:</p> <ul style="list-style-type: none"> • Meetings with ADOT, Sun Corridor MPO and Central Yavapai MPO regarding 5307/CARES • COG/MPO Planner’s Meeting • LHMPO Executive Board Meeting • Go Havasu Directors Meeting • Arizona State Transportation Board Meeting • RTAC Meeting • RTAC Management Meeting • Title VI Webinar • AzTA Board of Directors Retreat • MPO COG Directors’ Meeting <p>Staff attending:</p> <ul style="list-style-type: none"> • Meeting with Lake Havasu City regarding Oracle and the relationship of projects • COG/MPO Planner’s Meeting • Coordinated Council Meeting – WACOG • Title VI Webinar <p>Preparing the following documents:</p> <ul style="list-style-type: none"> • Prepare Executive Board and TAC agendas • Executive Board and TAC Meeting Posting Notices • Prepare quorum notices

<ul style="list-style-type: none"> • Administrators Workflow Meeting • Virtual Pedestrian and Bicyclist Scalable Risk Assessment Tool Workshop <p>Documents prepared:</p> <ul style="list-style-type: none"> • Executive Board and TAC Meeting agendas • Executive Board and TAC Meeting Posting Notices • Invoice preparation for ADOT MPD, SPR, PL, and 5305 funding <p>Other Activities</p> <ul style="list-style-type: none"> • Acquire documentation for Special Projects, 5307 funding and TIP • Upload documents to the website and make changes as needed • Monitor and post to Facebook and Twitter as time permits 	<ul style="list-style-type: none"> • Invoice preparation for ADOT MPD, SPR, PL, and 5305 funding <p>Other Activities</p> <ul style="list-style-type: none"> • Acquire documentation for Special Projects, 5307 funding and TIP • Upload documents to the website and make changes as needed • Monitor and post to Facebook and Twitter as time permits
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Task Code: 200 Task Title: Data Collection	
Progress – Current Period	Anticipated Progress – Next Period
<p>Activities</p> <ul style="list-style-type: none"> • Lake Havasu City providing monthly updates on the traffic counts done in the City 	<p>Future Activities</p> <ul style="list-style-type: none"> • Lake Havasu City providing monthly updates on the traffic counts done in the City

Task Code: 300 Task Title: Transportation Improvement (TIP)	
Progress – Current Period	Anticipated Progress – Next Period
<p>Activities</p> <ul style="list-style-type: none"> • Continue searching avenues of funding for projects listed in the FY20-24 TIP • Working with Havasu Transit for projects for the FY21-FY25 TIP 	<p>Activities</p> <ul style="list-style-type: none"> • Continue searching avenues of funding for projects listed in the FY20-24 TIP • Continue working on the FY21-FY25 TIP

Task Code: 400 Task Title: Long Range Transportation Plan (LRTP)	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Continue to look for funding for the projects in the Long Range Transportation and Bicycle Pedestrian Implementation Plan Finalizing the Professional Services Agreement with Kittleson & Associates for the 2045 Long Range Transportation Plan 	Activities <ul style="list-style-type: none"> Continue to look for funding for the projects in the Long Range Transportation and Bicycle Pedestrian Implementation Plan Forward the Professional Services agreement to Lake Havasu City for E-Signatures in Oracle for the Exectutive Board Meeting

Task Code: 501 Task Title: Regional Planning – HSIP	
Progress – Current Period	Anticipated Progress – Next Period
Meetings <ul style="list-style-type: none"> Work to identify possible safety projects in the LHMPO’s region Work with Greenlight Traffic Engineering concerning HSIP application for the Acoma/Swanson Project Working with Jeff Herb, Lake Havasu City regarding the HAWK project 	Activities <ul style="list-style-type: none"> Work to identify possible safety projects in the LHMPO’s region Work with Jeff Herb, Lake Havasu City regarding the HAWK project Working with Greenlight and Lake Havasu City for the cost estimate update and scoping for the Acoma/Swanson traffic signal

Task Code: 502 Task Title: Regional Planning – STBG	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Completing the Safe Driving Campaign when Covig-19 restrictions lifted. 	Activities <ul style="list-style-type: none"> Completing the Safe Driving Campaign when Covig-19 restrictions lifted.

Task Code: 600 Task Title: Public Involvement Plan (PIP)	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Posted regular to Facebook weekly and monitor progress with posts 	Future Activities <ul style="list-style-type: none"> Continually updating stakeholder lists Looking for additional ways to contact the public for their participation

Task Code: 700 Task Title: Public Transit & Mobility Planning	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Work with Lake Havasu City on the next steps for the implementing the Regional Transit Plan 	Future Activities <ul style="list-style-type: none"> Work with Lake Havasu City on the next steps for the implementing the Regional Transit Plan

Task Code: 800 Task Title: Environmental Overview	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> Continue gathering data for sustainable and livable community information for future planning Looking at funding mechanisms for expansion of the LHC sidewalks as well as bicycle street striping & signage for additional mobility access within the region 	Future Activities <ul style="list-style-type: none"> Continue gathering data for sustainable and livable community information for future planning Looking at funding mechanisms for expansion of the LHC sidewalks as well as bicycle street striping & signage for additional mobility access within the region

Task Code: 900 Task Title: Capital Expenditures	
Progress – Current Period	Anticipated Progress – Next Period
Activities <ul style="list-style-type: none"> No activities at this time 	Future Activities <ul style="list-style-type: none"> No future activities anticipated at this time

 6/20/20
Vincent Gallegos Date

**LAKE HAVASU MPO
REQUEST FOR ACTION
June 9, 2020**

SUBJECT: Discussion and Possible Action to Award the Professional Services Agreement With Kittleson & Associates To Perform The 2045 Regional Transportation Plan

SUBMITTED BY: Vinny Gallegos, LHMPD Director

AGENDA TYPE: Discussion / Possible Action

ATTACHMENTS:

Professional Services Agreement

SUMMARY/BACKGROUND:

On May 5, 2020, TAC and staff met to review the requests for proposals of the 2045 Regional Transportation Plan recommended that Lake Havasu MPO select Kittleson & Associates, as the consultant for the MPO 2045 Regional Transportation Plan.

The TAC and staff are requesting the Executive Board approve and sign the attached Professional Services Agreement.

ACTION OPTION:

Motion that the Executive Board approve the Professional Services Agreement for the 2045 Regional Transportation Plan.

OR

Motion that the Executive Board approve the Professional Services Agreement and Scope of Work with noted changes.

RECOMMENDATION:

Motion that the Executive Board approve the Professional Services Agreement for the 2045 Regional Transportation Plan.



PROFESSIONAL SERVICES AGREEMENT

Regional Transportation Plan

This Professional Services Agreement ("Agreement") is made and entered into on June 30, 2020, by and between the Lake Havasu Metropolitan Planning Organization ("LHMPO") and Kittelson & Associates, Inc. ("Consultant"), both individually referenced as "Party" and collectively referenced as the "Parties." The Parties agree as follows:

1. Services.

1.1 Consultant agrees to provide the services contained in the attached Exhibit "A" ("Scope of Work" or "Services"). When requested by LHMPO, Consultant agrees to attend Board meetings and provide necessary and requested documents, including correspondence for Board action, supporting charts, graphs, drawings, and colored slides.

1.2 Consultant agrees to comply with the supplemental contract language contained in the attached Exhibits "D," "E," "F," and "G" as required by the Arizona Department of Transportation.

2. Compensation and Payment Schedule.

2.1 LHMPO shall pay the Consultant the amount specified in the Fee Schedule attached as Exhibit "B." Payment shall not exceed the total amount set forth in Exhibit "B" unless otherwise authorized by the LHMPO.

2.2 LHMPO shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices and progress reports. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Work schedule updates must be included in the monthly progress reports.

3. Period of Service. The Services shall be completed by the date contained in the

"Notice to Proceed" issued by LHMPO to the Consultant. In the event delays are experienced beyond the control of Consultant, the completion date may be extended in writing as mutually agreed upon by the Parties.

4. Inspection; Acceptance. All Services shall be subject to inspection and acceptance by the LHMPO at reasonable times during Consultant's performance. Consultant shall provide and maintain a self-inspection system that is acceptable to the LHMPO.

5. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the customary professional standards in the field for design professionals.

6. Licenses; Materials. Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Consultant. LHMPO has no obligation to provide Consultant, its employees or subcontractor any business registrations or licenses required to perform the specific Services required by the Agreement. LHMPO has no obligation to provide tools, equipment, or material to Consultant.

7. Documents. All documents, including any intellectual property rights, prepared and submitted to the LHMPO under this Agreement shall be the property of the LHMPO. Any use for extensions of work beyond the Services for any other projects unrelated to the Services without written verification or adaptations by the Consultant for the specific purposes intended will be at the LHMPO's sole risk and without liability or legal exposure to the Consultant.

8. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees, that upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the LHMPO. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the LHMPO of same and shall, subject to the concurrence of the LHMPO, replace such personnel with personnel possessing substantial equal ability and qualifications.

9. Indemnification.

9.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless LHMPO, and its officers, employees, agents, and volunteers (collectively the "Indemnified Party") for, from, and against any and all liabilities, damages, losses, claims, expenses, and costs (including, but not limited to, reasonable attorney's fees and court costs), to which any Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), to the extent that the Claims (or actions in respect thereof) are caused by the negligence, recklessness, or intentional wrongful conduct of

Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements required by this Agreement will in no way be construed as limiting the scope of indemnity in this Section.

9.2 If court of law determines that this section is void under A.R.S. § 34-226 because a word, words, or phrase in this section makes this section void under A.R.S. § 34-226, then such word, words, or phrase (as applicable) shall be deemed to be stricken to the extent necessary so that this section is not void under A.R.S. § 34-226 and the remaining obligations shall remain in full force and effect; and the language of this section shall be retroactively reformed to the extent reasonably possible in such a manner so that the reformed language provides essentially the same rights and benefits to the fullest extent permitted by A.R.S. § 34-226(B).

10. Insurance. Consultant agrees to purchase and maintain for the duration of this Agreement the minimum insurance required in the attached Exhibit "C."

11. Termination; Cancellation.

11.1 For LHMPO's Convenience. This Agreement is for the convenience of the LHMPO and may be terminated without cause after receipt by Consultant of written notice by the LHMPO. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

11.2 For Cause. If either Party fails to perform any obligation under this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (a) provides written notice to the non-defaulting Party and (b) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by the LHMPO to the Consultant for the undisputed portion of its fee due as of the termination date.

11.3 Due to Work Stoppage. This Agreement may be terminated by the LHMPO upon thirty (30) days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the LHMPO to the Consultant for the undisputed portion of its

fee due as of the termination date.

11.4. Conflict of Interest. The Agreement may be cancelled in accordance with Arizona Revised Statutes (A.R.S.) § 38-511.

11.5 Gratuities. The LHMPO may, by written notice the Consultant, cancel this Agreement if it is found by the LHMPO that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent, or employee of the LHMPO for the purpose of securing this Agreement. In the event this Agreement is cancelled by the LHMPO under this subsection, the LHMPO shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

11.6 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the LHMPO Council or any LHMPO employee has any interest, financially or otherwise, in Consultant. For breach or violation of this warranty, LHMPO may terminate this Agreement without liability or at its discretion deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

11.7 Agreement Subject to Appropriation. The LHMPO is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the LHMPO's then current fiscal year. The LHMPO's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the LHMPO concerning budgeted purposes and appropriation of funds. Should the LHMPO elect not to appropriate and budget funds to pay its Agreement obligation, this Agreement shall be deemed terminated at the end of then-current fiscal term for which such funds were appropriated and budgeted for such purpose and the LHMPO shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the LHMPO has no obligation or duty of good faith to budget or appropriate the payment of the LHMPO's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. This LHMPO shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The LHMPO shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the LHMPO to make any payment under this Agreement is not a general obligation or indebtedness of the LHMPO. Consultant hereby waives any and all rights to bring any claim against the LHMPO from or related in any way to the LHMPO's termination of this Agreement under this subsection.

12. Miscellaneous.

12.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity as LHMPO and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the LHMPO. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the LHMPO. The LHMPO does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the LHMPO, shall determine the time of its performance of the Services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. LHMPO and Consultant do not intend to nor will they combine business operations under this Agreement.

12.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Mohave County, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall be in the U.S. District Court located in Phoenix, Arizona.

12.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (a) existing and future LHMPO and County ordinances and regulations, (b) existing and future State and Federal laws and (c) existing and future OSHA standards.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the LHMPO and the Consultant.

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

12.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the LHMPO, signed by the LHMPO Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

12.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other Party to furnish any of the material or services specified herein without the prior approval of the LHMPO. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the LHMPO of any existing or future right or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the LHMPO to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the LHMPO's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the LHMPO to insist upon the strict performance of this Agreement.

12.11 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All materials or services shall be free of all liens and, if the LHMPO requests, a formal release of all liens shall be delivered to the LHMPO.

12.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the LHMPO may offset from any money due to the Consultant any amounts Consultant owes to the LHMPO for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The LHMPO may offset from any money due to the Consultant any amounts Consultant owes to the LHMPO for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the Party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the LHMPO: LHMPO
900 London Bridge Road, Building B
Lake Havasu LHMPO, Arizona 86404
Attn: LHMPO Manager Vincent Gallegos
gallegosv@lhcaz.gov

If to Consultant: Kittelson & Associates, Inc.
40 N. Central Suite 1920
Phoenix, AZ 85004
Attn: Project Manager Phyllis Davis
pdavis@kittelson.com

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

12.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the LHMPO for the purpose of ensuring that information contained in its records or obtained from the LHMPO or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the LHMPO. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

12.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 12.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the LHMPO, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced below. To the extent necessary for the LHMPO to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the LHMPO shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the LHMPO to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the LHMPO with adequate and appropriate workspace so that the LHMPO can conduct audits in compliance with the provisions of this subsection. The LHMPO shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

12.17 E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the LHMPO. Consultant further verifies compliance with LHMPO Code Chapter 3.30 and agrees to provide proof of verification to the extent applicable.

12.18 Israel. If applicable, Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of goods and services from Israel, as defined in A.R.S. § 35-393.

12.19 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Scope of Work, any LHMPO-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

12.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the LHMPO. The LHMPO reserves the right to obtain like goods and services from another source when necessary.

12.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the LHMPO, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The LHMPO assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The LHMPO shall not be responsible for any disputes arising out of transactions made by others.

12.22. Section Headings. The headings of sections contained in this Agreement are provided for convenience only. They form no part of this Agreement and shall not affect its construction or interpretation. All references to sections or subsections refer to the corresponding sections and subsections of this Agreement. All words used herein shall be construed to be of such gender or number as the circumstances require. This "Agreement" means the Agreement and the Exhibits hereto as a whole and as the same may, from time-to-time hereafter, be amended, supplemented or modified. The words "herein," "hereby," "hereto," and words of similar import, refer to this Agreement as whole and not to any particular section, subsection, paragraph, clause or other subdivision hereof, unless otherwise specifically noted.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first

set forth above.

LAKE HAVASU MPO

CONSULTANT

BY: _____

Title: LHMPO Chairman

Date: _____

BY: _____

Title _____

Date _____

APPROVED AS TO FORM:

Attorney for LHMPO

BY: _____

EXHIBIT “A” – SCOPE OF WORK



Lake Havasu Metropolitan Planning Organization (LHMPO) Regional Transportation Plan (RTP)

Scope of Work

May 2020

Task 1: Project Management and Coordination

The CONSULTANT Project Manager, Phyllis Davis, will be your primary point of contact and will personally oversee quality assurance, study proceedings, and document preparation throughout the study.

- **Project Management Team (PMT).** A PMT, including key representatives from Lake Havasu Metropolitan Planning Organization (LHMPO), will be established. The PMT will meet once a month to review study progress, provide technical guidance, and assist with coordination and outreach efforts. Most PMT meetings will be conducted via Skype/phone. The CONSULTANT will maintain regular communication with the LHMPO project manager, provide a written status report and invoice on a monthly basis.
- **Project Kick-off and Refined Work Plan.** Following Notice to Proceed, the CONSULTANT will host a Project Kick-off Meeting with key representatives from LHMPO, Lake Havasu City, and Mohave County. The meeting will include discussion on:
 - Project expectations and goals
 - Local issues, potential challenges, and opportunities
 - Defining Regionally Significant Routes to serve as the study network
 - Confirmation of project scope and timeline
 - Potential stakeholders and outreach efforts
 - Schedule, budget, staffing, and QA/QC Plan

The Scope of Work will be revised to include feedback received from the kick-off meeting for final approval.

- **Project Management Plan.** The CONSULTANT will develop a Project Management Plan that will include a refined scope of work based on feedback from the kick-off meeting; a detailed schedule that will clearly outline key study milestones, meetings, and deliverables; staffing and communication plan; and a QA/QC plan.
- **Technical Working Group (TWG).** The TWG will provide input, oversight, and champion the goals and objectives of the study. The CONSULTANT will schedule and conduct progress meetings with the TWG during key milestones of the project. The TWG will be established with input from the PMT and is expected to include representatives from: LHMPO; Lake Havasu City; Mohave County; Western Arizona Council of Governments (WACOG); and Arizona Department of Transportation (ADOT). Meetings will be held in-person and/or via conference call. The CONSULTANT will lead the TWG meetings, including developing meeting materials.
- **Quality Assurance/Quality Control (QA/QC).** The CONSULTANT will submit monthly invoices and progress reports to LHMPO. Appropriate technical staff will check data accuracy in the Level 1 reviews; Vamshi Yellisetty will check for technical completeness and soundness of the analysis in the Level 2 reviews; and Phyllis Davis will check for contractual compliance during the Level 3 reviews.

Deliverables and Meetings: 12 PMT Meetings, 3 TWG Meetings, Project Management Plan, Kick-Off Meeting, Monthly Invoices, and Status Reports

Task 2: Update Existing 2040 Regional Transportation Plan

During this task, the CONSULTANT will collect readily available data and update the existing 2040 Regional Transportation Plan (RTP) to reflect these changes. Findings from this task will be used in Task 3 and 4 to inform and update the project selection process.

- **Federal and State Compliance Checklist.** The CONSULTANT will develop a Regulatory Framework Compliance Checklist outlining current state and federal RTP requirements. The checklist will be used to determine areas of the RTP that need to be refined to meet policies and requirements. The checklist will serve as a guide throughout the plan update to track compliance.
- **LHMPO 2040 Regional Transportation Plan Review.** The CONSULTANT will work with the TWG to review the 2040 RTP to determine:
 - Projects that moved forward, projects that no longer apply, and gaps within the RTP
 - Potential changes to Vision, Goals, and Objectives
 - Compliance to federal and state requirements
- **Update Socioeconomic Trends and Population Forecasts.** The CONSULTANT will review current and future population and employment forecasts. The CONSULTANT will also review and update the Title VI and regional demographic information as necessary.
- **State of the Transportation System.** Using the most current data, the CONSULTANT will update Chapter 3 to include updated:
 - Roadway characteristics
 - Functional classifications based on ADOT's functional classification update
 - Bridge and structure conditions
 - Pavement conditions
 - Travel conditions, including:
 - Traffic counts based on Streetlight data (if available) or through traffic count data collection. If Streetlight data is not available, the CONSULTANT will collect traffic counts at up to 10 key intersection or corridor locations.
 - **Travel Demand Model.** Using updated roadway characteristics, socioeconomic data, and traffic counts, the Travel Demand Model will be updated. The Travel Demand Model will be used to evaluate existing and future "no-build" traffic conditions.
 - **Existing and Future Traffic Conditions.** Using the model and other data, the CONSULTANT will assess systemwide traffic characteristics such as level of service and travel time reliability for existing and future conditions.
 - **Safety Assessment.** Building off safety assessments completed from the LHMPO Strategic Safety Plan and recent analysis by Greenlight Engineering, the CONSULTANT will evaluate corridors/intersections with potential safety concerns.
 - **Transit.** Findings and recommendations will be incorporated from the LHMPO Regional Transit Implementation Plan and the WACOG Human Services Transportation Coordination Plan.

- **Pedestrian and Bicycle Facilities.** Findings and recommendations from the *Bicycle Pedestrian Implementation Plan* will be incorporated.
- **Transportation Revenues.** The CONSULTANT will assess anticipated regional funding availability through 2045 to serve as a baseline for project development and programming in Task 3 and Task 4.
- **Technology Applications.** The CONSULTANT will review and assess the impact and application of potential technology on the regional transportation network. These technologies include, but are not limited to, adaptive signal control, ITS enhancements, connected and autonomous vehicles, microtransit, and micromobility.

Deliverables and Meetings: Draft RTP Chapters 1 to 3; TWG Meeting; Stakeholder Meeting

Task 3: Add New Information to the Regional Transportation Plan

Building on Task 2, the CONSULTANT will update the RTP to include additional information and chapters to address federal and state requirements and deficiencies in the RTP.

- **Aviation.** The CONSULTANT will incorporate information on airport facilities, conditions, existing and future operations, economic development opportunities, and transportation connections as well as future needs based on findings and recommendations from the Lake Havasu City Municipal Airport Master Plan.
- **Goods Movement.** The CONSULTANT will assess the SR 95 Corridor Study and the Arizona State Freight Plan, in addition to updated freight information, to determine existing conditions and to identify strategies to move goods efficiently and reliably through the region.
- **Federal and State Performance Measures and Targets.** The CONSULTANT will assess the overall performance and needs of the Regionally Significant Routes, and to meet state/federal standards, specific targets and measures will be identified, including: safety, pavement condition, bridge condition, congestion reduction, system performance and reliability, freight movement, and sustainability.
- **System Evaluation Report.** In relation to the performance measures and targets identified, the CONSULTANT will assess and document the condition and performance of the LHMPO's transportation system. Based on findings, the CONSULTANT will develop a full realm of potential improvement needs. The assessment will also include an evaluation of how historical investments relate to Preservation, Modernization, and Expansion investment categories, to help local officials understand how funds have historically been spent. Findings will be documented into a System Evaluation Report for LHMPO and the TWG to review.

Deliverables and Meetings: Draft RTP Chapter Updates; System Evaluation Report; TWG Meeting; Stakeholder Meeting

Task 4: Develop Project Nomination Form, Scoring and Prioritization Criteria, and Selection Process

Building on identified needs and opportunities from previous tasks, Task 4 will create a performance-based project evaluation, prioritization, and selection process for LHMPO.

- **Project Nomination Form.** Working with the TWG, the CONSULTANT will develop a standardized platform for agencies to recommend regional projects and to serve as a

preliminary screening process to differentiate regional and local projects. The Form will be developed in a user-friendly format and based on widely available data.

- **Project Prioritization.** The CONSULTANT will work with the LHMPO and TWG to develop a Project Scoring and Prioritization Matrix that provides a defensible approach to identifying projects with the highest regional benefit and to set a long-term regional funding hierarchy. The focus of this matrix is to quantify each project's performance benefit to the LHMPO regional network, as related to the performance elements assessed in Task 2 and 3. Scoring and Prioritization Matrix Criteria may include but are not limited to:
 - Project Benefit
 - Jurisdictional/Regional Equity
 - Alignment with Regional Objectives
 - Alignment with FHWA Targets
 - Alignment with Public Priority
 - Cost
- **Recommended Investment Plan.** Based upon the assessment of regional projects, a prioritized project portfolio for short-, mid- and long-term implementation periods will be established. This list of prioritized projects will maintain the plan's fiscal constraints as well as enable LHMPO to be best equipped to pursue additional project funding mechanisms, such as statewide HSIP and federal grant opportunities. The *System Evaluation Report* will be updated to reflect findings.

Deliverables and Meetings: *Project Nomination Form; Scoring and Prioritization Criteria Matrix; Project Selection Process; Updated System Evaluation Report*

Task 5: Public Involvement

To provide ample opportunities for residents to participate, the CONSULTANT will conduct a multi-phased community engagement plan.

- **Prior Stakeholder/Public Priorities.** As an initial step, the CONSULTANT will review the findings of previously completed studies to gain an understanding of the key issues, needs, and priorities of stakeholders and the public.
- **Public Outreach Plan.** The CONSULTANT will develop a public outreach plan to include an overview of all outreach activities for the plan. The Plan will include methods to inform, consult, involve, collaborate, and empower the public, including participation in Coffee with the Major, hosting LHMPO's own Tuesday's Transportation Talk, media outreach, and community agency partnerships.
- **Digital Engagement.** The CONSULTANT will use online survey and mapping tools (such as MetroQuest and SurveyMonkey) to collect feedback and comments from the public on: location of transportation issues and needs; long-term, regional transportation vision; funding priorities; and feedback on the recommended improvement plan.
- **Stakeholder Workshops.** The CONSULTANT will conduct a two-phased stakeholder engagement process that includes interactive workshops and surveys to understand the unique needs of local businesses, schools, public service agencies, community organizations, and city/county staff.

- **Public Informational Meeting.** A Public Open House meeting will be held to provide an opportunity for members of the public to review draft recommendations and to provide comments on the Draft RTP.
- **Presentations.** The CONSULTANT will prepare and conduct informational presentations to the LHMPPO Executive Board, Lake Havasu City Council, and the Mohave County Board of Supervisors.

Deliverables and Meetings: Public Involvement Plan; Online Surveys; 3 Elected Official Presentations; 2 Stakeholder Meetings; 2 Public Open Houses/Workshops

Task 6: Final 2045 Regional Transportation Plan

Working papers from previous tasks will be compiled to generate the Draft LHMPPO 2045 RTP, including a full list of projects, the long-term plan, and the implementation plan. Draft report revisions and comments received from the TWG will be incorporated into the Final Report and Executive Summary. The final deliverable will include 12 hard copies each of the Final Report and Executive Summary.

Deliverables and Meetings: Executive Summary; Final Report; All pertinent GIS and other files

SCHEDULE

Figure below illustrates the overall project schedule.

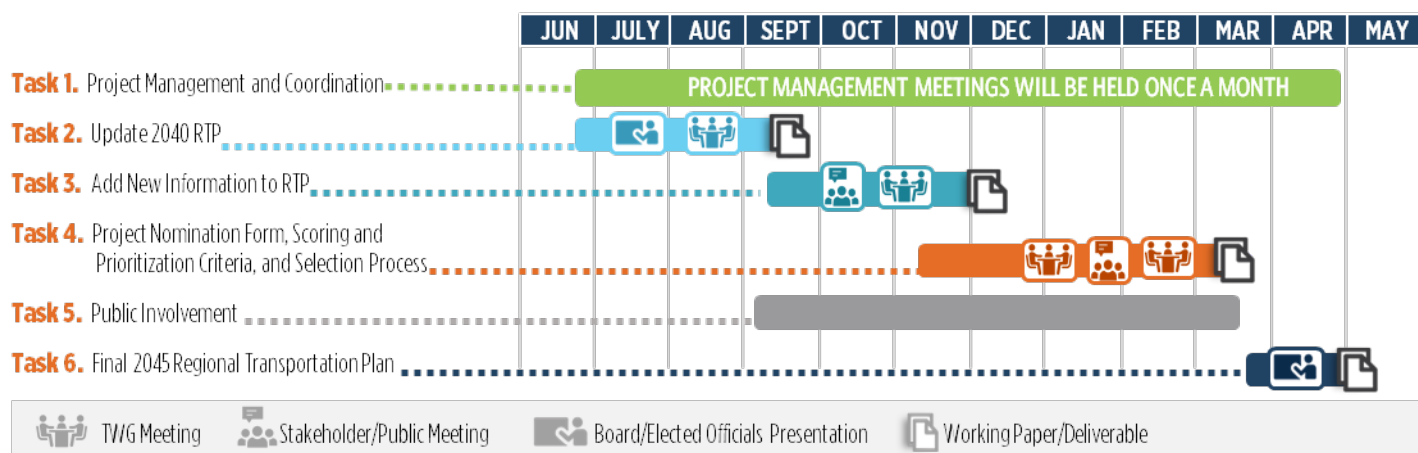


EXHIBIT “B” – FEE SCHEDULE

Name	Role	Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total Hours	Cost
Kittelson & Associates										
Phyllis Davis	Project Manager	\$188.43	24	16	18	16	24	8	106	\$19,973.58
Vamshi Yellisetty	Planning Lead	\$251.60	4	12	10	8	0	0	34	\$8,554.40
Felipe Ladron de Guevara	Traffic Lead	\$188.53	0	12	16	0	0	0	28	\$5,278.84
Andrew McIntyre	Planner	\$110.94	0	48	60	24	48	32	212	\$23,519.28
Joel Amarillas	Analyst	\$120.90	0	28	48	0	20	0	96	\$11,606.40
Katie Ayer	Outreach/Graphics	\$89.51	0	16	16	0	60	32	124	\$11,099.24
Labor Subtotal			28	132	168	48	152	72	600	\$80,031.74
<i>Mileage (@\$0.575/mile)</i>									<i>2340 Miles</i>	<i>\$1,345.50</i>
<i>Lodging and Meals</i>									<i>3 Nights for 2 People</i>	<i>\$600.00</i>
<i>Printing and Direct Expenses</i>										<i>\$400.00</i>
AECOM										
Kate Bondy	Senior Planner	\$186.00	0	0	16	20	0	0	36	\$6,696.00
Dillon Kennedy	Prioritization Lead	\$99.00	0	0	40	129	8	8	185	\$18,315.00
Labor Subtotal			0	0	56	149	8	8	221	\$25,011.00
<i>Mileage (@\$0.575/mile)</i>									<i>780 Miles</i>	<i>\$448.50</i>
<i>Lodging and Meals</i>									<i>2 Nights for 1 Person</i>	<i>\$200.00</i>
Greenlight Traffic Engineering										
Mike Blankenship	Safety Lead	\$205.00	0	20	6	0	0	0	26	\$5,330.00
Alyssa Whitten	Analyst	\$105.00	0	30	18	0	0	0	48	\$5,040.00
Labor Subtotal			0	50	24	0	0	0	74	\$10,370.00
TRA							Traffic Count Data Collect at 10 Sites			\$4,085.49
Total			28	182	248	197	160	80	895	\$122,492.23

* Additional staff may be used within specified staff levels

EXHIBIT "C"- INSURANCE REQUIREMENTS

A. Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

B. The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The LHMPO in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Agreement by the Consultant, its agents, representatives, employees or subcontractors, and Consultant is free to purchase additional insurance.

C. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- a. General Aggregate \$2,000,000
- b. Products – Completed Operations Aggregate \$1,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Contractual Liability for insured contracts – Written \$1,000,000
- e. Damage to Rented Premises \$ 50,000
- f. Each Occurrence \$1,000,000

i. The policy shall be endorsed, as required by this written agreement, to include the following additional insured language: ***“Lake Havasu Metropolitan Planning Organization, its board, officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant.”***

ii. Policy shall contain a waiver of subrogation, as required by this written agreement, in favor of LHMPO, its board, officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Consultant.

iii. Completed operations coverage shall remain effective for at least two years following expiration of Agreement.

2. Business Automobile Liability

- a. Bodily Injury and Property Damage for any owned, hired, and/or nonowned

vehicles used in the performance of this Agreement.

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

i. The policy shall be endorsed to include the following additional insured language: "Lake Havasu Metropolitan Planning Organization, its board, officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant, involving automobiles owned, leased, hired or borrowed by the Consultant."

ii. Policy shall contain a waiver of subrogation against LHMPO, its board, officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Consultant.

3. Workers' Compensation and Employers' Liability

a. Workers' Compensation - Statutory

b. Employers' Liability

Each Accident \$1,000.000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

i. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Lake Havasu Metropolitan Planning Organization, its board, officers, officials, agents, volunteers, and employees for losses arising from work performed by or on behalf of the Consultant.

ii. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

a. Each Claim \$1,000,000

b. Annual Aggregate \$2,000,000

i. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

ii. The policy shall cover professional misconduct, negligent acts, or lack of ordinary skill for those positions defined in the Scope of Work of this Agreement.

D. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies, with the exception of Workers' Compensation and Professional Liability, shall include, or be endorsed to include, the following provisions:

1. Lake Havasu Metropolitan Planning Organization, its board, officers, officials, agents, volunteers, and employees wherever additional insured status is required.
2. The Consultant's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

E. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice to the LHMPO and shall be sent by certified mail, return receipt requested.

F. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The LHMPO in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:**

1. Consultant shall furnish LHMPO with certificates of insurance as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
2. All certificates and endorsements are to be received and approved by LHMPO at least ten (10) days before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
3. All certificates required by this Agreement shall be sent directly to the LHMPO. The Project/contract number and Project description shall be noted on the certificate of insurance. LHMPO reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

H. **SUBCONTRACTORS:** Consultant's certificate(s) shall include all subcontractors as insureds under its policies **or** Consultant shall furnish to the LHMPO separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Agreement shall be made by the contracting agency in consultation with Risk Management. Such action will not require a formal contract amendment, but may be made by administrative action.

EXHIBIT “D”- PROFESSIONAL SERVICES DBE SPECIAL PROVISIONS
-RACE NEUTRAL
(PROJECT SPECIFIC - CONTRACTS)

[ATTACHED]

**EXHIBIT "E"- APPENDIX A OF THE LAKE HAVASU
METROPOLITAN PLANNING ORGANIZATION 2020 TITLE VI PLAN.
Appendix A – Contractor**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration or the Arizona Department of Transportation*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the *Federal Highway Administration or Arizona Department of Transportation* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract

sanctions as it or the *Federal Highway Administration or Arizona Department of Transportation*, may determine to be appropriate, including, but not limited to:

- a) withholding payments to the contractor under the contract until the contractor complies; and/or
 - b) cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient, the *Federal Highway Administration, or Arizona Department of Transportation* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**EXHIBIT “F”- APPENDIX E OF THE LAKE HAVASU
METROPOLITAN PLANNING ORGANIZATION 2020 TITLE VI PLAN**

Appendix E – Performance of Contract

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

**EXHIBIT “G”- PROMPT PAY AND
PAYMENT REPORTING PROVISIONS**

Construction and Professional Services/Design Contracts

**** FOR USE ON LPA FEDERAL AID PROJECTS ****

[Attached]

PROFESSIONAL SERVICES DBE SPECIAL PROVISIONS – RACE NEUTRAL

FOR USE ON FEDERAL AID PROJECTS WITHOUT DBE GOALS

(PROJECT-SPECIFIC CONTRACTS)

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DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

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

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

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

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined in Subsection 3.0, in USDOT-assisted contracts. The Department encourages consultants to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The consultant, subrecipient, or subconsultant shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages;
4. Disqualifying the consultant from submitting SOQs, or any other forms of proposals, as non-responsible;
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

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

3.0 Definitions:

- (A) **Commercially Useful Function (CUF):** Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.
- (B) **Disadvantaged Business Enterprise (DBE):** a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
 - (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- (C) **NAICS Code:** The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
- (D) **Non-DBE:** any firm that is not a DBE.
- (E) **Race-Conscious (RC):** a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.
- (F) **Race-Neutral (RN):** a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.
- (G) **Small Business Concern (SBC):** a business that meets all of the following conditions:
- (1) Operates as a for-profit business registered to do business in Arizona;
 - (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;
 - (3) Is independently owned and operated;
 - (4) Is not dominant in its field on a national basis; and
 - (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.
- (H) **Socially and Economically Disadvantaged Individuals:** any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:
- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
 - (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

- (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) "Women;"
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

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

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

4.01 Mentor-Protégé Program

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

The Mentor-Protégé program is intended to increase legitimate DBE activities and is not intended to diminish nor circumvent existing DBE rules or regulations.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

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

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

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

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

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

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

6.02 SBC Registration:

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

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

SBCs can register online at the AZ UTRACS website.

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

7.0 DBE Financial Institutions:

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

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

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

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

10.0 Consultant and Subconsultant Requirements:

10.01 General:

The consultant shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

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

10.02 DBE Liaison:

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

11.0 DBE Goal:

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

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

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

Prime consultants and all subconsultants, including DBEs listed in the SOQ must be registered in AZUTRACS. Proposers may verify that their firm and each subconsultant is registered using the AZUTRACS website.

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

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

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

FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST CONFIRMATION EMAIL WITH THE COST PROPOSAL BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED AND AS OUTLINED IN THE RFQ SHALL BE CAUSE FOR THE PROPOSER'S COST PROPOSAL TO BE REJECTED.

13.0 Payment Reporting:

The consultant shall report on a monthly basis indicating the amounts paid to all subconsultants of all tiers, working on the project. Reporting shall be in accordance with Section 4.33 of the contract.

Section 4.33 reads:

4.33 SUBCONTRACTS

a. *Sub-Contract Terms:*

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

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

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

b. *Sub-Contract Payments*

1. *Retention: If the prime contract does not provide for retention, the consultant and each subconsultant of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime consultant and each subconsultant of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subconsultant within 7 days of satisfactory completion of the work performed by the subconsultant.*
2. *No Set-offs Arising from Other Contracts: If a subconsultant is performing work on multiple contracts for the same consultant or subconsultant of any tier, the consultant or subconsultant of any tier shall not withhold or reduce payment from its subconsultants on the contract because of disputes or claims on another contract.*
3. *Partial Payment: The consultant and each subconsultant of any tier shall make prompt partial payments to its subconsultants within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.*
4. *Final Payment: The consultant and each subconsultant of any tier shall make prompt final payment to each of its subconsultants. The consultant and each subconsultant of any tier shall pay all monies, including retention, due to its subconsultant within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.*
5. *Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the consultant and any contract of any tier with a DBE material or service supplier.*

The requirements of this subsection apply to all Reportable Contracts.

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

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

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

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

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

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

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

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

(a) Sanctions for Inadequate Reporting:

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

6. *Completion of Work: A subconsultant's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.*
7. *Disputes: If disputes arise regarding payment of subconsultants, the consultant shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:*
 - *The consultant does not pay the full amount of any invoice from a subconsultant within seven days of receipt of a progress payment from the Department, or*
 - *The monthly estimate does not include all work claimed by a subconsultant to have been performed.*

The Department will determine whether the consultant has acted in good faith concerning any such explanations. The Department reserves the right to request and

receive documents from the consultant and all subconsultants of any tier, in order to determine whether prompt payment requirements were met. The consultant shall implement and use the dispute resolution process outlined in the subcontract, as described in Section 4.09 of this contract, to resolve payment disputes.

8. *Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:*
- *Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.*
 - (i) *The Department will withhold two times the disputed dollar amount not paid to each subconsultant.*
 - (ii) *If full payment is made within 30 days of the Department's payment to the consultant, the amount withheld by the Department will be released.*
 - (iii) *If full payment is made after 30 days of the Department's payment to the consultant, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.*
 - *Additional Remedies: If the consultant fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the consultant fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:*
 - (i) *Withhold monthly progress payments until the issue is resolved and full payment has been made to all subconsultants and vendors subject to the requirements outlined under "Liquidated Damages" above,*
 - (ii) *Terminate the contract for default in accordance with Section 4.18 of this Contract, and/or*
 - (iii) *Disqualify the consultant from future bidding temporarily or permanently, depending on the number and severity of violation.*
 - (iv) *Reflect the consultant's performance in submitting payment reports and making subconsultant payments in the consultants Annual and Contract Completion Performance Evaluation.*

14.0 Crediting DBE Participation:

14.01 General Requirements:

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

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

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

The consultant bears the responsibility to determine whether the DBE possesses the proper consultant's license(s) to perform the work and, if DBE credit is requested, that the DBE subconsultant is certified for the requested type of work.

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

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

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

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

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

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

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

14.02 Effect of Loss of DBE Eligibility:

If a DBE is deemed ineligible (decertified) or suspended by the Department in accordance with 49 CFR 26.87 and 26.88, the DBE may not be considered to count toward DBE participation on a new contract, but may be considered to count toward DBE participation under a subcontract that was executed before the DBE suspension or decertification is effective.

When a DBE firm or a DBE prime consultant loses its DBE eligibility and a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation.

When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the consultant may continue to use the firm on the contract and may continue to receive DBE participation credit for the firm's work.

14.03 Notifying the Consultant of DBE Certification Status:

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

14.04 Police Officers:

DBE credit will not be permitted for procuring DPS officers. For projects on which officers from other agencies are supplied, DBE credit will be given only for the broker fees charged, and will not include amounts paid to the officers. The broker fees must be reasonable.

14.05 Commercially Useful Function:

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

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

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

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

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

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

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

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

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subconsultant Compliance Assurances available on BECO website and all of the Uniform Terms and Conditions set forth in this contract.

Consultants executing agreements with subconsultants, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the deemed appropriate as outlined in DBE Subsection 2.0.

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

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

The Consultant shall provide electronic copies of subcontract agreements with all Subconsultants by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in the Contract. Each agreement and required attachment shall be dated and signed by the Subconsultant in order for the subcontract to be considered valid.

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

16.0 Certification of Final DBE Payments:

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

ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Consultant and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the consultant acknowledges that the information is supplied in order to justify the payment of state and federal funds to the consultant.

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

17.0 False, Fraudulent, or Dishonest Conduct:

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

CONSTRUCTION AND PROFESSIONAL SERVICES/DESIGN CONTRACTS PROMPT PAY AND PAYMENT REPORTING PROVISIONS

**** FOR USE ON LPA FEDERAL AID PROJECTS ****

(09/20/2016)

MEASUREMENTS AND PAYMENT:

Partial Payments:

If satisfactory progress is being made, the contractor will receive a payment based on the amount of work completed. Progress payments may be made by the LPA/ Subrecipient Procurement Office to the contractor on the basis of an approved estimate of the work performed during a preceding period of time. The progress payments shall be paid on or before 14 days after the estimate of the work is approved. The estimate of the work shall be deemed received by the LPA/Subrecipient Procurement Office on submission to the person designated by the LPA/Subrecipient Procurement Office for the submission, review or approval of the estimate of the work. The LPA/Subrecipient Procurement Office by mutual agreement may make progress payments on contracts of less than 90 days and shall make monthly progress payments on all other contracts. Payment to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the contract may include payment for material and equipment.

An estimate of the work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the LPA/Subrecipient Procurement Office or Designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the contract. The contractor shall work with the LPA/Subrecipient or the LPA/Subrecipient Designee to finalize monthly estimate. The progress payments shall be paid on or before 14 days after the estimate of the work is certified and approved in accordance with Arizona Revised Statutes Section 34-221.

The contractor shall pay to the contractor's subcontractors or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven days of receipt of each progress payment the respective amounts allowed the contractor or subcontractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest, except that no contract for construction services may materially alter the rights of any contractor, subcontractor or material supplier to receive prompt and timely payment.

A subcontractor may notify the LPA/Subrecipient Procurement Office in writing requesting that the subcontractor be notified by the Subrecipient Procurement Office in writing within five days from payment of each progress payment made to the contractor.

Subcontractor Payments:

(1) Retention:

If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the LPA/Subrecipient may retain under the prime contract.

(2) No Set-offs Arising from Other Contracts:

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

(3) Partial Payment:

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the LPA/Subrecipient Procurement Office. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(4) Final Payment:

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 34-221, the parties may not agree otherwise.

(5) Payment Reporting:

For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any tier with a DBE material supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the LPA DBE System which can be accessed at AZ UTRACS on the Arizona Transportation Business Portal at www.azutracs.com. No later than fifteen calendar days after the preconstruction conference, the contractor shall log into the system and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter the subcontractor information in the LPA DBE System. Reportable contracts information shall be entered into

the system no later than five calendar days after approval by the LPA/Subrecipient Procurement Office.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the last day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the LPA DBE System.

In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract within 15 days of receipt of electronic payment notification and the contractor shall actively monitor the system to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the system between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract payment activity is in the LPA DBE System. This includes all lower-tier Reportable Contracts.

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

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

(a) Sanctions for Inadequate Reporting:

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

(6) Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the LPA/Subrecipient Procurement Office.

(7) Disputes:

If there is a discrepancy between what is reported by the contractor in the LPA DBE System and what the subcontractor indicates, an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the LPA DBE System. It is the contractor's responsibility to ensure that the email address in the system is kept current.

The contractor shall provide a verifiable explanation of the discrepancy in the LPA DBE System as early as practicable but in no case later than seven days after the date of the alert email.

The LPA/Subrecipient will determine whether the contractor has acted in good faith concerning any such explanations. The LPA/Subrecipient and ADOT BECO reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements are met.

The contractor shall implement and use the dispute resolution process outlined in the subcontract or by following the LPA/Subrecipient escalation process, to resolve payment disputes.

(8) Non-compliance:

Failure to make prompt partial payment, or prompt final payment including any retention, within the time frames established above, will result in remedies, as the LPA/Subrecipient Procurement Office deems appropriate, which may include but are not limited to:

- (a) **Liquidated Damages:** These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.
 - (i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.
 - (iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as liquidated damages.
- (b) **Additional Remedies.** If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one

project, or if the contractor fails to make prompt payment on two or more projects within 24 months, the LPA/Subrecipient Procurement Office may, in addition, invoke the following remedies:

- (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors, subject to the liquidated damages described in paragraph (a) above,
- (ii) Terminate the contract for default,
- (iii) Disqualify the contractor from future bidding, temporarily or permanently, depending on the number and severity of violations, if applicable.

In determining whether liquidated damages will be assessed, the extent of the liquidated damages, or additional remedies assessed, the LPA/Subrecipient will consider whether there have been other violations on this or other federal-aid contracts, whether the failure to make prompt payment was due to circumstances beyond the contractor's control, and other circumstances. The contractor may, within 15 calendar days of receipt of the decision of the LPA/Subrecipient, escalate the decision according to the contract's escalation process.

**LAKE HAVASU MPO
REQUEST FOR ACTION
JUNE 9, 2020**

SUBJECT: Transit Implementation / CARES Act Update (Information Only)

SUBMITTED BY: Vinny Gallegos, LHMPO Director

AGENDA TYPE: Discussion Only

ATTACHMENTS:

No Attachments

SUMMARY/BACKGROUND:

Areas with a population between 50,000 – 200,000 are considered urbanized and are provided with funds to support transportation and transit related activities through the federal transportation bill.

In Arizona, these are the seven (7) urbanized areas:

<u>Urbanized Area</u>	<u>FTA Direct Recipient Status</u>	<u>Annual Apportionment</u>	<u>CARES Act</u>
Avondale – Goodyear	FTA Direct Recipient	\$3,321,087	\$9,620,003
Casa Grande	Not Yet – FTA Direct Recipient	\$908,108	\$2,572,245
Flagstaff	FTA Direct Recipient	\$2,555,042	\$7,202,736
Lake Havasu	“New” FTA Direct Recipient	\$822,311	\$2,329,937
Prescott-Prescott Valley	Not Yet – FTA Direct Recipient	\$1,268,159	\$3,592,646
Sierra Vista	FTA Direct Recipient	\$792,557	\$2,245,873
Yuma	FTA Direct Recipient	\$2,877,033	\$8,136,964

Each of these urbanized areas are authorized by the Governor with an MPO to steward federal resources through federal, state, and local processes

Each MPO has the authority, requirement, and technical capacity to appropriately administer / manage federal funds in a regional effort.

LHMPO Completed the transit implementation plan in January of 2020, which was essential for Lake Havasu City (LHC) to become a direct recipient of federal transit funds.

The LHMPO works directly with its federal and state partners to ensure compliance and leverage all available resources. Key federal and state partners include the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Arizona Department of Transportation (ADOT), Council of Governments (COGs), and Metropolitan Planning Organizations (MPOs).

The LHMPO is apportioned \$25,000 a year from the FTA to perform the task of transit related planning.

Agenda Item # 8.2

LHC as the “newly” designated “direct” recipient of FTA dollars for annual urbanized transit funds for economic recovery (CARES Act) will now need to ensure similar federal compliance to what the MPO is currently performing with federal funds.

Urbanized areas in the United States and Arizona have various models at it relates to the roles and responsibilities of the MPO, local public agencies, and / or transit related services as it relates to transit planning and implementation. Some MPOs have a more active leadership role and others have some hybrid blend with the use of FTA funds.

Sun Corridor MPO (Casa Grande) and Central Yavapai MPO (Prescott / Prescott Valley) have met with the LHMPO to express their need for an authorized direct recipient urbanized area to partner with to be able to access and utilize their apportioned federal transit funds. They both can choose any of the existing five (5) urbanized areas to work with which now includes Lake Havasu.

The partnership would require various responsibilities to properly administer and manage FTA funds, which the direct recipient would already be required to do for their own region. As the direct recipient, an administrative fee may be assessed by the direct recipient. The fee typically is around 10% - 20% of the funds being administered. For example, if Casa Grande requested Lake Havasu to administer \$500,000 then an administrative fee could be between \$50,000 - \$100,000, which could be applied to staffing administering these funds.

Additionally, as the direct recipient (Lake Havasu) applying on behalf of Casa Grande, the remaining unused apportionment may default to the direct recipient. As an example, if Casa Grande were only wanting to draw down \$500,000 of their \$2,600,000, then the remaining \$2,100,000 may default and remain in the direct recipient's urbanized region for transit related projects and services.

This discussion should focus on the possible roles of the MPO as it supports transit related projects and funding. As referenced above there are many models as to the role and level of responsibility / involvement the MPO may seek out to support the region such as staff, technical capacity, funding, etc. Staff is continuing to review options that would promote greater efficiencies and leveraging resources in the partnership between the LHMPO and LHC.

ACTION OPTION:

Discussion Only

OR

RECOMMENDATION:

**LAKE HAVASU MPO
REQUEST FOR ACTION
JUNE 9, 2020**

SUBJECT: Rural Transportation Advocacy Council (Information Only)

SUBMITTED BY: Vinny Gallegos, LHMPO Director

AGENDA TYPE: Discussion Only

ATTACHMENTS:

No Attachments

SUMMARY/BACKGROUND:

State and Federal Legislative update from Kevin Adams with Rural Transportation Advocacy Council(RTAC).

ACTION OPTION:

Discussion Only

OR

RECOMMENDATION: