A13-03001

\$89,100.00



Contract Routing Control Sheet Field Operations

Contact: Susan Crotts Phone: 4389

Expense Contract

Tracking#:	7074	Date Submitted:	11/4/2013	Date Needed:	11/15/2013		
C	2012 10012	Date Started:	10/1/2013	Est End Date:	J. C C. E C . C		
Contract#: Coliseum#:	2013-10013	Change Order#: NCDOT#:		Lease#: Resolution#:		Bid#	
Requisition#:	50122	NCDOT#.	En	nail For Pickup:		Rush	The state of the s
Description:	Landfill Air	Quality Monitoring and	d Complianc	e Services			and the second
Comments:	Amount to er	ncumber is estimated	-	1			- 12
Vendor:	Stearns Conr	ad&Schmidt Cons En		_	Account #	CBR	Amount
Vendor#:	34158			551	-4306-04.541	3	\$89,100.00
Location:						Total:	\$89,100.00

DBA SCS Engineers PC 3900 Kilroy Airport Way

Suite 100

Long Beach, CA 90806

5	Signatu	ires	
V	Dept Director	Reviewed By:	Date: 11-12-13
\checkmark	Finance	Reviewed By:	Date: 11-12-13 Date RECEIVED NOV 1 2 2013
\checkmark	Accounting	Reviewed By:	Date: 11-13-13
\checkmark	Attorney	Reviewed By:	Date: 12-7-13
\checkmark	City Manager	Reviewed By:	Date: 12-3-13
	Mayor	Reviewed By:	Date:
\checkmark	City Clerk	Attested By:	Date: 12/3//3
	Purchasing	Reviewed By:	Date:
\checkmark	CCD	Reviewed By: Lusan E. Cwtts	Date: // 17//3
	Please	call Susm Crotts to pick up	268-6456,
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RESOLUTION AUTHORIZING CONTRACT BETWEEN THE CITY OF GREENSBORO AND SCS ENGINEERS, PC, FOR WHITE STREET LANDFILL AIR QUALITY SERVICES PROJECT

WHEREAS, the Greensboro Field Operations Department manages the White Street Landfill in accordance with the assistance of professional engineering consultants which may require related air quality system design work; and

WHEREAS, air quality compliance requires extensive daily, monthly, quarterly and annual monitoring, recordkeeping and reporting tasks that are completed by City staff; these requirements are supported with consulting services through a landfill air quality service contract; and

WHEREAS, following a competitive Request for Qualifications Based Proposals, SCS Engineers, PC, was selected as the firm recommended for award; and

WHEREAS, the annual cost for contracted air quality monitoring services equals approximately \$100,000.00 annually; and

WHEREAS, the contract is for a five-year contract with an estimated total value of \$500,000.00; and

WHEREAS, the contracted landfill air quality services shall be funded from the Landfill Compliance Fund.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO: That the Greensboro City Council authorizes the Field Operation Department to enter into an agreement with SCS Engineers, PC, for Landfill Air Quality Monitoring Services.

THE FOREGOING RESOLUTION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO ON THE 15TH DAY OF OCTOBER, 2013.

CITY CLEDIC

APPROVED AS TO FORM

City of Greensboro North Carolina

Financial and Administrative Services

MASTER AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

This agreement, made and entered into this the 1st day of October, 2013, by and between the CITY of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the *CITY*) and the firm, SCS Engineers, PC, a Professional Corporation, with office located at 2520 Whitehall Park Drive, Suite 450 Charlotte, NC 28273, (hereafter referred to as *SCS Engineers*).

WITNESSETH:

The CITY has requested proposals from qualified firms to provide professional engineering design and consulting services; and

SCS Engineers has demonstrated prior experience and performance in providing such services and has submitted a proposal to provide such services in accordance with the following exhibits and attachments, which are attached and incorporated herein:

Exhibit 1:

CITY's Request for Qualification Based Proposals (including Master Service Agreement

Template)

Exhibit 2:

ENGINEER's Qualification Based Proposal to Provide Services

Attachment D:

Minority and Women Business Enterprise Appendix Forms (to be submitted by

Contractor)

Exhibit 3:

Detailed Scope of Services (initial Task Order)

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

PART I - PROJECT SPECIFIC CONDITIONS

SECTION 1 - BASIC SERVICES

1.1 Description of Basic Services

- 1.1.1 ENGINEER's basic services and responsibilities are described as follows and are further defined in Exhibit 3, "Detailed Scope of Services," which is made part of this Agreement as if fully set forth herein.
- 1.1.2 ENGINEER shall provide professional services to CITY as hereinafter provided. These services will include providing professional engineering consultation and advice and furnishing civil, structural, mechanical, electrical, process, chemical, solid waste planning, and environmental engineering services and related engineering services incidental thereto.

SECTION 2 - CITY RESPONSIBILITIES

So as not to delay the services of ENGINEER, CITY shall do the following in a timely manner:

2.1 Provide Existing Data

Provide to ENGINEER existing data, plans, reports and other information known to, in possession of, or under control of CITY, which are relevant to the execution of ENGINEER's duties. Also, provide all criteria and full information as to CITY's requirements for the PROJECT, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations and furnish copies of all design and construction standards, which CITY will require to be included in the drawings and specifications.

2.2 Provide Access

Arrange for access to, and make all provisions for, ENGINEER or ENGINEER's Subconsultants to enter upon public and private property as required for ENGINEER and ENGINEER's Subconsultants to perform services under this Agreement.

2.3 Examine Documents

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER; obtain advice of an attorney, insurance counselor and other ENGINEERs as CITY deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time, so as not to delay the services of ENGINEER.

2.4 Provide Prompt Notice

Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any condition that affects the scope or timing of the ENGINEER's services, or any defect or nonconformance in the Work of any Contractor.

2.5 Approvals and Decisions

At no cost to ENGINEER, provide the above data and services and shall render approvals and decisions as is necessary for the orderly progress of ENGINEER's services. ENGINEER shall be entitled to rely upon the accuracy and completeness of all information and services provided by CITY or at CITY's direction.

SECTION 3 - PERIODS OF SERVICE

3.1 General

The rates of compensation for ENGINEER's services provided for in this Agreement have been arrived at in anticipation of the orderly and continuous progress and completion of the services contained herein. ENGINEER's obligation to render services hereunder will extend for a period, which may reasonably be required for the performance of ENGINEER's services and any required extensions thereto.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

3.2 Terms of Agreement

The term of the Agreement will be for a period of five years.

SECTION 4 - PAYMENTS TO ENGINEER

4.1 Payment Terms Defined

4.1.1 Per Diem

Per Diem shall mean an hourly rate including direct labor cost, overhead, profit plus customary and statutory benefits to be paid to ENGINEER as total compensation for each hour an employee of ENGINEER works on a designated Per Diem Work Order. Hourly rates for various categories of service will be negotiated and specified in accordance with the specific scope of work for each per diem work order. Reimbursable expenses will be paid in addition to ENGINEER's per diem compensation.

4.1.2 Reimbursable Expenses

Reimbursable Expenses shall mean the actual expenses incurred directly or indirectly in connection with the PROJECT, including, but not limited to Subconsultant or Subcontractor costs, transportation and subsistence incidental thereto, obtaining bids or proposals from Contractor(s), providing and maintaining field office facilities, including furnishings and utilities, subsistence and transportation of Resident Project Representatives and their assistants, toll telephone calls, express mail and telegrams, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required under Section 1, and, if authorized in advance by the CITY, overtime work requiring higher than regular rates. In addition, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques. Reimbursable Expenses will include a 10 percent markup over ENGINEER's cost.

4.1.3 Lump Sum

Lump Sum shall mean a fixed amount agreed upon in advance, subject to mutually agreed-to modifications and amendments, for services rendered.

4.2 Intervals of Payments

Payments to ENGINEER for Basic and Additional Services rendered and Reimbursable Expenses incurred shall be made once every month by CITY. ENGINEER's invoices will be submitted once every month as described in Exhibit 3, and will be based upon total services completed at the time of invoice. CITY shall promptly pay ENGINEER's invoices.

4.3 Other Provisions Concerning Payments

- 4.3.1 If CITY fails to make any payment due ENGINEER for services and expenses within 45 days after receipt of ENGINEER's statement, the amounts due ENGINEER will be increased at the rate of 1-½ percent per month from date of invoice, and in addition, ENGINEER may, after giving seven days' written notice to CITY, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.
- 4.3.2 If the PROJECT is suspended or abandoned in whole or in part for more than 30 days, ENGINEER shall be compensated for all services performed prior to receipt of written notice from the CITY of such suspension or abandonment, together with Reimbursable Expenses then due.

4.4 Basis and Amount of Compensation for Basic Services

- 4.4.1 Compensation shall be either on a Per Diem with a Not-to-Exceed Sum or Lump Sum basis, as defined in the Scope of Services of each Work Order.
- 4.4.2 Reimbursable Expenses incurred in connection with such services shall be in addition to the foregoing compensation.
- 4.4.3 ENGINEER is not obligated to continue performance hereunder or to otherwise incur costs in excess of the total estimated fee or maximum cited above as Per Diem compensation for all or part of the PROJECT, unless and until CITY has notified ENGINEER in writing that such estimated fee or maximum has been increased and specifying the estimated fee then allocated or the maximum for the Services to be covered by the Per Diem Compensation.

4.5 Basis and Amount of Compensation for Additional Services

Compensation for Additional Services shall be on the basis of Per Diem or Lump Sum to be agreed upon at time of request for Additional Services. An estimate of the fee for Additional Services will be made at the time the Additional Services are requested.

SECTION 5 - CONSTRUCTION COST AND OPINIONS OF COST

5.1 Opinions of Probable Construction Cost

5.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER's Opinions of Probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment performed in a manner consistent with that level of care and skill ordinarily exercised by other professional ENGINEERs under similar circumstances who are familiar with the construction industry. Therefore, ENGINEER cannot and does not guarantee that proposals or actual or construction costs will not vary from Opinions of Probable Costs prepared by ENGINEER.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Standard of Care

The ENGINEER shall exercise a customary degree of care and diligence in performing engineering services under this Agreement. The ENGINEER shall render services under this Agreement in accordance with the customary professional standards prevailing in North Carolina.

6.2 Reuse of Documents

- 6.2.1 All documents, including drawings and specifications prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service and CITY shall retain an ownership and property interest. CITY may provide copies to the public, however, such documents are not intended or represented to be suitable for reuse by CITY beyond the scope of Appendix A. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER, and CITY shall defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation may entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER. Nothing contained in this Agreement shall be construed to give any rights or benefits under this Agreement to any third parties.
- 6.2.2 ENGINEER shall be responsible for professional quality, technical accuracy, and coordination of all documents with CITY and CITY partners when deemed appropriate. ENGINEER agrees to provide progress reports at intervals established by CITY and maintain data at ENGINEER's office, as well as at the landfill compliance office. All plans, documents, reports, or data prepared for the CITY by ENGINEER or by a subconsultant to ENGINEER shall be endorsed by ENGINEER prior to submission to CITY as a final document.

6.3 ENGINEER's Liability

ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the final designs, drawings, specifications and other services ENGINEER performs hereunder.

6.4 Insurance Coverage

6.4.1 Commercial Insurance Requirements

ENGINEER shall have and maintain, during the period of this Agreement, Worker's Compensation and Employer's Liability Insurance with a company or companies authorized to do business in the State of North Carolina, as required by law of any employer. ENGINEER shall also provide and maintain in full force and effect during the time of this Agreement, insurance as follows:

Worker's Compensation

Consultant shall maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Commercial General Liability

Consultant shall maintain minimum limits of \$1,000,000 per claim combined single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit. This shall include premises and/or operations, independent Consultants, products and/or completed operations, errors and omissions, and a contractual liability endorsement.

<u>Automobile</u>

Automobile Liability with limits of One Million Dollars (\$1,000,000.00) per accident.

Special Requirements

The City of Greensboro is to be named as additional insured on the Commercial General Liability policy. Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewed policies shall be sent to the City of Greensboro thirty (30)

days prior to any expiration date. Policies of Insurance on an Acord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the City of Greensboro. Wording on the Policy of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the City at any time.

Consultant shall not assign any part of this contract to other Consultants without written preapproval of the City; in which case, it shall be the responsibility of the Consultant to insure that all other consultants comply with the same insurance requirements that Consultant is required to meet.

General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (2,000,000.00) aggregate.

6.4.2 Professional Liability Insurance

ENGINEER shall also provide and maintain Professional Liability Insurance coverage with limits of One Million Dollars (\$1,000,000.00) per claim.

6.5 Successors and Assigns

- 6.5.1 The parties hereby bind their respective partners, successors, executors, administrators, legal representatives and, to the extent permitted by paragraph 6.5.2., their assigns, to the terms, conditions and covenants of this Agreement.
- 6.5.2 Neither CITY nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
- 6.5.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, subcontractors and ENGINEERs, as ENGINEER may deem appropriate to assist in the performance of Services.
- 6.5.4 Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and ENGINEER and not for the benefit of any other party.

6.6 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed or other form or document issued by CITY with respect to the ENGINEER's services. Additional services requested by the CITY, which are beyond the scope of the current services, shall be provided by the ENGINEER by means of Task Order Amendments to this Agreement. Each Task Order shall have a detailed scope of services, defined deliverables, cost for services and reimbursable expenses and a schedule. The Task Order shall not be binding until it has been properly signed by both parties.

PART II - STANDARD TERMS AND CONDITIONS

1. Relationship

The Parties in this contract agree that the ENGINEER is a professional corporation or business, and that the relationship created by this contract is that of employer and independent contractor. The ENGINEER is not an employee of the CITY, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The ENGINEER may practice his profession for others during those periods when the ENGINEER is not performing work under this contract for the CITY.

2. Supervision and Inspection

In the performance of the work contemplated in this agreement, the ENGINEER is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the CITY and shall be subject to CITY's general rights of inspection and supervision to secure the satisfactory completion thereof.

3. Payment of Taxes

The ENGINEER assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the ENGINEER agrees to pay any and all gross receipts, compensation, transaction, sales, uses, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

4. Amendments

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the amendment is mutually agreed to in writing by the CITY and the ENGINEER and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

5. Termination for Convenience

The CITY, in its sole discretion, may terminate this Agreement in whole or in part whenever the CITY determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the ENGINEER of a written notice of termination thirty (30) days before the effective date.

6. Termination for Cause

If, through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall have the right to terminate this contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof. In such event, the ENGINEER shall cease work immediately upon receipt of such notice and deliver or otherwise make available to CITY all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process. The ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work completed at termination as provided in Part I paragraph 4.3.

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

7. Rights

CITY retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.

8. Non-discrimination Requirement

The ENGINEER agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex, race, color, religion, national origin, handicap or disability.

9. Compliance with Applicable Law

Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. CITY and the ENGINEER agree to accept the remaining terms and conditions.

10. Subcontracting

ENGINEER shall assign no subcontracting work without written pre-approval of the CITY. In the event that subcontracting is pre-approved by the CITY, ENGINEER shall ensure that steps are taken in accordance with the CITY's Equal Opportunity Program(s) and federal subcontracting policy to assure equal opportunity to subcontractors.

Subcontracting with Small and Minority Firms, and Women's Business Enterprise

It is national policy to award a fair share of contracts to small, minority, and women's business firms. Accordingly, affirmative steps must be taken to assure that small, minority, and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- a. Including qualified small, minority, and women's businesses on solicitation lists.
- b. Assuring that small, minority, and women's businesses are solicited whenever they are potential sources.
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority, and women's business participation.
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority, and women's business.
- e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

11. Governing Law

This Agreement is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County, North Carolina.

12. Indemnification

The ENGINEER does hereby agree to indemnify and save harmless the CITY, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise while the ENGINEER's negligence in performing, or as a result of, work pursuant to this agreement.

CITY acknowledges that ENGINEER is performing professional services for CITY and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT site in connection with ENGINEER's services under this Agreement. ENGINEER hereby states, and CITY acknowledges, that neither ENGINEER nor ENGINEER's ENGINEERs have any professional liability insurance covering asbestos or

pollution claims, nor are ENGINEER or ENGINEER's ENGINEERs reasonably able to obtain coverage. Accordingly, CITY hereby agrees to bring no claim against ENGINEER, its principals, employees, agents, and ENGINEERs if such claims in any account of the control of t

ENGINEERs if such claim in any way would relate to asbestos or pollutants in the PROJECT.

13. Severance

Should any part of this Contract be declared unenforceable, all remaining sections remain in force.

14. Associates Not to Benefit

No individual associated with the CITY may directly or indirectly benefit or otherwise participate in the expenditure of funds, under this contract. Nor shall any such individual be awarded by rebate, gifts or otherwise any money or anything of value. Nor shall there be any possible obligation or contract for future reward or compensation. The ENGINEER expressly states that no CITY associates or affiliates has any interest (whether personal or that of a corporation, partnership, or association) in this contract or

its proceeds.

15. Publication, Reproduction and Use of Material

No material produced in whole or in part under this contract shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this

contract.

16. CITY Contact for Project Management and Payment

Gail G. Hay, PE

Technical and Planning Support Manager Field Operations Department City of Greensboro 401 Patton Avenue, Greensboro, NC 27406

Phone: (336) 373-4188

E-mail: Gail.Hay@greensboro-nc.gov

The CITY may, in its discretion, change the Contract Administrator at any time; if so, the CITY will notify the ENGINEER, in writing, of the change.

17. Scope of Agreement

This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

Vice President

Title (President or Vice President)

Attest Mongun



City of Greensboro Contract Signature Authorization Sheet Field Operations

Vendor:

Stearns Conrad&Schmidt Cons En

Tracking number: 7,074

Contract Number:

2013-10013

Change Order Number:

Service, Item or Project Description:

Landfill Air Quality Monitoring and Compliance Serviices

Signatures					
\checkmark	Department Head Recommendation/Authorization	Date: 11-12-13			
	This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.				
\checkmark	Deputy Finance Officer	Date: [[-13-13			
1 d	City Attorney: Approved as to form	Date: 12-3-13			
A)SISI	Assistant City Manager: Authorized	Date: 12-3-3			
	Mayor: Executed	Date:			
Ø{ Ø{	City Clerk: Attested	Date: 12-3-13			