REGULAR COUNCIL MEETING
TUESDAY
MARCH 2, 2021

STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE

The meetings will continue to be live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT PROTOCOL

The process for submitting a public comment has changed and public comments will no longer be read by staff during the Council Meetings.

All public comments will be taken either telephonically or accepted as a written comment.

Public comments may be submitted to publiccomment@flagstaffaz.gov

If you wish to address the City Council with a public comment by phone you must submit the following information:

First and Last Name
Phone Number
Agenda Item number you wish to speak on

If any of this information is missing, you will not be called. We will attempt to call you only one time. We are unable to provide a time when you may be called.

All comments submitted otherwise will be considered written comments and will be documented into the record as such.

If you wish to email Mayor and Council directly you may do so at council@flagstaffaz.gov.

AGENDA

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.

MAYOR DEASY	
VICE MAYOR DAGGETT	COUNCILMEMBER SALAS
COUNCILMEMBER ASLAN	COUNCILMEMBER SHIMONI
COUNCILMEMBER MCCARTHY	COUNCILMEMBER SWEET

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life for all.

4. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. PROCLAMATIONS AND RECOGNITIONS

A. Covid-19 Memorial Day

B. Colorectal Cancer Awareness Month

C. National Social Worker Month

6. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

A. **Consideration and Approval of a Cooperative Purchase Contract:** To purchase one (1) 2020 Weiler Paver P385B PVR Asphalt Paver from Caterpillar, Inc through a cooperative purchase contract with the City of Tucson Procurement Department #161534-01 in the amount of $193,085.00 plus sales tax $17,185.00 for a total of $210,270.00.

STAFF RECOMMENDED ACTION:

Approve the equipment purchase for one (1) 2020 Weiler Paver P385B PVR Asphalt Paver from Caterpillar, Inc in the amount of $193,085.00, plus applicable taxes, for a total of $210,270.00 through cooperative purchase contract #161534. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Cooperative Contract**: Purchase of new self-contained breathing equipment from Municipal Emergency Services, Inc. with the Assistance to Firefighters grant funds along with other City funding in the total amount of $680,981.73.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of new Self Contained Breathing Apparatuses (SCBAs) for the Flagstaff Fire Department from Municipal Emergency Services, Inc. (MES) through a Sourcewell Cooperative Purchasing Contract (#032620) for a total dollar amount of $680,981.73.
    - Funded $469,090.91 by federal grant EMW-2019-FG-02915
    - Required matching funds of $46,909.09 from the City
    - $164,981.73 covered by other City funds
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of the Construction Contract:** with Mountain High Excavating, LLC for the West Flag Improvements - David & Hutcheson Project in the amount of $2,573,961.01.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Mountain High Excavating, LLC. in the amount of $2,573,961.01, which includes a $122,000.00 Contract Allowance, with a contract duration of 235-calendar days; and
2. Approve Administrative Change Order Authority to the City Manager in the amount of $245,196.00 (10% of the Contract Amount, less the Contract Allowance); and
3. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of the Construction Contract:** with Mountain High Excavating, LLC for the West Flag Improvements - Canyon Terrace Project in the amount of $1,030,031.00.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Mountain High Excavating, LLC. in the amount of $1,030,031.00, which includes a $71,000.00 Contract Allowance, with a contract duration of 235-calendar days; and
2. Approve Administrative Change Order Authority to the City Manager in the amount of $95,903.00 (10% of the Contract Amount, less the Contract Allowance); and
3. Authorize the City Manager to execute the necessary documents.

7. ROUTINE ITEMS

A. **Consideration and Approval of Preliminary Plat:** Request from TLC PC Golf, LLC, for Preliminary Plat approval for Club Cabin Condominiums 2 at the Estates at Pine Canyon Unit 1—a three-unit residential condominium subdivision on 10.88 acres at 3000 S. Clubhouse Circle.

STAFF RECOMMENDED ACTION:

Staff recommends, based on the required findings and the Planning and Zoning Commission recommendation of approval on February 10, 2021 (6-0 vote), that the City Council approve the Preliminary Plat.

B. **Consideration and Adoption of Ordinance No. 2021-02:** An ordinance of the Flagstaff City Council amending the Employee Handbook of Regulations, as established by Flagstaff City Code, Chapter 1-14, Personnel System, Section 1-14-001-0001, Personnel System Adopted.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-02 by title only for the final time
2) City Clerk reads Ordinance No. 2021-02 by title only (if approved above)
3) Adopt Ordinance No. 2021-02

C. **Consideration of Audited Financial Reports**: Year ending June 30, 2020

STAFF RECOMMENDED ACTION:

Approve the FY 2019-2020 Comprehensive Annual Financial Report and the FY 2019-2020 Single Audit Report

8. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Ordinance No. 2021-04:** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately .82 acres of real property generally located at 922 E Route 66 by adding a Landmarks Overlay District designation to the historic sign only, within an existing Highway Commercial District zoning classification

STAFF RECOMMENDED ACTION:

At the March 2, 2021 Council Meeting:
1) Read Ordinance No. 2021-04 by title only for the first time
2) City Clerk reads Ordinance No. 2021-04 by title only (if approved above)
At the March 16, 2021 Council Meeting:
3) Read Ordinance No. 2021-04 by title only for the final time
4) City Clerk reads Ordinance No. 2021-04 by title only (if approved above)
5) Adopt Ordinance No. 2021-04

9. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2021-09:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Coconino County Community College District and the City of Flagstaff to share fire training and education resources.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-09 by title only
2) City Clerk reads Resolution No. 2021-09 by title only (if approved above)
3) Adopt Resolution No. 2021-09

B. **Consideration and Adoption of Resolution No. 2021-10:** A resolution of the Flagstaff City Council, approving Amendment No. 1 to an Intergovernmental Agreement, #19-0007325 and Resolution 2019-51 (IGA) between the State of Arizona, Department of Transportation (ADOT), and the City of Flagstaff (City) to include the replacement of Portland Cement Concrete Pavement (PCCP) within ADOT's Bridge Replacement Project.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-10 by title only
2) City Clerk reads Resolution No. 2021-10 by title only (if approved above)
3) Adopt Resolution No. 2021-10

C. **Consideration and Adoption of Ordinance No. 2021-03:** An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 6, Police Regulations, by adopting a new Chapter 6-10, Regulation of Recreational Marijuana.

STAFF RECOMMENDED ACTION:

At the March 2, 2021 Council Meeting:
1) Read Ordinance No. 2021-03 by title only for the first time
2) City Clerk reads Ordinance No. 2021-03 by title only (if approved above)
At the March 16, 2021 Council Meeting:
3) Read Ordinance No. 2021-03 by title only for the final time
4) City Clerk reads Ordinance No. 2021-03 by title only (if approved above)
5) Adopt Ordinance No. 2021-03

10. COUNCIL LIAISON REPORTS

11. FUTURE AGENDA ITEM REQUESTS

After discussion and upon agreement by three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion to consider a Code of Conduct and Ethics Standards to govern Mayor and Council.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Deasy to place on a future agenda a discussion to consider legislation that makes it illegal to fabricate a 911 report based on someone's race, ethnicity, religious affiliation, gender or sexual orientation

12. CITY MANAGER REPORT

A. City Manager Report

13. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS

14. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2021.

_____
Stacy Saltzburg, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Scott Overton, Streets Section Director
Co-Submitter:	Andy Bertelsen, Public Works Director
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration and Approval of a Cooperative Purchase Contract: To purchase one (1) 2020 Weiler Paver P385B PVR Asphalt Paver from Caterpillar, Inc through a cooperative purchase contract with the City of Tucson Procurement Department #161534-01 in the amount of $193,085.00 plus sales tax $17,185.00 for a total of $210,270.00.

STAFF RECOMMENDED ACTION:

Approve the equipment purchase for one (1) 2020 Weiler Paver P385B PVR Asphalt Paver from Caterpillar, Inc in the amount of $193,085.00, plus applicable taxes, for a total of $210,270.00 through cooperative purchase contract #161534. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Public Works - Streets Section is responsible for the ongoing maintenance of our local transportation network. One of our responsibilities is to maintain asphalt road surfaces for a satisfactory travel condition. At times, road sections will need repair as a result of deteriorating conditions and weather impacts. The Asphalt Paver is a piece of equipment used in the re-paving process and is essential in repairing the road surface.

Financial Impact:

This equipment purchase was approved in the 2020-2021 budget and is funded with Highway User Revenue Funds (HURF) Acct# 040-060-161-0614-6-4402 for a budgeted amount of $220,000.00.

Policy Impact:

Public Works - Streets Section is responsible for daily activities and the timely response to all concerns as they relate to our transportation infrastructure. Response to events is critical to maintain the safest travel possible on city streets. Our asphalt crew and good quality equipment are essential in the timely repair or road damage. This unit is being considered as a replacement of an existing laydown paver which has met milestone requirements for replacement. This action has been recommended and approved by the Fleet Management Committee and was included in the 2020-2021 budget. Our community desires a strong relationship to our transportation infrastructure and its maintenance expectations. This piece of equipment will enable the Streets operations to provide necessary repairs in a timely fashion with cost savings to the taxpayer by maintaining our roads prior to catastrophic failures.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve this Cooperative Purchasing Contract with Caterpillar, Inc through the Cooperative Purchase Contract No. 161534.
2. Forego the purchase of a new Asphalt Compactor which would require the City to continue to utilize existing equipment and best practices. Rental equipment was investigated and is not available with this equipment request.
3. Contract all small and medium paving project work. Our local contractor availability is limited and is currently utilized to complete our large and very large overlay projects each season. The work program scaled for the requested equipment is suited for utility patching, skim patch and small or medium sized areas that are not programmed into the summer overlay program. The timely response and ability to self-perform sections is essential for impromptu repairs or smaller sections in which mobilization costs would be higher.

Background/History:

The City of Flagstaff Streets team self performs many road way repairs when found to be reasonable in scope or in emergency response. Proper roadway compaction is essential in delivering a quality repair.

The Public Works division worked with the Procurement section to find the best value for the asphalt paver needed for the Streets section. By utilizing a City of Tucson contract with Empire Southwest, LLC, we were able to get a reasonable price for the intended purchase in a cooperative contract.

Key Considerations:

Throughout the winter season Streets responds to thousands of pothole reports. Freeze thaw cycles, rains and traffic all contribute to the degradation of our transportation infrastructure. These typical winter effects are a significant source of citizen concerns. We respond with a winter patch product but follow up is required to prolong road life as best as possible. The citizen involvement is vocal and consistent in the desire to repair these areas as quickly as possible. Quality repairs and timely patching reduces the damage to road infrastructure and possible damage to personal property and the traveling public.

Expanded Financial Considerations:

This equipment purchase was approved in the FY20 budget and is funded with Highway User Revenue Funds (HURF) Acct# 040-060-161-0614-6-4401 for a budgeted amount of $280,000.00. The existing unit a 1998 Leeboy Paver S3-069 to be replaced will be returned to Fleet Services for final status, it is likely that this unit will be sold at auction.

Community Benefits and Considerations:

The recent efforts of the Road Repair Street Safety program have advanced major overlay projects and it will be imperative that we maintain the investment as best as possible. The policy implication is that this purchase and equipment supports the mission to provide a high level of asphalt maintenance protecting our community's infrastructure investment. Procurement of this piece of equipment is with a local vendor using a cooperative purchasing agreement. In addition to the best pricing, we also have a good service relationship with local maintenance professionals that will respond quickly if issues should occur with this equipment.

Community Involvement:

Throughout the winter season, the City of Flagstaff Streets team responds to and is proactive in the many pothole reports we receive from throughout the City. Daily freeze-thaw cycles, heavy rains, and heavy traffic patterns all contribute to the degradation of our transportation infrastructure, with the effects of winter being a significant source of citizen concern. Permanent repairs made by the asphalt crew and paver result in a good repair and will protect the roadway from further damage. Larger sections and utility repairs can also be accomplished with the paver equipment.

Attachments:

Paver Information
COF Cooperative Contract
Exhibit A - Quote
Exhibit B - City of Tucson Contract
Exhibit B - COT contract renewal

P385B

COMMERCIAL PAVER









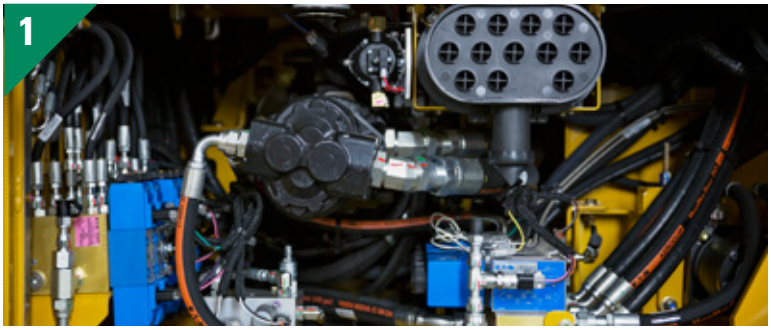
ENGINEERED INNOVATION

WEILER

Engineered for the demands of the commercial paving market.

Engineered and built to produce in a wide range of applications, the Weiler P385B incorporates proven designs with new innovations to provide performance, reliability and outstanding mat quality for the commercial paving market. With a best-in-class undercarriage, 8’ (2.44 m) to 15’ 8” (4.80 m) paving range, highway class conveyor chains and bearings and Caterpillar dealer inventoried parts, service and support, the P385B delivers on parking lots, driveways, city streets and more.





1 PRESSURE COMPENSATED PUMP.

The parallel circuit of the pump allows for activation of multiple functions at the same time with no loss of speed or power and allows for improved integration of automatic grade and slope control systems.



2 INDEPENDENT CONTROL.

Independent control of the left and right side conveyors and augers provides versatility for the contractor. Utilized with optional inner and outer cut-off shoes enables paving from 0 to 8' (2.4 m).



3 CUT-OFF DOOR VERSATILITY.

Two independent cut-off doors prevent spillage and reduce clean-up between passes. Eye-level indicators, when standing on the screed, signals the operator when the doors are open or closed. The doors are programmable to close automatically when in reverse.



4 9-TON HOPPER.

The 9-ton (8.1 mt) hopper promotes efficient operation while the rounded design reduces cold material buildup and simplifies clean-out. Independent control of each hopper wing allows for paving next to buildings and obstacles.



5 PUSH ROLLER OPTIONS.

The standard oscillating push roller pivots to manage trucks in tight spaces and offers six positions to match your trucking fleet. The optional hydraulic push roller features 8" (203 mm) of adjustment. The narrow, 23" (584 mm) width of the push roller and low front apron height of 19" (482 mm) allow for improved truck engagement with the paver.



Proven Screed

The Weiler designed 3,700 lb (1678 kg) screed delivers outstanding mat quality and a wide paving range. The 8’ (2.44 m) front mount screed is hydraulically extendable to 15’ 8” (4.80 m). Independent control of the feed system, along with cut-off doors and cut-off shoes, allow for variable width paving from 0 to 8’ (2.4 m). Hydraulic tow point adjustment provides quick and accurate height adjustments and integrates with automatic grade and slope systems. Thermostatically controlled, electric screed heat, easy adjustments, folding rear walkway and optional walkway extensions provide optimal working conditions for the crew.

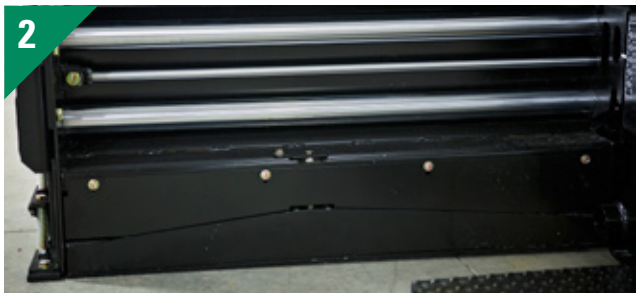
1 PAVING RANGE.

Hydraulically extendable standard paving range of 8′ to 15′ 8″ (2.44 m - 4.80 m). With the cut-off doors closed, paving range from 0 to 3′ 10″ (0 - 1.1 m). Optional cut-off shoes allow paving less than 8′ (2.4 m) within the main screed.



2 THERMOSTATICALLY CONTROLLED.

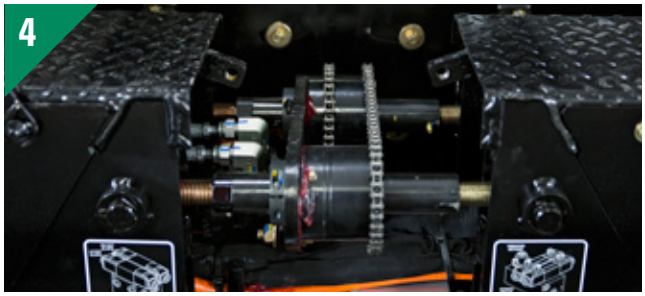
Thermostatically controlled, electric heated screed plates are powered by a tractor-mounted 12 kW generator. Four heating elements ensure consistent temperature across the screed. Screed heat is programmable and controls heating elements to maintain temperature.



3 INTEGRATED SONIC SENSORS.

Standard sonic sensors are integrated into the end gates to ensure proper alignment for controlling head of material. Hard-wired cables are protected from crew members, tools and obstacles.





4 MULTIPLE ADJUSTMENTS.

Operator friendly adjustment handles along with crown, extension height, extension slope and extension angle of attack adjustments create optimal mat quality. Power crown, slope and extension height options available.



5 HEATED END GATES.

The optional heated end gates feature a heating element for improved joint matching and reduced hand work for crew members.



6 GRADE AND SLOPE CONTROLS.

The P385B is pre-wired to work with multiple grade and slope control systems. Sensor and control panel mounts provide clean working environment.

Durable Components

Built to handle the heavy workload of commercial paving. From sun up to sun down, from one job site to the next, the P385B features durable components designed to last. From reliable Cat® power to highway class components and the largest undercarriage in its class, the P385B delivers outstanding performance day in and day out.

1

CAT 3.4B Tier 4 ENGINE.

The Cat 3.4B Tier 4 engine with 100 hp (74 kW) provides clean, quiet power. A passive regeneration cycle ensures no down time for regeneration. 34 gal (129 L) fuel capacity allows for a full day of paving without re-fueling.

2

HIGHWAY CLASS CHAINS.

Highway class chains and conveyor and auger bearings provide long-term reliability. Remote grease lines located on the front of the counter weight provide easy daily maintenance.

3

RE-BUILDABLE MACHINE.

The P385B is designed to be re-buildable with replaceable floor plates in the hopper to maximize paver life and lower operating costs. Performance poly track pads are individually replaceable if damaged.

4

LARGEST UNDERCARRIAGE.

Best-in-class 90" (2286 mm) track length with 68" (1727 mm) of ground contact and 140 mm track chain pitch provides smooth ride and excellent flotation. Automatic track tensioning ensures performance and maximizes component life.

5

COOLING PACKAGE.

Largest-in-class, hydraulically-driven, thermostatically controlled cooling package directs air in from the sides and is exhausted out and up through the hood, away from the operators.

6

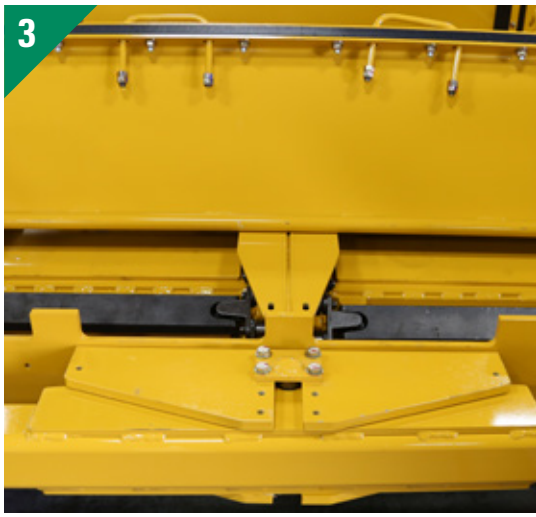
HYDRAULIC GENERATOR.

Hydraulically-driven generator runs with the engine at lower rpm to heat the screed. Generator is only turning when it needs to for increased life and less fuel consumption. Generator is located in a clean, protected environment, easily accessible from the right side of the machine.


WEILER


1


2


3


4


5


6

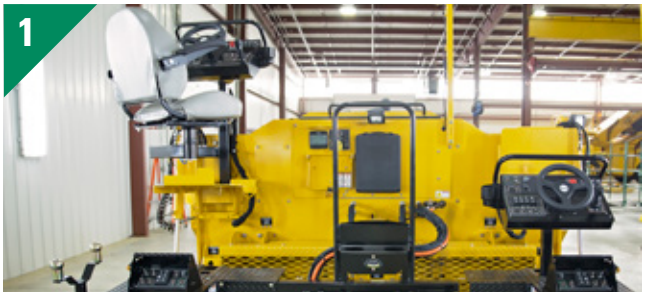
Visibility and Control

Good visibility and comfort enable effective communication that leads to smooth truck exchanges and steady material flow throughout the day. The standard operating environment includes two consoles and a single seat. The consoles can be positioned in three different configurations to meet crew requirements. Three-speed gearbox and multiple engine rpm settings, with auto de-idle, allow the crew to move around the jobsite efficiently with reduced engine noise. The folding walkway allows for a smaller starting pad in tight spaces.



1 THREE OPERATING POSITIONS.

Three different operating positions meet crew requirements. Top position provides good visibility into the hopper, mid-level enables clear views of the auger chamber and screed while screed-level allows complete control from the screed.



2 INTELLIGENT STEERING.

Weiler's intelligent steering controls the responsiveness of the wheel based on ground speed providing better control at transport speed and in tight spaces. The magnetic resistance wheel has adjustable settings for operator comfort.



3 POP-UP CONTROL PANELS.

Optional, screed-mounted control panels are located on each side of the screed and provide operators with complete control of all paving functions including tow point, cut-off doors, head of material and dump hopper.





4 DUAL OPERATING STATIONS.

The dual operating control stations are identical for maximum efficiency. Stations come standard with steering wheels with propel levers option available. Paving functions are active on both panels at all times. Steering and propel control functions are interchangeable with the push of a button.



5 PAUSE FEATURE.

Pause mode stops the paver without having to move the propel lever, allowing for consistent paving speed throughout the job. Feeder system can be set to remain on, or turn off when paused, based on operator preference.



6 HAND HELD REMOTE PENDANTS.

Optional remote pendants with magnetic mount include adjustments for tow-point height, extension width and auger override, enabling the operator to control the screed from ground level.







Fast Service

Large compartments and easy to access components simplify maintenance and service requirements. Caterpillar dealer inventoried replacement parts and Weiler factory trained technicians reduce down time for increased productivity.

1

REMOTE GREASE FITTINGS.

Remote grease lines are grouped and located in easy-to-reach locations for quick work of daily grease requirements.

2

ENGINE ACCESS.

Five large doors provide exceptional access to the engine and hydraulic components. All filters are located behind a single door for simplified servicing.

3

ELECTRONIC CONTROLLER.

The electronic controller provides machine diagnostics and machine calibration. Mounted in the center of the machine allows visibility for all crew members.

4

SPRAY DOWN SYSTEM.

Toggle switches, located on each side of the machine, engage the spray down pump on an adjustable timer system. A 25' (7.6 m) hose reel and 10' (3 m) coiled hose provide complete machine coverage from the separate 10 gal (37 L) spray down tank.

5

ELECTRICAL SYSTEM.

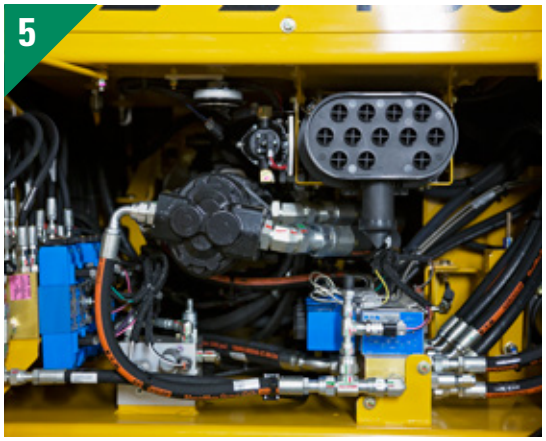
Braided harnesses and sealed connections offer optimal reliability. Color-coded and numbered wires, along with the 12V system with automotive fuses, simplify service. CANbus communication features reduced wires for increased reliability.

6

CAT DEALER SUPPORT.

Weiler equipment is sold and serviced exclusively at Caterpillar dealers. In-stock replacement parts and factory trained technicians keep your machine up and running with limited machine down time.







SPECS

WEIGHT	20,500 lb	9299 kg
LENGTH	14' 5"	4393 mm
WIDTH	101"	2565 mm
HEIGHT	76"	1930 mm
TRUCK CLEARANCE	19"	482 mm
AUGER DIAMETER	12"	305 mm
AUGER SPEED	150 rpm	
ENGINE	Cat® C3.4B Tier 4	
FUEL TANK CAPACITY	34 gal	128 L
HYDRAULIC TANK CAPACITY	34 gal	128 L
DEF TANK CAPACITY	5 gal	18 L
PAVING SPEED	150 fpm	45 mpm
TRANSPORT SPEED	350 fpm	106 mpm
SCREED WEIGHT	3,700 lb	1678 kg
MAIN PLATE WIDTH	16.5"	419 mm
EXTENSION PLATE WIDTH	9"	228 mm
VIBRATION	2 x 2500 vpm	

OPTIONAL EQUIPMENT

Truck Hitch Group

Hydraulically Extendable Push Rollers

Additional Operator Seat

Walk Way Extension

Propel Levers Control

LED Strobe Light

Work Lights

Premium LED Work Lights

DC Blade Lights

Screed Mounted Control Panels

Hand Held Remote Group

TOPCON P-32 Grade and Slope Controls

MOBA-MATIC II Grade and Slope Controls

Heated End Gates

Electric Screed Extension Height Adjustment

Power Hydraulic Slope

Hydraulic Power Crown

Cut-Off Shoe Group

Berm Attachment – 12", 18" and 24"

Hydraulic Integrated Berm



WWW.WEILERPRODUCTS.COM

Materials and specifications are subject to change without notice. Featured machines and photos may include optional equipment.
See your Cat Dealer for complete product and application information including available options. All rights reserved.

© 2018 Weiler

QEDQ2393

COOPERATIVE PURCHASE CONTRACT
Contract No. 2021-76

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Empire Southwest, a California Limited Liability Company ("Contractor").

necessary

RECITALS:

A. The Contractor is a fully authorized dealer of Caterpillar Inc. products;

B. Caterpillar Inc. holds a Local Government Purchasing Cooperative Contract #161534-01 with the City of Tucson Procurement Department, Public Sector to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

C. Contractor is a dealer as described in the Agency Contract; and

D. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

ASPHALT PAVER BASE MACHINE

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or ***Exhibit A*** attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided for Two hundred and ten thousand, two hundred and seventy dollars **($210,270.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in ***Exhibit B*** attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Empire Southwest, LLC.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

Quote from Empire CAT (attached)

EXHIBIT B
AGENCY CONTRACT

Contract #161524-01 City of Tucson Department of Procurement (attached)

Mike Stress
CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF, AZ 86001-5399

1/5/2021

Dear Mike, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following Weiler Pavers P385B PVR.

2020 New Weiler Pavers P385B PVR Pavers

Hours: 4.00 **Serial:** P385B-3136 **ID Number:** E156963

Specifications:

P385B Asphalt Paver Base Machine

Cat 3.4 Tier IV 100 HP Engine
140 MM Track Group w/14" Poly Pads
Adjustable, Oscillating Push Rollers
Paver Pause Function, Grade and Slope Prep Group
Spray Down w separate Tank and One(1) Hose Reel
Dual Operators Stations w/ One Seat
Steering Wheel Control Group

Options Included

Screed w/ Electric Heat, Manual Adjustable Extender Height
US, Canada English Language & Decal Group
Additional Operator's Seat Group
Walkway Extensions Group
LED Strobe Light Group
Lighting Group (5 Halogen Lights)
Hand Help Remote Group
Lower Additional Screed Mounted Control Panel Group
Heated End Gates Group
Berm Attachment Group- 18 inch

Warranty

Standard Manufacture's Warranty

Pricing Summary

OMNIA Partners RFP #161534 Cooperative Purchasing Agreement Sale Price	**Sale Price:**	**$193,085**
	Sales Tax:	$17,185
	Net Total:	**$210,270**

Thank you for your consideration of this proposal and we look forward to the continued business partnership with CITY OF FLAGSTAFF.

Sincerely,

Todd Owen
Account Manager

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4123 / FAX: (520) 791-4735
Jeffrey.Whiting@tucsonaz.gov
ISSUE DATE: DECEMBER 5, 2017

CONTRACT #161534-01
CONTRACT AMENDMENT NUMBER: ONE (1)

JW/lr
CONTRACT OFFICER: JEFFREY WHITING

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): CONTRACT RENEWAL
Pursuant to Contract No. 161534, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 01, 2018 through April 30, 2019.

ITEM NO. TWO (2): PRICING
Pursuant to Contract No. 161534, Scope of Work, Pricing, shall be **replaced** in its entirety with the Attached Price Page dated January 01, 2018 and shall become effective January 01, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Caterpillar Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Patty A Redfath 12/11/17
Signature of person authorized to sign Date

PATTY REDFATH, GOVERNMENT ACCOUNT MANAGER
Name and Title (typed or printed legibly)

CATERPILLAR INC.
Company Name

100 NE ADAMS ST. PEORIA, IL 61629
Address

REDFATH_PATTY@CAT.COM
Email Address

PEORIA IL 61629
City State Zip

Contact information for Sales/Account Representative for daily business operations:

PATTY REDFATH, GOVT ACCOUNT MANAGER
Name and Title (typed or printed legibly)

309-494-4578
Phone Number

REDFATH_PATTY@CAT.COM
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 14 DAY OF Dec, 2017, AT TUCSON, ARIZONA.

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

2018 Caterpillar Coop Contract Discounts v1

Cooperative Contracts -- Effective January 1, 2018

Machine Model*	New Equipment
2018	Discount to Customer (Off List Price)
Pavers	
AP255	18.00%
AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%
Rollers	
CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB14	19.00%
CB15	19.00%
CB16	19.00%
CB22	19.00%
CB24	19.00%
CB32	19.00%
CB34	19.00%
CB36	19.00%
CB44	19.00%
CB46	19.00%
CB54	19.00%
CB64	19.00%
CB66	19.00%
CB68	19.00%
CC24	19.00%
CC34	19.00%
CCS7	19.00%
CCS9	19.00%
CD8	19.00%
CD10	19.00%
CD44	19.00%
CD54	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2018 Caterpillar Coop Contract Discounts v1

Track Type Tractors

D3	23.00%
D4	23.00%
D5	23.00%
D6	21.00%
D7	19.00%
D8	19.00%
D9	10.00%

Wheeled Excavators

M314F	26.00%
M315F	26.00%
M316F	26.00%
M317F	26.00%
M318F	26.00%
M320F	26.00%
M322F	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM300	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

12	30.00%
120	34.00%
140	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Multi-Terrain Loaders

257	21.00%
277	21.00%
287	21.00%
297	21.00%

2018 Caterpillar Coop Contract Discounts v1

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%

Excavators

300.9	20.00%
301.4	20.00%
301.7	20.00%
302.4	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
307	20.00%
308	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
316	19.00%
318	16.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
335	15.00%
336	15.00%
349	10.00%
352	10.00%
374	10.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
430	22.00%
450	22.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

2018 Caterpillar Coop Contract Discounts v1

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

2018 Caterpillar Model List – Change Summary from 2017 - 2018

Add Models	Customer Discount
CB1.7	19
CB1.8	19
CB13	19
CB15	19
CB16	19
CCS7	19
CCS9	19
MH3022	26
MH3024	26
MH3026	26
PM310	20
PM312	20
PM313	20
PM820	20
PM822	20
PM825	20
TH357	24
TH408	24
320GC	16

Delete Discontinued Models

CW14
CT660, CT680, CT681 (Caterpillar exited Vocational Truck business)
PM102
TH306
TH406
TH407
312
321
329
740

City of Tucson, AZ

Contract 161534

for

Heavy Equipment, Parts, Accessories, Supplies and Related Services

with

Caterpillar, Inc

Effective: May 1, 2017

The following documents comprise the executed contract between the City of Tucson, AZ and Caterpillar Inc., effective May 1, 2017

I. Signed Contract
II. Summary of Negotiated Items
III. Caterpillar, Inc Original Response
IV. Original Request for Proposal

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

April 26, 2017

Sent via electronic mail, this day

Patty Redpath, Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
redpath_patty@cat.com

Re: Contract No.: **161534-01**
Contract Title: **Heavy Equipment, Parts, Accessories, Supplies and Related Services**

Dear Ms. Redpath:

The City of Tucson has awarded your firm the contract for furnishing the City's requirements for **Heavy Equipment, Parts, Accessories, Supplies and Related Services** during the time period of May 1, 2017 through April 30, 2018.

Please find attached your pdf copy of the contract, purchase order and the Designation of Contract Representative Memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at (520) 837-4123.

The City wishes to thank you for your interest and proposal.

Sincerely,

Jeffrey Whiting
Senior Contract Officer

JW/lr

Attachments

Cc: File 161534

CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

April 04, 2017

Patty Redpath
Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL, 61629
Email: redpath_patty@ cat.com

Sent this day via electronic mail

RE: City of Tucson Request for Proposal # 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services -Summary of Negotiated Items

Dear Mrs. Redpath,

Based on our written and verbal negotiations, conducted over the past few months, this letter serves to summarize the items we have agreed on in regards to the City's Request for Proposal for Heavy Equipment, Parts, Accessories, Supplies and Related Services. Please provide written confirmation that the items contained in this letter represent the agreed upon items by signing the concurrence line below. In the event there is any disagreement with this document or if there is other information that must be included in this document, Caterpillar Inc., must specify those differences in a written response to this request.

The following agreements have been made between the City of Tucson and Caterpillar Inc. with regard to Request Proposal# 161534:

1. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 8. Price Adjustment is hereby replaced with the following:

> **8. Price Adjustment:** The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/ extension process.
> However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties

2. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 5. Training, is hereby replaced with the following:

> **5. TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer (their distributor of products) may present the training material in a quality suitable for videotaping. Dealer and Contractor reserve the right to allow or reject videotaping part or all of the training provided at no additional cost to the agency.

3. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 6. Repairs, is hereby replaced with the following:

> **6. REPAIRS:** The Contractor will be responsible for transport of new vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. The purchaser and the Dealer may mutually agree to other terms related to product transportation.

4. Pursuant to RFP 161534, Scope of Work, B. Equipment and Product Requirements, Paragraph 3. Pricing, is hereby replaced with the following:

> **3. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
>
> For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
> (a) contacting Caterpillar's GCI Government Contracts group or
> (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages. National IPA, the City, and the appropriate

contract manager agrees that it shall not publish such price pages, for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

5. Pursuant to RFP 161534, Scope of Work, C Service Requirements Paragraph 1 Services, Sub-paragraph b. Maintenance Services, is hereby replaced with the following:

1.b Maintenance Services: The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City will require a loaner or rental equipment in the event the machine is down for more than 48 hours. However, if the failure is one that is covered under a purchaser manufacturer warranty or extended warranty, and is down for more than 48 hours, a loaner of comparable type will be provided at no charge to the City. At the time of an event, if a comparable type is not available, the purchaser and Dealer will work together to determine the purchaser's loaner equipment requirements, and to ensure that there is no effect on the day to day landfill operations of the City. Loaner machine fuel, cleaning and damage will be the responsibility of the City of Tucson. The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted, in writing, to National IPA Member Agencies by the participating Dealer.

6. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 2 Subcontractors, is hereby replaced with the following:

2. Subcontractors: As set forth herein, Contractor goes to market through a network of authorized dealers. As such, the City and the Department of Procurement hereby agree that certain obligations of the Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

The City and the Contractor acknowledge that the Contractor authorized dealers are independent businesses and as such, have the right to choose whether or not to accept the terms and conditions contained herein.

All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the

Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

7. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 9. Modification of Terms is hereby replaced with the following:

9. Modification of Terms: A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Dealer as a condition of their intended purchase transaction. If the Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract

8. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 20. Indemnification is hereby replaced with the following:

20.Indemnification: To the fullest extent permitted by law, Participating Dealer, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, reasonable losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of Participating Dealers relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Participating Dealers or anyone directly or indirectly employed by Participating Dealers or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors, anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Participating Dealer's and Subcontractor's employees. It is agreed that the Participating Dealer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Participating Dealers agree to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Participating Dealer for the City of Tucson.

Participating Dealers are responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Participating Dealers are responsible for all applicable IRS reporting requirements related to ACA. If Participating Dealers or any of the Participating Dealer's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an

assessed penalty against the City, or Participating Dealers fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, the Participating Dealer indemnifies City from and shall pay any assessed tax penalty.

9. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 28. Payment is hereby replaced with the following:

28. Payment: The City's preferred method of payment is via credit card. However, certain Dealers do not accept credit cards. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card or other means upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

10. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 39. Termination of Contract is hereby replaced with the following:

39. Termination of Contract: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. Pursuant to RFP 161534, Attachment A, Exhibit A, Paragraph 1.4 Award Basis is hereby replaced with the following:

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and

woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the local authorized Dealer (Contract Sales are reported to National IPA).

12. Pursuant to RFP 161534, Attachment A, Exhibit B, Paragraph 6 Term of Agreement is hereby replaced with the following:

6. Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

13. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 10 Exceptions to Contract Provisions is hereby replaced with the following:

10. Exceptions to Contract Provisions

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or an appointed designee. If a proposal or offer is returned with modification to the contract provisions that are not expressly approved in writing by the Director or the appointed designee, the City shall be deemed to have rejected the proposal or offer in part and the parties may negotiate the provision(s) at issue.

14. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 11 Public Record is hereby replaced with the following:

11. Public Record

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law.

15. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 12 Confidential Information is hereby replaced with the following:

12. Confidential Information

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is

not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
(a) contacting Caterpillar's GCI Government Contracts group or
(b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages.
The City and the appropriate contract manager agrees that it shall not publish such price pages , for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

16. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 21 City of Tucson Business License is hereby replaced with the following:

21. City of Tucson Business License

It is the responsibility of the applicable Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

17. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 4 Insurance is hereby replaced with the following:

4. Insurance:

The Applicable Dealer agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Applicable Dealer, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Applicable Dealer (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Applicable Dealer shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Applicable Dealer to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** The Applicable Dealer's insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Applicable Dealer from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** The Applicable Dealer shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

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

I. **EXCEPTIONS:** In the event the Dealer or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

18. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 38 Subcontractors, is hereby replaced with the following:

38. Subcontracts: Subject to Special Terms and Conditions, Paragraph 2. Subcontractors, no subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein

without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

19. It is mutually agreed that not all items are available through this contract at all Dealer locations. Participating agencies will need to check with their local dealer to see which items from this contract are available.

Please provide written concurrence to me no later than **Thursday, April 06, 2017 at 4 PM**. You may email your response to Jeffrey.Whiting@tucsonaz.gov. If you should have any questions, please call me at (520) 837-4123.

Sincerely,

Jeffrey Whiting
Contract Officer

Concurrence: Patty A Redsath Date: April 6, 2017

Name: PATTY KESMATH Title: GOVERNMENT ACCOUNT MANAGER

Contract #161534

Heavy Equipment, Parts, Accessories, Supplies, and Related Services

Table of Contents

1. Caterpillar's Response to Summary of Negotiated Items
2. Caterpillar's Response to BAFO
3. City's Request for BAFO
4. Caterpillar's Response to RFP 161534

1. Caterpillar's Response to Summary of Negotiated Items

CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

April 04, 2017

Patty Redpath
Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL, 61629
Email: redpath_patty@ cat.com

Sent this day via electronic mail

RE: City of Tucson Request for Proposal # 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services -Summary of Negotiated Items

Dear Mrs. Redpath,

Based on our written and verbal negotiations, conducted over the past few months, this letter serves to summarize the items we have agreed on in regards to the City's Request for Proposal for Heavy Equipment, Parts, Accessories, Supplies and Related Services. Please provide written confirmation that the items contained in this letter represent the agreed upon items by signing the concurrence line below. In the event there is any disagreement with this document or if there is other information that must be included in this document, Caterpillar Inc., must specify those differences in a written response to this request.

The following agreements have been made between the City of Tucson and Caterpillar Inc. with regard to Request Proposal# 161534:

1. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 8. Price Adjustment is hereby replaced with the following:

> **8. Price Adjustment:** The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/ extension process.
> However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties

2. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 5. Training, is hereby replaced with the following:

> **5. TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer (their distributor of products) may present the training material in a quality suitable for videotaping. Dealer and Contractor reserve the right to allow or reject videotaping part or all of the training provided at no additional cost to the agency.

3. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 6. Repairs, is hereby replaced with the following:

> **6. REPAIRS:** The Contractor will be responsible for transport of new vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. The purchaser and the Dealer may mutually agree to other terms related to product transportation.

4. Pursuant to RFP 161534, Scope of Work, B. Equipment and Product Requirements, Paragraph 3. Pricing, is hereby replaced with the following:

> **3. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
>
> For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
> (a) contacting Caterpillar's GCI Government Contracts group or
> (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages. National IPA, the City, and the appropriate

contract manager agrees that it shall not publish such price pages, for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

5. Pursuant to RFP 161534, Scope of Work, C Service Requirements Paragraph 1 Services, Sub-paragraph b. Maintenance Services, is hereby replaced with the following:

1.b Maintenance Services: The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City will require a loaner or rental equipment in the event the machine is down for more than 48 hours. However, if the failure is one that is covered under a purchaser manufacturer warranty or extended warranty, and is down for more than 48 hours, a loaner of comparable type will be provided at no charge to the City. At the time of an event, if a comparable type is not available, the purchaser and Dealer will work together to determine the purchaser's loaner equipment requirements, and to ensure that there is no effect on the day to day landfill operations of the City. Loaner machine fuel, cleaning and damage will be the responsibility of the City of Tucson. The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted, in writing, to National IPA Member Agencies by the participating Dealer.

6. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 2 Subcontractors, is hereby replaced with the following:

2. Subcontractors: As set forth herein, Contractor goes to market through a network of authorized dealers. As such, the City and the Department of Procurement hereby agree that certain obligations of the Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

The City and the Contractor acknowledge that the Contractor authorized dealers are independent businesses and as such, have the right to choose whether or not to accept the terms and conditions contained herein.

All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the

Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

7. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 9. Modification of Terms is hereby replaced with the following:

9. Modification of Terms: A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Dealer as a condition of their intended purchase transaction. If the Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract

8. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 20. Indemnification is hereby replaced with the following:

20.Indemnification: To the fullest extent permitted by law, Participating Dealer, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, reasonable losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of Participating Dealers relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Participating Dealers or anyone directly or indirectly employed by Participating Dealers or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors, anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Participating Dealer's and Subcontractor's employees. It is agreed that the Participating Dealer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Participating Dealers agree to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Participating Dealer for the City of Tucson.

Participating Dealers are responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Participating Dealers are responsible for all applicable IRS reporting requirements related to ACA. If Participating Dealers or any of the Participating Dealer's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an

assessed penalty against the City, or Participating Dealers fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, the Participating Dealer indemnifies City from and shall pay any assessed tax penalty.

9. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 28. Payment is hereby replaced with the following:

28. Payment: The City's preferred method of payment is via credit card. However, certain Dealers do not accept credit cards. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card or other means upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

10. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 39. Termination of Contract is hereby replaced with the following:

39. Termination of Contract: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. Pursuant to RFP 161534, Attachment A, Exhibit A, Paragraph 1.4 Award Basis is hereby replaced with the following:

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and

woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the local authorized Dealer (Contract Sales are reported to National IPA).

12. Pursuant to RFP 161534, Attachment A, Exhibit B, Paragraph 6 Term of Agreement is hereby replaced with the following:

6. Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

13. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 10 Exceptions to Contract Provisions is hereby replaced with the following:

10. Exceptions to Contract Provisions

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or an appointed designee. If a proposal or offer is returned with modification to the contract provisions that are not expressly approved in writing by the Director or the appointed designee, the City shall be deemed to have rejected the proposal or offer in part and the parties may negotiate the provision(s) at issue.

14. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 11 Public Record is hereby replaced with the following:

11. Public Record

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law.

15. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 12 Confidential Information is hereby replaced with the following:

12. Confidential Information

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is

not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
(a) contacting Caterpillar's GCI Government Contracts group or
(b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages.
The City and the appropriate contract manager agrees that it shall not publish such price pages , for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

16. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 21 City of Tucson Business License is hereby replaced with the following:

21. City of Tucson Business License

It is the responsibility of the applicable Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

17. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 4 Insurance is hereby replaced with the following:

4. Insurance:

The Applicable Dealer agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Applicable Dealer, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*1	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Applicable Dealer (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Applicable Dealer shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Applicable Dealer to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** The Applicable Dealer's insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Applicable Dealer from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** The Applicable Dealer shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

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

I. **EXCEPTIONS:** In the event the Dealer or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

18. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 38 Subcontractors, is hereby replaced with the following:

38. Subcontracts: Subject to Special Terms and Conditions, Paragraph 2. Subcontractors, no subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein

without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

19. It is mutually agreed that not all items are available through this contract at all Dealer locations. Participating agencies will need to check with their local dealer to see which items from this contract are available.

Please provide written concurrence to me no later than **Thursday, April 06, 2017 at 4 PM**. You may email your response to Jeffrey.Whiting@tucsonaz.gov. If you should have any questions, please call me at (520) 837-4123.

Sincerely,

Jeffrey Whiting
Contract Officer

Concurrence: Patty A Redsmith Date: April 6, 2017

Name: PATTY REDSMITH Title: GOVERNMENT ACCOUNT MANAGER

2. Caterpillar's Response to BAFO

From: Patty Redpath <Redpath_Patty@cat.com>
To: "Jeffrey Whiting" <Jeffrey.Whiting@tucsonaz.gov>
Date: 3/8/2017 1:40 PM
Subject: Re: RFP 161534 - Heavy Equipment
Attachments: 2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017.xls; Caterpillar National IPA 2017 Update Gen - Eff 1-9-2017.xlsx

Hello Jeff -

Thank you for the opportunity to respond. Attached is our Best and Final Offer, which is consistent with what we provided with our original RFP Response.

Thanks!

Patty Redpath
Government Account Manager
Caterpillar Inc.
Global Construction & Infrastructure ? Count on Us
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: +1 (309) 494-4578 | C: (309) 370-0775

From: "Jeffrey Whiting" <Jeffrey.Whiting@tucsonaz.gov>
To: <Redpath_Patty@cat.com>
Date: 03/07/2017 02:14 PM
Subject: Re: RFP 161534 - Heavy Equipment

Hi Patty,
Please see the attached document, and let me know if you have any additional questions. Thanks

Jeffrey Whiting
Senior Contract Officer
Department of Procurement
255 W Alameda, 6th Floor
Tucson, AZ 85726
520-837-4123
520-791-4735 Fax

[attachment "BAFO-CAT.docx" deleted by Patty Redpath/0A/Caterpillar]

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Cooperative Contracts -- March 8, 2017

Machine Model*	New Equipment
2017	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

*Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Articulated Trucks

725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks

770	10.00%
773	10.00%

Landfill Compactors

816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders

903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders

953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar January 9th, 2017 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	NIPA Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List) *(EPA & CARB Tier 4 Interim Emissions Certified)*	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List) *(EPA & CARB Tier 4 Final Emissions Certified)*	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGAG" Caterpillar Price List)	
750 kW	36%
800 kW	36%

C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PGBG" Caterpillar Price List)	
1000 kW	38%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
Standby Rating Only - 1600 kW	37%
Standby Rating Only - 1750 kW	35%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516-PGDL" Caterpillar Price List)	
Standby Rating Only - 2000 kW	40%
Standby Rating Only - 2500 kW	38%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEL" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEL" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	34%
High Voltage - Standby Rating Only - 2000 kW	34%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	34%
High Voltage - Standby Rating Only - 2250 kW	34%
G3412, 60 HZ, 375kW, 450kW, 500kW	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Available by Design To Order Only)	17%
G3512 Stationary Certified 750kW, 1000kW	17%
(Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
G3516 1040 kW Standby	17%
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
G3516	
(Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	17%
G3516C, 1475kW, 1600kW	17%
(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
G3516H 1966kW	17%
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
G3520H 2469kW	17%
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
G3520C 1800kW, 1900kW, 2055kW	17%
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
CG132, CG170, CG260 (custom)	15%
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)	
4000 kW (with Fan Rating)	24%
C175, 60 HZ, 3000 kW (EPA Tier 4)	
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)	
3000 kW (with Fan Rating)	19%
C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)	
3000 kW (with Fan Rating)	30%
3100 kW (without Fan Rating)	30%
G30PGAN, 30kW	31%
G80PGAN, 50kW, 60kW, 80kW	31%
G150PGAN, 100kW, 125kW, 150kW	35%
Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW	
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%

G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%
APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)*	
20 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)*	
30 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)*	23%
XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)*	
60 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)*	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)*	
320 kW* (3 phase or 1 phase)	23%
XQ425BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ425BN" Caterpillar Price List)*	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)*	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)*	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified) *(Reference the "XQ2000N" Caterpillar Price List)*	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

3. City's Request for BAFO

Date March 7, 2017 ***Sent via electronic mail, this day***

Patty Redpath, Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL, 61629
Email: redpath_patty@cat.com

Subject: Request for Proposal No. 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services – Request for Best and Final Price

Dear **Mrs. Redpath**:

The City of Tucson is in receipt of Caterpillar's signed Summary of Negotiated Items for RFP No. 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you submit a revised offer.

Attached you will find your firms original discount off list, provided with the original offer. Please review this document, and determine if any additional discounts can be offered to the City and its participating partners. If you decide to keep your firm's pricing the same, you will still need to provide a revised discount off offer, and return it to me.

If there are other areas in your offer that you wish to revise, please also do so at this time.

Please provide a written response to me no later than **Wednesday, March 08, 2017 at 4:00PM.** You may e-mail your response to Jeffrey.Whiting@tucsonaz.gov.

The City of Tucson appreciates your attention to this request.. If you should have any questions, please contact me at (520) 837-4123.

Sincerely,

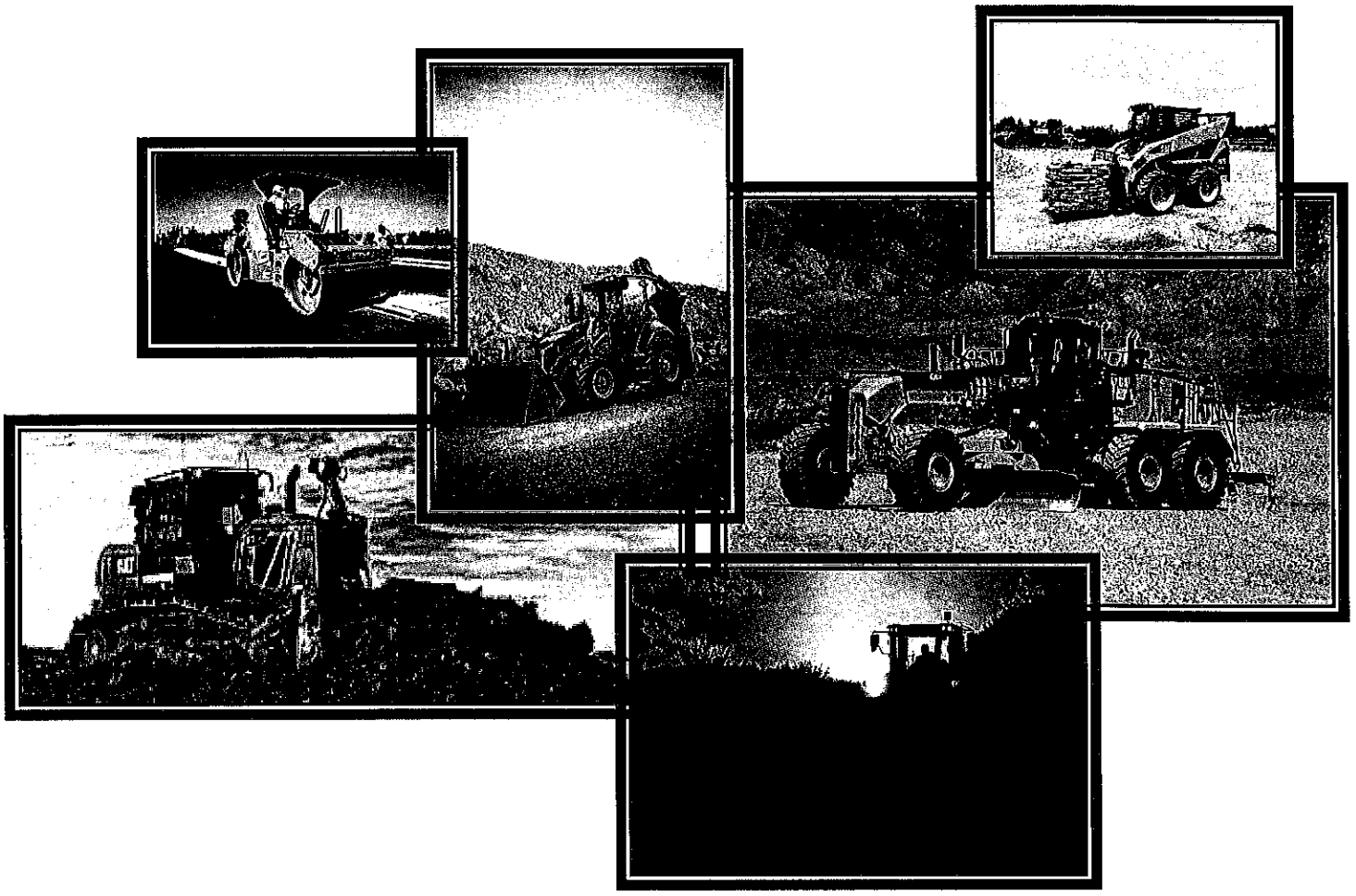
Jeffrey Whiting
Contract Officer

4. Caterpillar's Response to RFP 161534

ORIGINAL

CITY OF TUCSON

Request for Proposal
#161534
Heavy Equipment, Parts, Accessories, Supplies and Related Services



Submitted by:

Caterpillar Inc. / Empire Machinery

November 14, 2016

Table of Contents

1. Introductory Letter
   Signed Offer and Acceptance Form
   RFP #161534 As Issued
2. City of Tucson Proposal Evaluation Questionnaire Response – Caterpillar Inc.
3. National IPA Supplier Qualification Questionnaire Response – Caterpillar Inc.
4. Proposed Exceptions to RFP #161534 – Caterpillar Inc.
5. Empire Machinery Proposal and Exceptions
6. Price Proposal / Discounts
   Machines
   Electric Power
7. Example Price Lists
8. 2015 Executive Summary: Year in Review and Sustainability Report
9. Caterpillar Dun & Bradstreet Report
10. City of Tucson Business License
11. Example Warranty Statements
12. Insurance Certificates
13. Payment Letter

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting,

It is with great pleasure that Caterpillar Inc. has been given an opportunity to respond to RFP #161534. We have found that our participation in the previous contract was beneficial to us as a manufacturer, our authorized dealers, and from many positive points of feedback – from governmental customers as well.

As you will see in the following pages, we have structured the response in two parts. The response from Caterpillar Inc., considers the entirety of our US Dealer Network who will be encouraged to use this contract via National IPA. Then for a very specific response to the needs of the City of Tucson, our local authorized dealer, Empire Machinery has added a response to detail their capabilities and commitments.

To facilitate your review of the documents, we have separated these responses into five main sections:
1) Questionnaire Responses to the City of Tucson;
2) Questionnaire Responses to National IPA;
3) Proposed Exceptions;
4) Empire Machinery Responses;
5) Attachments

If you have any questions during your review of these documents we would be happy to clarify.

We look forward to continuing our relationship with the City of Tucson and National IPA and trust that our submission will not only meet your needs and expectations – but exceed them!

Most sincerely,

Ann Schreifels

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-338-5976

OFFER AND ACCEPTANCE

OFFER

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

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Signature of Person Authorized to Sign

Brian Foster
Printed Name

North American Sales Manager
Title

For clarification of this offer, contact:

Name: Patty Redpath

Title: Governmental Account Manager

Phone: 309-494-4578

Fax: 309-675-4301

E-mail: redpath_patty@cat.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-01.

Approved as to form this 25th day of April, 2017.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 24th day of April, 2017.

for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701.**

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Ann Schreifels 11/11/16
Signature Date

Ann Schreifels Governmental Sales Manager
Print Name and Title

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

1) Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response

-Confidential-

Caterpillar products (equipment, accessories, parts, repair and services) are sold and supported through Caterpillar's authorized Dealer network. These Dealers are established, independent businesses that understand the needs of their local customers and communities. Across North America, the majority of Caterpillar Dealers have supported the needs of their local customers and communities for decades.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Caterpillar maintains 10 parts distribution warehouses throughout North America to ensure that almost all parts can reach our dealers within 24-48 hours. In addition to the Caterpillar owned parts inventory, Cat dealers collectively stock over $1 Billion in protective parts inventory to minimize downtime for their customers. Currently the national average for 24-hour parts availability is at a 99% fill rate.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability.

Please refer to subsection d below which expands on some of these capabilities.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

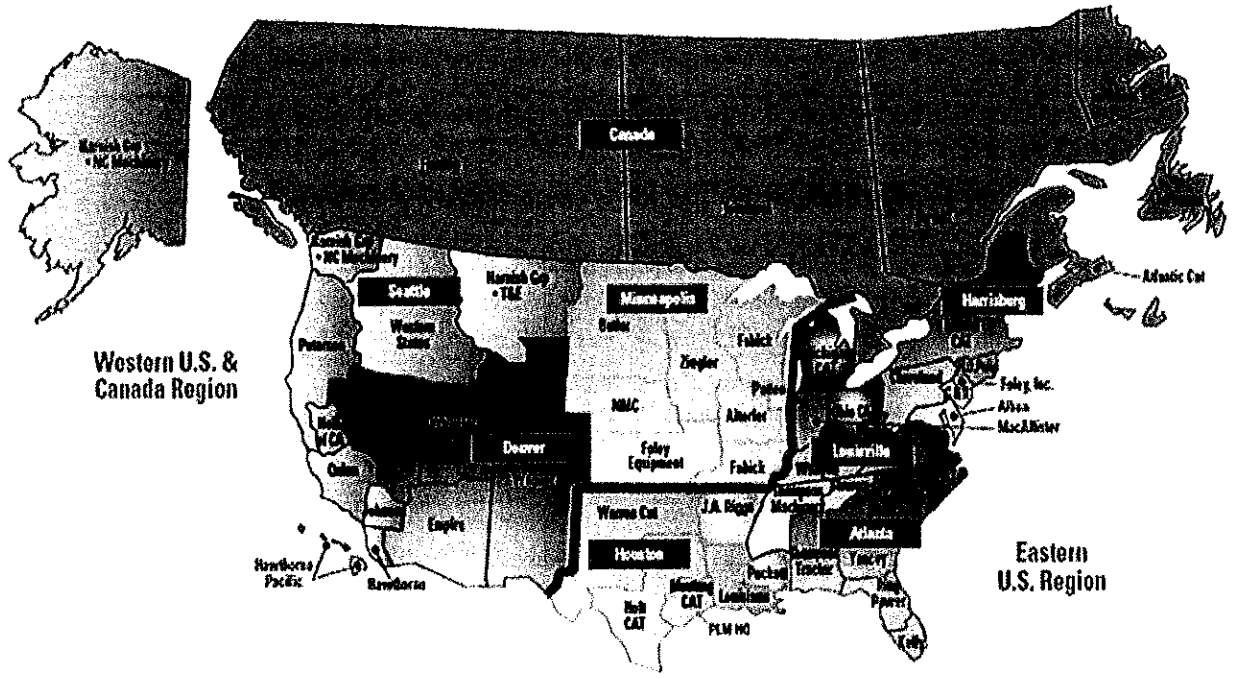


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development.

This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers)	Fuso Trucks
Broce Brooms	Mac Trailers
JLG (Man lifts)	Maintainer (Service Bodies)
Mega (Water tanks, Towers and Trailers)	Murray Trailers (Heavy Haul)
Genie (Man lifts and Telehandlers)	Trail King (Small to Heavy Haul)
Progressive Solar (Solar Power Light Plants)	UTB (Service Bodies)
Multiquip Power	Fleming Trailers
Sullair Air Compressors	
Rockland (Buckets and Dozer Blades)	
Paladin (Couplers and Attachments)	
CE Attachments (Attachments)	
Dymax (Attachments)	
Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners)	
Wain-Roy	
Agriculture	**Technology**
Challenger Tractors	Spectra Precision (Survey Instruments)
Massey Ferguson Tractors	Trimble (2D and 3D Grading Systems)
Rome (Construction Grade Discs and Plows)	Accugrade (Caterpillar Grade Control)
Woods (Scrapers and Mowers)	Seco (Surveying and Site Prep)
Gearmore (Attachments)	Laserline (Laser Controls)
Reynolds (Scrapers)	Apache (Grade Control, GPS and Lasers)
TG Schmeiser (Box blades, Land Levelers)	Level Best (Laser Grading Box)
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

6. Do you offer color choices for each product listed?

Caterpillar Response

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3. description of your policy addressing warranty issues related to:

   i. Major Component Failures
   ii. Engineering Deficiencies
   iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering Deficiencies, and Empire Machinery's standard response time to address

warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

INTENTIONALLY LEFT BLANK

Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations
- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council

- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

INTENTIONALLY LEFT BLANK



Image 2: US Dealer Locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific

a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing, Caterpillar's suggested Consumer Price List, be that which is used in the quotation of equipment for this contract by the supporting Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions.

In a rare situation where Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases

JAN2014:	0 to 3%	plus 0 to 5% if emissions related, and -14% on WHEX
JAN2015:	-2 to 4%	plus 0 to 4% emissions related
JAN2016:	-4 to 4%	plus 3% emissions on D6K, 815 and 816
JUL2016	0 to 2%	some paving equipment only
JAN2017:	0 to 4 %	

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? _X_Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be

successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

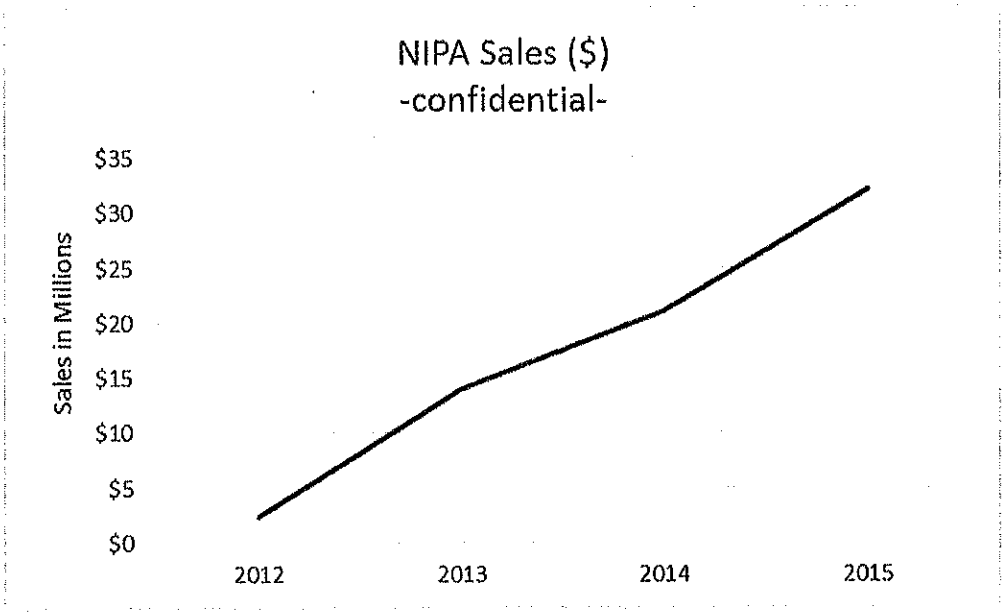
Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

Our success with the National IPA partnership has been outstanding. Our internal sales support staff as well as our dealers embrace the concept and fully understand how to use the program. Our results since signing the contract in 2012 have been impressive as the chart below demonstrates:



Please also refer to vendor's response section 2015 Year In Review

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

National IPA Exhibit A – National IPA Response for National Cooperative Contract

3. SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy that there are three main partners in our business – Caterpillar, Cat dealers and customers. All three elements must be successful individually for all three to be successful over the long term. It's a symbiotic relationship where all benefit when they all grow together. This success is evident in the fact that many of our dealers are owned by multiple generations of the same family and multiple generations of customers continue to purchase products and services.

B. Total number and location of sales persons employed by your company.

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

C. Number and location of support centers (if applicable).

Caterpillar products are sold and supported by our authorized dealer network of 49 dealers in the US and 4 in Canada. These dealers are established, independent businesses that understand well the needs of their local customers and communities. These dealers typically have the majority of parts on-hand and the national average for 24-hour availability is 99%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Each Cat dealer operates in multiple branch locations and uses parts drop boxes and mobile service trucks.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.



Image 1, Caterpillar Dealer Brach Operations

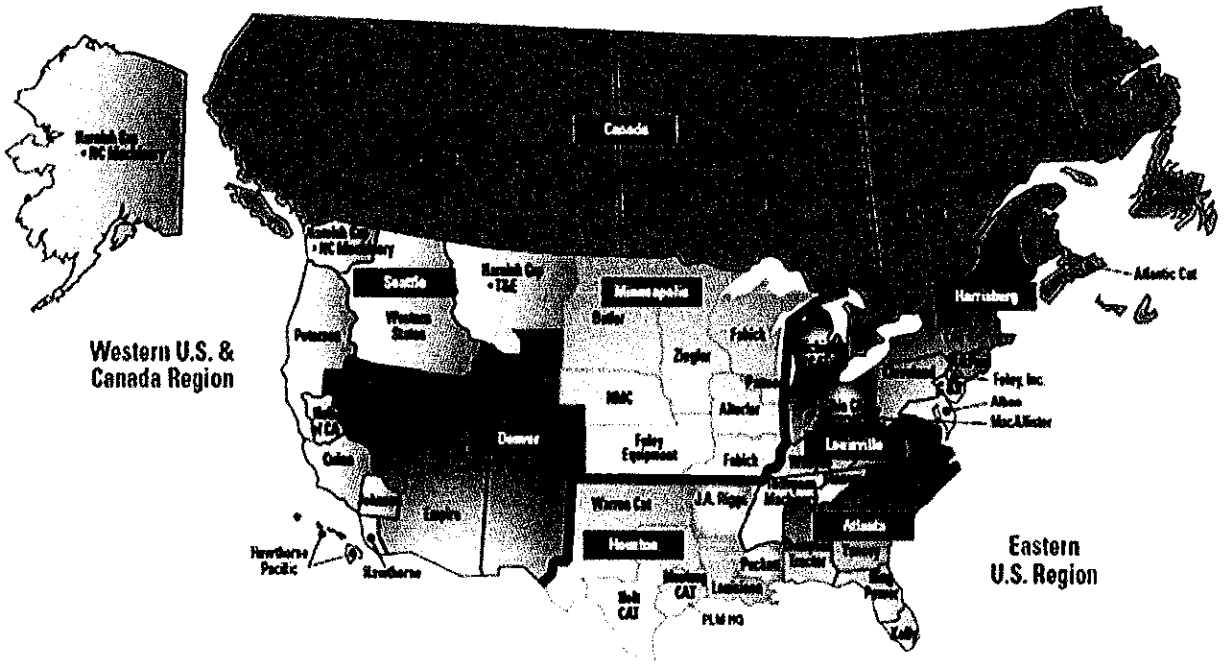


Image 2, Caterpillar North American Dealer Territories

D. Annual sales for the three previous fiscal years.

2013 – $55.6B
2014 – $55.1B
2015 - $47.0B

E. Submit your FEIN and Dunn & Bradstreet report.

Caterpillar's Employee Identification Number is 37-0602744

Please refer to vendor's response section Dunn & Bradstreet

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Caterpillar products and services are distributed principally through a worldwide network of independent dealers (dealer network), which includes 49 located in the United States, and 4 in Canada.

See Image 2, above.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American dealers and or their subsidiaries process, handle or ship the products / services to end users. Outside companies are used to transport equipment, but do not assume ownership.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong

Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

D. State any return and restocking policy and fees, if applicable, associated with returns.

N/A

E. Describe the full line of products and services offered by your company.

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments that are included in our offer.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by all Cat dealers and also included under this contract.

The purchasing of used equipment and the renting of equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

For the purposes of calculating the administrative fees associated with cooperative purchasing, only new Cat equipment sales will qualify as it is impossible for Caterpillar to track and measure sales of parts, service, used, rental, and allied equipment.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
Agree.

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Should Caterpillar be awarded the contract a formal announcement of the award will be made to Caterpillar's field force and Caterpillar's dealer network. We anticipate this first communication to take place within the first 30 days of final award.

Since the roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of end users nationwide.

We will continue to aggressively market the Master Agreement and continue ongoing sales training. The growth rate from the previous contract has been impressive and we have every reason to believe that the trend will continue.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
Agreed.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
Agreed.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
Agreed.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
Agreed as calendars and budgets allow.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
Agreed as calendars and budgets allow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
Agreed as budgets allow.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
Agreed.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
- National IPA standard logo;
- Copy of original Request for Proposal;

- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

Caterpillar internet standards will not allow a dedicated page on our website, however we will be able to make the information above accessible to customers and dealers. We strongly believe that directing customers to the National IPA webpage has an advantage over reproducing the information on our own site. Seeing the breadth and scope of additional contracts adds to the overall credibility of the concept.

Caterpillar has been very successful promoting the National IPA contract since it was first awarded. We intend to continue this promotion strategy. We will continue to work closely with the National IPA account manager and marketing teams to be certain we are working well together to pursue our mutual goal of growing contract sales.

While our marketing budget may prohibit executing some of the activities mentioned above, it is our intention to comply with the spirit of the section.

Additionally, many of our dealers have public websites that provide similar information to the market. The following is an example of Empire Machinery's web link:

http://www.empire-cat.com/cooperativepurchasing/?terms=city%20of%20Tucson

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Since roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Cat dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of our customers nationwide.

Caterpillar will encourage dealers and customers to embrace cooperative purchasing and we will ensure that there are no corporate roadblocks to adoption. However, ultimately, the decision to use contracts lies with the public agency itself. Therefore, transitions to the contract will take place at the pace that agencies feel comfortable.

Caterpillar presently holds two cooperative contracts. Those contracts are NJPA Heavy Equipment Contract #032515 and NJPA Alternative Energy / Generators Contract #080613. Caterpillar, through Caterpillar's Defense and Federal Products business unit, currently holds GSA contract #GS30F0018U.

For the purpose of this proposal, Caterpillar's NJPA Heavy Equipment Contract #032515 provides the same product offering and discount structure as is being submitted in this proposal.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Per corporate brand and legal guidelines, Caterpillar company logos can be used by National IPA pursuant to existing contract.

Caterpillar will request proper permission to use the National IPA logo as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

   Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages of the National IPA agreement.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

   Should Caterpillar be awarded the contract, Caterpillar will ensure that training and marketing materials associated with the Master Agreement will continue as described above.

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

   Patty Redpath
   Governmental Sales
   100 NE Adams St, Peoria, IL 61629
   Office: 309-494-4578
   Redpath_Patty@cat.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

   Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their service territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Brian Foster who serves as the Industry Sales Manager for Americas North.

   Brian Foster
   Americas North Sales Manager
   309-675-5181
   FOSTER_BRIAN_V@cat.com

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

   Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence.

   Cat dealer sales representatives have developed relationships with the National IPA sales representatives. As these relationships continue to grow, the results can be expected to grow as well.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

   The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual

dealer to identify those customers that would benefit from the program's use and will promote it accordingly.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- CONFIDENTIAL – Request confidential treatment –

Caterpillar's governmental sales in 2015 were $900M+ from 5,000+ units.

Customers who purchase Caterpillar equipment are ultimately the customers of the local Dealers who serve them. As such Caterpillar does not have all the contact information for customers requested here. Caterpillar also regards all customer transaction information as confidential and reserves the right to withhold such information.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar receives orders and payments from dealers. The equipment then becomes part of a dealer's inventory until sold to a customer. When a public agency decides to purchase a machine through this master contract, Caterpillar will offer additional support to the dealer via our post-sale credit system. The dealer will be required to submit the agency's name, address, member number and purchase amount. Caterpillar has no way to track sales of parts, service, used machines or rentals.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one
$ .00 in year two
$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar will not guarantee a minimum number of sales. Dealers and customers have high level of awareness about the contract. Sales should continue to grow as a result of their satisfaction with the process.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Caterpillar will report sales to National IPA when a customer has requested that the sale take place via the contract. In any other situation Caterpillar will consider the sale a non-contract sale and will not be responsible for any fees.

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting:

We are very pleased to submit Caterpillar Inc.'s proposal in response to RFP #161534. The attached document outlines our proposed exceptions to the RFP.

With more than 90 years of experience, Caterpillar has the in-depth knowledge and experience to undertake this initiative on behalf of the City of Tucson and complete it effectively. We, along with our dealer, Empire Machinery, appreciate the trust you've placed in us through your past purchases and we hope to continue this valued relationship.

We would be pleased to answer any questions you might have regarding our proposal. Thank you for the opportunity to submit these exceptions for your consideration.

Sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-266-0471

Caterpillar Inc. Exceptions

SCOPE OF WORK

A. GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer may present the ~~T~~training material ~~shall be presented~~ in a quality suitable for videotaping. Dealer and Contractor~~The City~~ reserves the right to allow or reject videotapinge part or all of the training provided at no additional cost to the agency.

6. REPAIRS. The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in first service. Transport of the vehicle will not be delayed more than one working day from date of notification.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

3. **PRICING:** Offerors shall confidentially provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. City and Dealer will work together to determine the City's loaner equipment requirements and the cost to the city for loaner equipment. For the City of Tuscon see Empire Cat's response.~~If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.~~

INSTRUCTIONS TO OFFERORS

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his or her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his or her designee, the City shall be deemed to have rejected the proposal or offer in part. The parties may agree to negotiate separate terms where the Director or his or her designee has not accepted a modification. ~~the contract provisions contained in the City's Request for Proposal shall prevail.~~

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and, subject to Section 12, shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. ~~Price is not confidential and will not be withheld.~~ If the confidential request is denied, such information shall be disclosed as public information, unless the Oefferor submits a formal written objection.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the applicable ~~Contractor~~ Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 7914566 or email at tax-license@tucsonaz.gov.

SPECIAL TERMS AND CONDITIONS

2. **SUBCONTRACTORS:** As set forth herein, Contractor goes to market through a network of authorized dealers. As such, City and the Department of Procurement hereby agree that certain obligations of Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

   City and Contractor acknowledge that Contractor authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein; and (b) have the right to establish their own specific resale prices and other terms and conditions of sale, none of which will be dictated by Contractor.

~~No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement.~~ All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **INSURANCE:** ~~The Contractor agrees to:~~For purposes of this Section 4, all references to "Contractor" shall be deemed to be references to "Dealer" alone.

9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the ~~Contractor~~applicable Dealer as a condition of their intended purchase transaction. If the ~~Contractor~~ Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

STANDARD TERMS AND CONDITIONS

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, ~~its successors, assigns and guarantors,~~ shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, ~~including claims of patent or copyright infringement,~~ damages, losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of ~~caused in whole or part by~~ Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors. ~~any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.~~

29. **PAYMENT:** It is the Dealer's discretion whether to accept credit card payments and under what circumstances it will accept credit card payments. It is noted t~~T~~he City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases and subject to the foregoing, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

38. **SUBCONTRACTS:** This Section 38 is made subject to the terms of Section 2 of the Special Terms and Conditions of this Contract. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by ~~the City~~any party, with or without cause, upon giving thirty (30) days written notice. ~~The City~~Any party, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commeneed to remedy within thirty days of receipt of notice of such failure. ~~T~~the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will ~~endeavor to~~ notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

ATTACHMENT A

EXHIBIT A

1.2 Marketing, Sales and Administrative Support

Suppliers are required to pay an administrative fee pursuant to Section 10 of Exhibit B, Monthly Reporting & Fees attached to~~of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under~~ this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and ~~the Supplier~~local authorized dealer (Contract Sales are reported to National IPA).

EXHIBIT B

NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by ~~the Supplier~~Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of ~~—%~~1% of the total new machine purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of new machines to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including

any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. On the 10th day of the month following the end of each quarter Supplier shall pay an ~~Such reports shall be accompanied by an~~ administrative fee ~~payment~~ in the amount indicated on the report as being due. Administrative fee payments are made for each calendar quarter. The administrative fee is~~are~~ to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or quarterly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

GENERAL PROVISIONS

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA; provided, however, National IPA understands the nature of Supplier's distribution network and that certain responsibilities may only be fulfilled by an authorized dealer. ~~.~~

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

RE: Request for Proposal Number 161534
Heavy Equipment, Parts, Accessories, Supplies and Related Services

On behalf of Caterpillar Inc. and Empire Machinery, we sincerely appreciate the opportunity to participate in RFP #161534 from the City of Tucson. We believe the current contract, #120377, is a very successful contract for all parties; City of Tucson, National IPA, National IPA Member Agencies, Caterpillar and CAT Dealers.

We believe Caterpillar's offer in RFP #161534, if awarded, has three major benefits to all parties that are currently utilizing Contract #120377.

One – Capitalizing On the Momentum of Contract #120377
Contract #120377 has grown more than 1700% since 2012, and has increased more than 50% every year through 2015.

Two – Caterpillar's Product Offering Far Exceeds Any Other Manufacturer
CAT offers 159 more individual machine models to the governmental market than our next closest competitor. The depth and breadth of these additional units represents three times more machines to service your needs, and results in potential multiples of higher revenue through the contract.

Three – CAT Dealers' Larger Infrastructure in Both Stores and People to Serving the US
Cat Dealers have the infrastructure in stores and people in numbers, greater than all our competitors combined. More and more CAT Dealer Sales Managers and Salespersons are discovering two major benefits of the City of Tucson/National IPA contract.

1. A nationally recognized municipality as the Lead Agency and,
2. A single award

When these features are presented, procurement staff and operating departments have much higher confidence and trust in the co-op bid process. U.S. Cat dealers continue to increase their presentations and visibility of the contract and thus secure the adoption by new and/or existing National IPA members. At Empire, we are experiencing an increased level of engagement, with our counterparts at other dealerships who are requesting our guidance and best practice suggestions- especially over the last 18 months as capital budgets have improved across the country.

The response will be separated into two sections. Section 3 and 4 is Cat only and Section 6 is a combined response, which will include the responses from both Caterpillar and Empire Machinery. This allows responses to be viewed together.

Caterpillar's response was prepared by Patty Redpath, Governmental Sales Account Manager based in Peoria, Illinois. Patty's response pertains to the scope of Caterpillar's responsibility, while remaining cognizant that each dealership and respective territory has their own business rules and local regulations. Caterpillar is not at liberty to make commitments in this response on behalf of all Cat dealers. Caterpillar's commitment is the pricing discount from their published list price on machines they manufacture. These will be available to every Caterpillar dealer in the United States in the event that a local agency requests to purchase from this contract, and that specific Caterpillar dealer agrees with both the pricing level offered and agrees to accept any additional terms the agency requires.

The dealer response is from Empire Machinery, referred to as "Dealer Response". Empire approached our submission as if we were preparing our proposal solely for the City of Tucson. Empire's business relationship with the City of Tucson is highly valued and is our primary focus. The Empire Machinery section should only be considered as a commitment of what Empire will provide the City of Tucson and other agencies in our Cat territory. If this submission provides particular value, it may be used in the NIPA marketing effort to potential agencies in understanding what a Caterpillar dealership is capable of, but in no way is meant to imply or represent that any other dealers can or will provide the exact scope or elements that Empire offers the City of Tucson.

In addition, Empire represents several products that Caterpillar does not manufacture, but were requested in the RFP. We refer to non-Caterpillar products at Empire as "Allied" products. These help enhance or complete the machines for applications our customers need. Additional information is included in the Empire section entitled "Allied Products".

Thank you for the opportunity to participate in this solicitation for the City of Tucson.

Sincerely,

Clinton Swapp
Sales Account Manager
520-240-8213
Clinton.Swapp@empire-cat.com

Mark McGee
Governmental Industry Manager
520-240-8292
Mark.McGee@empire-cat.com

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery will be providing a response to RFP #161534 on behalf of Caterpillar's Dealer network in an effort to support the terms included herein on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

-Confidential-

Caterpillar products (equipment, accessories, parts, repair and services) are sold and supported through Caterpillar's authorized Dealer network. These Dealers are established, independent businesses that understand the needs of their local

customers and communities. Across North America, the majority of Caterpillar Dealers have supported the needs of their local customers and communities for decades.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Caterpillar maintains 10 parts distribution warehouses throughout North America to ensure that almost all parts can reach our dealers within 24-48 hours. In addition to the Caterpillar owned parts inventory, Cat dealers collectively stock over $1 Billion in protective parts inventory to minimize downtime for their customers. Currently the national average for 24-hour parts availability is at a 99% fill rate.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability.

Please refer to subsection d below which expands on some of these capabilities.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium;

Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

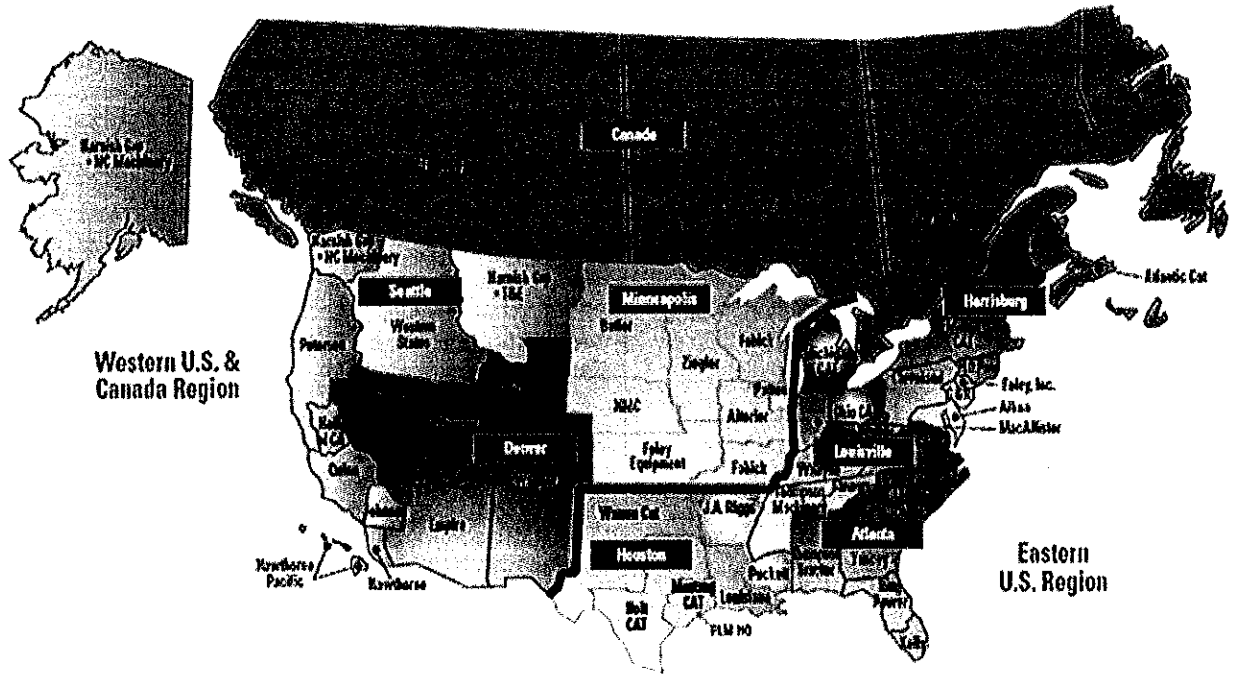


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment as described in Caterpillar's response. Cat Dealers also carry complementary products, that are non-CAT manufactured, that are available in this bid for purchase. These products are referred to as "Allied" products. Please see section 3) under Product, subsection 2. Identification and description of sub categories for a current list of Allied products.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development. This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions
Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving
Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools
In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied
There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed

in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

Caterpillar offers the largest number of individual models in the construction and governmental industry, as the table below illustrates. With 239 different models, Caterpillar offers more than 159 machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to customer's specific application in order to help achieve maximum utilization.

Number of unique machines by Manufacturer (Excludes Mining Products)	Caterpillar	John Deere	Komatsu	Volvo	Case	Bobcat
Wheel Loaders	20	15	8	13	12	5
Motorgraders	6	3	1	0	3	0
Dozers	11	7	7	0	6	0
Excavators (not including mining)	38	22	11	21	9	10
Articulated Trucks	6	5	2	5	0	0
Backhoe Loaders	5	4	3	2	2	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	11	10	24
Skip Loaders (Industrial Class)	1	1	0	0	1	0
Landfill Compactors	3	0	0	0	0	0
Landfill Dozers	6	1	3	0	3	0
Forest Machines – Governmental Class	12	7	7	7	2	0
Scrap/Demo Material Handlers	7	0	1	0	0	0
Off Highway Trucks – Governmental Class	4	0	2	0	0	0
Asphalt Rollers -- Governmental Class	23	0	0	7	10	0
Asphalt Pavers	8	0	0	6	0	0
Dirt Rollers and Compactors	28	0	0	5	4	0
Cold Planers	5	0	0	0	0	0
Reclaimers/Soil Stabilizers	3	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	8	0	0	0	0	0
Wheel Dozers – Governmental Class	2	0	0	0	0	0
Wheeled Excavators	8	0	0	3	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	239	77	45	80	62	39

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar doesn't market or manufacture. These products are commonly referred to in the industry as "Allied Products".

Empire Machinery, as well as the other CAT Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

The "Allied" products that are included, but not limited to, in this RFP are:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's 22 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 1,600 dedicated, tenured and committed employees
- 239 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- 36 Allied products that enhance production or reduce time on the job
- Over 540 trained service technicians
- Over 300 field service trucks
- 172 service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives
- $93 million in parts inventory
- 161,824 parts line items in stock
- 93.5% parts fill rate over-the-counter anywhere in the State
- 96.24% parts fill rate within 24 hours, anywhere in the State
- 98.3% parts fill rate within 48 hours, anywhere in the State
- 94.97% over-the-counter parts availability in Mesa
- 99.9% parts filled within seven business days, anywhere in the State
- Over 1,800 prime units and 3,000 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 60 heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the "success rate" are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and, in print where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have five dedicated international salesmen, plus 26 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 10%-15% higher net return over a typical disposal using an auction service.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Please see the list of website links that Empire has provided for the accessories, parts, and supplies offered:

Manufacturer and Dealer	Website
Caterpillar	www.cat.com
Empire Southwest	www.empire-cat.com
North America Caterpillar Dealers	http://www.cat.com/en_US/support/dealer-locator.html
Construction and Mining	**Website**
Allmand (Light Towers)	www.allmand.com
Broce Brooms	www.brocebroom.com
JLG (Man lifts)	www.jlg.com
Mega (Water tanks, Towers and Trailers)	www.megacorpinc.com
Genie (Man lifts and Telehandlers)	www.genielift.com
Progressive Solar (Solar Power Light Plants)	www.progressivesolarsolutions
Multiquip Power	www.multiquip.com
Sullair Air Compressors	www.sullair.com
Rockland (Buckets and Dozer Blades)	www.rocklandmfg.com
Paladin (Couplers and Attachments)	www.paladin.com
CE Attachments (Attachments)	www.ceattachments.com
Dymax (Attachments)	www.dymaxinc.com
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	www.weilerproducts.com
Wain-Roy	www.woodsequipment.com
Agriculture	**Website**
Challenger Tractors	www.challenger-ag.com
Massey Ferguson Tractors	www.masseyferguson.com
Rome (Construction Grade Discs & Plows)	www.romeplow.com
Woods (Scrapers and Mowers)	www.woodsequipment.com
Gearmore (Attachments)	www.gearmore.com
Reynolds (Scrapers)	www.reynoldsinternational.com
TG Schmeiser (Box blades, land levelers)	www.tgschmeiser.com
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	www.wilcoxap.com
On Road Industrial	**Website**
Fuso Trucks	www.mitfuso.com
Mac Trailers	www.mactrailers.com
Maintainer (Service Bodies)	www.maintainer.com
Murray Trailers (Heavy Haul)	www.murrytrailer.com
Trail King (Small to Heavy Haul)	www.trailking.com/trailers
UTB (Service Bodies)	www.unitedtruckbodies.com
Fleming Trailers	www.flemingtrailers.com
Technology	**Website**
Spectra Precision (Survey Instruments)	www.spectraprecision.com
Trimble (2D and 3D Grading Systems)	www.trimble.com
Accugrade (Caterpillar Grade Control)	www.Caterpillar.com/en
Seco (Surveying and Site Prep)	www.surveying.com
Laserline (Laser Controls)	www.laserlinemfg.com
Apache (Grade Control, GPS and Lasers)	www.apache-laser.com
Level Best (Laser Grading Box)	www.level-best.com

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- Caterpillar Standard Warranty - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- Caterpillar Extended Warranty – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- Powertrain Only – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- Powertrain and Hydraulics – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- Premier – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category

** Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

Engine & Accessories	Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components	✓	✓	✓
Valve Cover	✓	✓	✓
Oil Cooler BHL	✓	✓	✓
Radiator			✓
Exhaust/Muffler			✓
Manifolds	✓	✓	✓
Fan Motor	✓	✓	✓
Water Pump	✓	✓	✓
Fuel Injection Pumps	✓	✓	✓
Injectors	✓	✓	✓
Lift/Transfer Pump	✓	✓	✓
Senders/Solenoids/Sensors	✓	✓	✓
Thermostat	✓	✓	✓
Flywheel & Torque Converter	✓	✓	✓
Oil Pan Group	✓	✓	✓
Engine Oil Filter Mount **	✓	✓	✓
Turbocharger	✓	✓	✓
Pulleys **	✓	✓	✓
Starter			✓
Alternator			✓
AC Compressor/Condenser			✓
Electronic Control Modules	✓	✓	✓
Governor/Speed Controls & Linkages **	✓	✓	✓
Fuel Lines **	✓	✓	✓
Fuel Tank & Associated Parts			✓
Water Piping			✓
Oil Hoses/Lines			✓
Transmission/Hydrostatic/Driveline	**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Transmissions	✓	✓	✓
Final Drives/Planetary	✓	✓	✓
Drive Shafts	✓	✓	✓
Transfer Case	✓	✓	✓
Wet brake assemblies	✓	✓	✓
Hydrostatic Pumps & Drive Motors **		✓	✓
Linkage/Lines Connected to Hystat Pump **		✓	✓
Drive (pilot/eh) Control Valves **	✓	✓	✓
Senders/Sensors **		✓	✓

Axles		Powertrain	Powertrain + Hydraulics	Premier
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Differentials		✓	✓	✓
Hydraulic Systems		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty:

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering

Deficiencies, and Empire Machinery's standard response time to address warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted. Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide

customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owners expect all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs

associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model-by-model, term and hour specified basis.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i and Tier 4 Final since the Federal regulations were implemented.

Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, Empire owns and operates a DPF cleaning machine in our Phoenix store in the event of an unexpected supply disruption from Caterpillar.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

INTENTIONALLY LEFT BLANK

Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations

- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing

requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.



Image 2: US Dealer Locations

Dealer Response

All 22 Empire stores are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

EMPIRE LOCATIONS	TELEPHONE	ADDRESS	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye	623-925-3020	26403 MC 85 Buckeye	85326
Buckeye	623-474-0840	25630 W. Durango St.	85326
Casa Grande	520-374-3500	8901 W. Highway 287	85194
Deer Valley	623-760-1100	21230 N. Black Canyon Hwy., Phoenix	85027
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 E. Rutherford Dr.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa	480-633-4421	256 W. Juanita Ave.	85210
Nogales	520-287-6630	350 N. Mariposa Rd.	85621
Peoria	632-707-1700	9802 N. 91st Ave.	85345
Phoenix	602-333-5600	801 N. 44th Ave.	85009
Phoenix	602-627-5700	840 N. 43rd Ave., Phoenix	85009
Prescott	928-499-6001	3060 Centerpointe East Dr.	86301
Safford	928-387-8700	444 W. Old Country Club Rd.	85546
Show Low	928-532-2098	1501 E. Thornton St.	85901
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

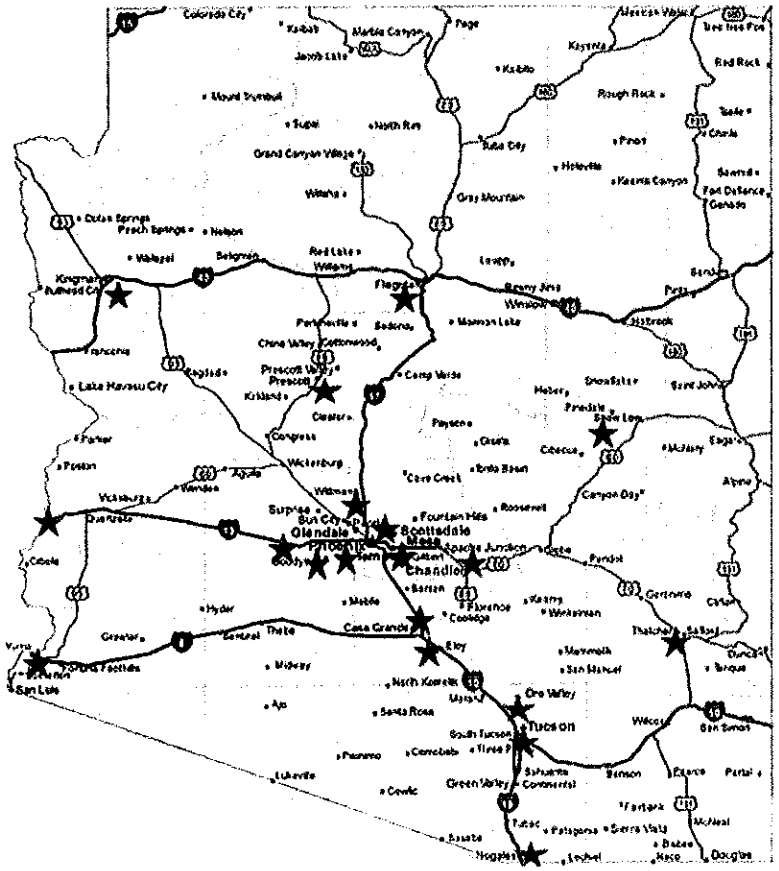


Image: Empire locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

As described in Caterpillar's response, Empire and other CAT Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- PM (Preventative Maintenance) Services

  PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

  - PM1 – Services the manufacturer recommends at 250 hours
  - PM2 – Services the manufacturer recommends at 500 hours
  - PM3 – Services the manufacturer recommends at 1,000 hours
  - PM4 – Services the manufacturer recommends at 2,000 hours
  - PM5 – Services the manufacturer recommends at 4,000 hours

  Empire and participating dealers can offer different options for these hour intervals including:

  - Parts only agreements
  - Parts and fluids only agreements
  - Parts, fluids, and labor agreements

Please see generalized chart below for the services performed at each PM interval.

	PM1 250 hours	PM2 500 hours	PM3 1000 hours	PM4 2000 hours	PM5 4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	X	X	X	X	X
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	X	X	X	X	X
Check all fluids levels such as Transmissions, Differentials, Tandems, Hydraulic, Steering, Coolant	X	X	X	X	X
Change fuel filters and fuel /water separators, clean fuel bowl screen (replace if neccessary)	X	X	X	X	X
Change Primary Air Filters	X	X	X	X	X
Check Coolant Condition - Freeze point	X	X	X	X	X
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (cen), ripper shanks)	X	X	X	X	X
Change cab A/C filters	X	X	X	X	X
Lubricate all grease points	X	X	X	X	X
Inspect and test all visible and safety systems	X	X	X	X	X
Change all filters this includes hydraulic filters, transmission filters, differentials filters if applicable		X	X	X	X
Change rear differential oil (Backhoe Loaders only on A.D. Models)		X	X	X	X
Change front wheel oil on off highway trucks		X	X	X	X
Change the Transmission oils, clean transmission screens and magnetic			X	X	X
Change swing drives oils on excavators, change differential and finals oils on backhoes			X	X	X
Change hydraulic oils on AG tractors, telehandlers, vibratory compactors only, change chain case oils on skid steer loaders			X	X	X
Change circle drive oil on motor graders			X	X	X
Change axle differential and final oils				X	X
Change tandem oil drive oils on motor graders				X	X
Change circle drive oils on motor graders according to OEM				X	X
Change hydraulic system oil					X

- **Total Maintenance and Repair (TM&R):**

  In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customers' needs.

  TM&R's can be customized by the customer, including the following:

  - With/without travel
  - With/without scheduled component rebuilds

- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling

Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

  This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

  Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

  The technician will usually perform:

  - Running repairs
  - Preventative maintenance services

  Other onsite services could include:

  - Daily inspections
  - Cleanings
  - Operational checks

  The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

  Additional "man on site" Inclusions or exclusions in most cases include the following:

  - Housing (when applicable)
  - Overtime rates

- Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
- Percentage of guaranteed availability

- **Daily Fuel and Lube Agreement**

  Empire, and participating dealers can provide daily fueling and grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

  Inclusions and exclusions in most cases include:

  - With/Without daily cleanings.
  - With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But, this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

Empire currently employs over 1,600 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 170 service bays and over 290 field service trucks, these highly skilled and trained Caterpillar trained

technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests nearly $3 million annually in technician, parts counter, and product support representative training. Over the last 65 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine

salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
    a. Walk around inspection
    b. Daily service points/lubrication
    c. Cab and controls
    d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
    a. Operator's station

b. Engine
c. Electrical system
d. Power train
e. Implement and steering hydraulic systems
f. Auxiliary hydraulic lines
g. Thumbs
h. Buckets
i. Couplers

5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
   a. Lubricants and fluids
   b. Towing
   c. Review PM checklist and procedures
      - 250 Hour
      - 500 Hour
      - 1000 Hour
      - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper techniques and safety, and why it's important. Initial training is focused on the student.

Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order

- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is CAT's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every CAT dealer in the United States for trading inventory. We have an excellent reputation of helping other CAT dealers

secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take. These outstanding "chits" help us secure earlier delivery several times a year and can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:

  Monday – Friday from 7:00 a.m. – 5:00 p.m.

After hours/emergency parts service is available by calling a store's main number. (Provided in section 4, subsection 2 under "Dealer Response") This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 65 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
  - Asset Utilization
    - Hours
    - Fuel
    - Operation
  - Current Location (Google Maps)
  - Health Watch
    - Fault Codes
    - Fluid Analysis
    - Inspections (Requires Mobile App)
  - Geo Fencing
  - PM Maintenance Tracking
  - Production Tracking (requires additional accessories)
    - Pay Load monitoring
    - Project monitoring
    - Mass haul monitoring
  - Vision Link also allows
    - Customized alerts
      - ✓ Type of alert and who is notified
    - Exporting data
    - Customize groups, sites and projects

Vison Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link will be supplied on all qualifying Caterpillar machines. Along with Product Link hardware, Caterpillar provides three years free subscription.

Product Link can be dealer installed for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on medium to large construction class machines. With the exception of backhoes, or skid steers, it will be included on most common machines the City of Tucson is likely to purchase from this contract. By early 2017, we believe every Caterpillar product will come with Product Link from the factory.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics

- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche1
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Is electronic invoicing available?

Machine invoices will be generated after receipt of City of Tucson purchase order at Empire. The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order
- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from EMPIRE to agency
- Machine configuration (if requested)\

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the attachment section of this RFP.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory

Dealer Response

As described in Caterpillar's response, in most cases working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both procurement and the user department, if procurement approves.

The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to

provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

Empire Machinery and other dealers across North America, who choose to participate, offer the following parts, service, rental, and accessories discounts as part of RFP#161534.

Dealer Related Parts, Service, Rentals and Accessories	Minimum List/Card Discount
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Filter Discount	20%
Fluid Discount with TM&R (Total Maintenance & Repair)	14%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Freight is calculated in three different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: On most small products Caterpillar defines as BCP, such as Skid Steers, Backhoes, Telehandlers, and Mini Excavators, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages.

- Caterpillar Managed Freight: On some regional type models such as medium Excavators, Caterpillar will add the freight to the invoice. Caterpillar dealers have zero control on this process. The cost to Empire, for this particular model, is noted specifically in the Caterpillar price pages.

- Empire Quoted: Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs.

  Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing, Caterpillar's suggested Consumer Price List, be that which is used in the quotation of equipment for this contract by the supporting Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions.

In a rare situation where Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases

JAN2014:	0 to 3%	plus 0 to 5% if emissions related, and -14% on WHEX
JAN2015:	-2 to 4%	plus 0 to 4% emissions related
JAN2016:	-4 to 4%	plus 3% emissions on D6K, 815 and 816
JUL2016	0 to 2%	some paving equipment only
JAN2017:	0 to 4 %	

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

Empire will honor our discount from Caterpillar list prices to the City of Tucson for the term of the awarded contract. However, as a dealer we have no control over when the manufacturer announces price increases or how much those increases will be. Over the last three years, the prices have changed hundreds of times. To avoid overwhelming this proposal with hundreds of example price increases, Empire will provide examples of the price increases associated with the seven Caterpillar models we have included below.

Typically, in September, Caterpillar announces an annual price increase that will affect machines and work tools shipping after January 1st of the following year. This is not based on order date, but ship date. If a tractor is ordered in August and is not going to ship until January, the tractor would be subject to the price increase for that model announced in September.

The price increase sheet is detailed by model and Empire has experienced price increases ranging from -1% to +8% over the past three years. In this time frame, Caterpillar has announced one mid-year price increase. It was announced approximately 90 days before taking effect and was rolled out as described above.

In regards to price list changes, Caterpillar modifies the price pages often. These adjustments affect base price, configuration item price, internal vendor change causing a reference number change, etc.

Listed below is the number of times Caterpillar made price adjustments between 01/01/2016 and 08/10/2016:

120M:	22 Price List changes
M316D:	15 Price List changes
D6K:	19 Price List changes
308E:	23 Price List changes
930:	36 Price List changes
12M2 AWD:	6 Price List changes
CB22:	11 Price List changes

Prior to 2006, most price increases followed the commodities markets of primarily oil and iron. Historically, this was a predictable 2%-3% per year. The most significant changes in pricing since 2006 have been the expense of manufacturers adding EPA emissions compliance packages. Some machines experience as much as +8% in 12 months.

We expect Caterpillar will return to a more stable range of price increases that more generally follow the U.S. inflation rate. The long range indicators/indices for predicting construction machinery will continue to be U.S. labor rates, and energy and steel. As one of the largest steel consumers in the world, Caterpillar blends long and short term contracts on steel and other commodities to help absorb shocks to these markets, in an effort to help its dealers and customers adjust. At the time of this writing, Empire does not anticipate significant changes that would affect the expected return to standard 2%-3% annual price increases.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the attachments section of this RFP.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response (only)

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network

brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

Dealer Response

References:

City of Phoenix
Contact: Bonnie Shockley, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-534-2129
bonnie.shockley@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

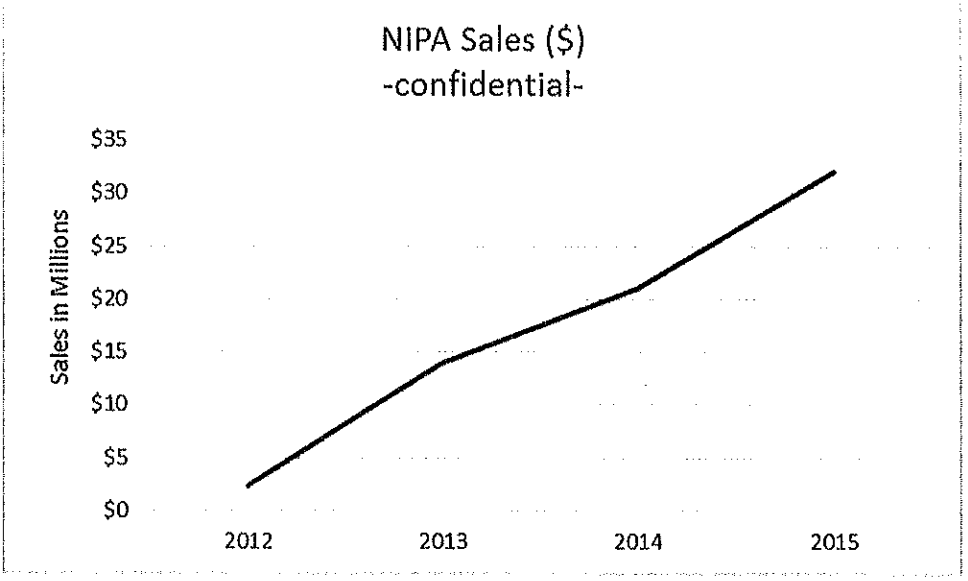
Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

Our success with the National IPA partnership has been outstanding. Our internal sales support staff as well as our dealers embrace the concept and fully understand how to use the program. Our results since signing the contract in 2012 have been impressive as the chart below demonstrates:



Please also refer to vendor's response section 2015 Year In Review

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery's response is for Empire's territory only. All CAT dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 540 trained technicians throughout Empire's territory. These technicians are highly trained and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 190+
- Service Trucks: 300+
- In Shop Technicians: 330+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 90 Shop Leadspersons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians in EMPIRE's stores have over 25 years' experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO9000/2001 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO/9000/2001 Certified)
- Empire Transport – Heavy haul with a fleet of 60 trucks and capable of hauling loads up to 180,000 lbs. in the event of any emergency

- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses
- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 120,000 samples annually (ISO9001; 2001 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 400 factory certified technicians and EMPIRE's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with EMPIRE's most experienced technicians (12 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

Account : CATERPILLAR INC.

D-U-N-S® Number: 00-507-0479 - CATERPILLAR INC.
Account Number: CAT1
Trade Names: CATERPILLAR
Endorsement/Billing Reference: Wilson_Alex_D@cat.com

D&B Address	
Address	100 Ne Adams St Peoria, IL, US - 61629
Phone	309 675-1000
Fax	309-675-1076
Location Type	Headquarters
Web	www.caterpillar.com

Account Address	
Address	100 NE ADAMS ST PEORIA, IL, US - 616290001
Phone	309-675-1000
Fax	309-675-1076

Assigned to: Credit Department
Account Created: 08/31/2016
Last View Date: 10/05/2016
Last Review Date: 10/05/2016
Last Import Date: 08/31/2016
Endorsement : Wilson_Alex_D@cat.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Credit Limit	**Unavailable**	
Credit Limit - D&B Conservative	**1,000,000.00**	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	**1,000,000.00**	Based on profiles of other similar companies.
PAYDEX®	**70**	Paying 15 days past due
Commercial Credit Score Percentile	**39**	Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	**67**	Moderate Risk of severe financial stress.
D&B Viability Rating		View More Details
Bankruptcy Found	**No**	
D&B Rating	**5A3**	5A indicates 50 million and over, Credit appraisal of 3 is fair

Account Review Reasons

Status: Credit Increase Recommended **Credit Increase Recommended:** An automated review triggered a recommended action of "Credit Increase Recommended" on 10/05/2016. D&B was your source of business information to make this decision.

The **"Low Risk 2-3.99"** rule triggered this review because of the following conditions:

Condition	Value
Cat Existing Scorecard Is Between 2.00 AND 3.99	3.85

Based on the "Credit Increase Recommended" rule the

credit terms are :

	Recommended	Latest Actual
Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	No instructions provided for this Review.	No instructions available.

The recommended credit terms were based on the following:

Condition	Value
Account ReviewRule	Credit Increase Recommended Rule

The following information was used to calculate the CLM:

Expression: (Caterpillar Input 3) * 5

▸ Previous 10 Credit Terms

Credit Terms prior to review on 10/05/2016

Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	Not Set	Not Set

Financials Statement Source: EDGAR | Interim | 06-30-2016

Credit Terms prior to review on 08/31/2016

Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	Not Set	Not Set

Financials Statement Source: EDGAR | Interim | 06-30-2016

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

7
Days

Dollar-weighted average of **1128** payment

experiences reported from **239** Companies

Recent Derogatory Events

	Aug-16	Sep-16	Oct-16
Placed for Collection	-	-	500 on 1 acct
Bad Debt Written Off	-	-	-

D&B Viability Rating

1	**Viability Score: 1**
3	**Portfolio Comparison: 3**
A	**Data Depth Indicator: A**
4A	**Company Profile: A**

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Large	Established

Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	DOUGLAS R OBERHELMAN, CHB-CEO
Stock Symbol	CAT
Year Started	1925
Employees	105700 (1176 Here)
SIC	3531 , 3519
Line of business	Mfg construction & mining equipment, diesel & natural gas engines, industrial gas turbines, & diesel-electric locomotives
NAICS	333120
History Status	CLEAR
Financial Condition	GOOD

Stock Performance

CAT : **89.50** ↑ 2.00 (2.28%)

Previous Close: 87.52

Volume: 4197372.00

Daily High: 89.88

Daily Low: 88.05

52-Week High: 89.20

52-Week Low: 56.37

P/E: 57.3718

Market Cap: 52,288,690,700

EPS: 1.56

Div/Yield: 3.45

FirstRain Company News

- **New Cat R1700K underground loader designed**
  2016-10-05T09:22:06 AKDT 9:22 AM-Mining
- **YieldBoost Caterpillar From 3.5% To 5.8%**
  2016-10-05T08:06:23 AKDT 8:06 AM-NASDAQ.com
- **Better Buy: Caterpillar Inc. vs. Illinois Tool**
  2016-10-05T07:50:24 AKDT 7:50 AM-FOX Business
- **Caterpillar Inc. (CAT) Stock Did Its Job. Cut**
  2016-10-05T04:07:36 AKDT 4:07 AM-Investor Place
- **Kim Hauer pursues new opportunity**
  2016-10-05T02:18:07 AKDT 2:18 AM-World Coal
- **Caterpillar : Exhaust Manifold for Caterpillar**
  2016-10-05T00:00:30 AKDT 12:00 AM-4-Traders
- **SAE International to Honor Caterpillar VP**
  2016-10-04T20:29:45 AKDT 8:29 PM-Houston
- **How Middle America became Trump country**
  2016-10-04T15:36:27 AKDT 3:36 PM-MSN CA
- **Caterpillar Inc. Files Forms 4**
  2016-10-04T15:09:06 AKDT 3:09 PM-PR Newswire
- **H.O. Penn Holds SITECH Demo Open House at**
  2016-10-04T11:55:54 AKDT 11:55 AM-Construction
- **Caterpillar Oil & Gas launches G3516J gas**
  2016-10-04T08:35:37 AKDT 8:35 AM-Oil Review
- **Caterpillar Factory Purchased by MN Company**
  2016-10-03T22:49:06 AKDT 10:49 PM-WTAQ
- **Caterpillar : CAT 794 AC MINING TRUCK**
  2016-10-03T08:05:31 AKDT 8:05 AM-4-Traders
- **Seeing Machines receives Caterpillar boost**
  2016-10-02T23:08:46 AKDT 11:08 PM-ProActive
- **Caterpillar, Inc. (NYSE:CAT) Is Expected To**
  2016-10-02T10:17:36 AKDT 10:17 AM-Realist

- Caterpillar : $313,154 Federal Contract
  2016-10-01T04:05:36 AKDT 4:05 AM-4-Traders
- Peoria business benefits from laid-off
  2016-09-30T07:54:26 AKDT 7:54 AM-Pekin
- Caterpillar: Did Cramer Call A Top?
  2016-09-30T06:21:47 AKDT 6:21 AM-Seeking Alpha
- Cat's exit no disaster after all
  2016-09-29T19:16:39 AKDT 7:16 PM-The Advocate
- Caterpillar (CAT) Announces Price Action of
  2016-09-29T13:18:54 AKDT 1:18 PM-
- Caterpillar Wins 2016 ANNY Excellence In
  2016-09-29T12:30:44 AKDT 12:30 PM-SeattlePi.com
- Caterpillar Uptrend Faces Major Obstacles
  2016-09-29T11:49:21 AKDT 11:49 AM-
- Caterpillar no longer a dog, rising 7% in two
  2016-09-29T09:02:13 AKDT 9:02 AM-Seeking Alpha
- Caterpillar Affirms Commitment to Egypt's
  2016-09-29T07:55:51 AKDT 7:55 AM-Caterpillar Inc.
- Jim Cramer -- It's Time to Stop Betting Against
  2016-09-29T06:31:21 AKDT 6:31 AM-The Street
- Caterpillar Inc. (CAT) Surged To A New High
  2016-09-29T03:31:45 AKDT 3:31 AM-RTTNews
- Congratulations to the Winners of San
  2016-09-28T20:53:39 AKDT 8:53 PM-Austmine
- Caterpillar Inc. (CAT) Shares Sold by
  2016-09-28T18:47:56 AKDT 6:47 PM-The Olympia
- Asphalt compaction seeing major technical
  2016-09-28T16:19:02 AKDT 4:19 PM-World
- Wall Street closed in the green again on OPEC
  2016-09-28T12:58:27 AKDT 12:58 PM-Forex Street
- Caterpillar Is Breaking Out to New Highs -- and
  2016-09-28T10:12:32 AKDT 10:12 AM-The Street
- Infocast's 4th Additive Innovation Summit
  2016-09-28T08:03:51 AKDT 8:03 AM-PRWeb
- How's Caterpillar Doing? Check These 2
  2016-09-28T07:13:08 AKDT 7:13 AM-The Street
- Caterpillar : 35TH ANNIVERSARY OF THE CAT
  2016-09-28T07:07:33 AKDT 7:07 AM-4-Traders
- Caterpillar : NEW CAT PROXIMITY
  2016-09-28T07:03:09 AKDT 7:03 AM-4-Traders
- 2 New Equity REITs In My 85 Stock Portfolio:
  2016-09-28T00:37:13 AKDT 12:37 AM-Seeking
- MCFA appoints Towlift as Pittsburgh dealer
  2016-09-27T09:43:34 AKDT 9:43 AM-Refrigerated &
- Excited About Caterpillar Inc.'s Latest Big Buy
  2016-09-27T03:37:21 AKDT 3:37 AM-FOX Business

- 2016-09-27T03:12:44 AKDT 3:12 AM-The Street

- **Caterpillar Goes Beyond the Iron at MINExpo**
  2016-09-26T13:06:21 AKDT 1:06 PM-CNBC

- **NowNS: International experience makes local**
  2016-09-26T11:04:45 AKDT 11:04 AM-The Chronicle

- **Caterpillar eyes a brighter future ahead of**
  2016-09-25T20:41:21 AKDT 8:41 PM-Mining

- **Caterpillar (world's No.1 heavy machinery**
  2016-09-25T18:06:38 AKDT 6:06 PM-NASDAQ.com

- **Caterpillar sees green shoots in mining, but**
  2016-09-24T16:43:38 AKDT 4:43 PM-MINING.com

- **Caterpillar Gives the Gift of Power to St. Luke's**
  2016-09-24T15:20:45 AKDT 3:20 PM-PR Newswire

- **American workers out, foreign workers in**
  2016-09-23T13:18:23 AKDT 1:18 PM-

- **Caterpillar Vice President Kim Hauer to Pursue**
  2016-09-23T07:55:18 AKDT 7:55 AM-Caterpillar Inc.

- **Nick in the AM: At least one media source**
  2016-09-23T05:51:23 AKDT 5:51 AM-The Peoria

- **From manufacturing to innovative design**
  2016-09-23T00:32:54 AKDT 12:32 AM-Engineers

- **QUT to Lead a Project with Caterpillar for**
  2016-09-22T18:53:23 AKDT 6:53 PM-Austmine

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	03/06/07
Suits	4	03/11/16
UCCs	722	08/09/16

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

1	Viability Score	Lowest Risk:1	Highest Risk:9

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 1 have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 1: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

3	Portfolio Comparison	Lowest Risk:1	Highest Risk:9

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Low Risk**
- Businesses ranked 3 within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 3 with this model segment: **15 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

A	Data Depth Indicator	Predictive Data:A	Descriptive Data:G

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

A	Company Profile	Financial Data	Trade Payments	Company Size	Years in Business
		Available	**Available** (3+ Trade)	**Large**	**Established**

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available** (3+ Trade)
- Company Size: **Large** (Employees: 50+ or Sales: $500K+)
- Years in Business: **Established** (5+)

This information may not be reproduced in whole or in part by any means of reproduction.

© 2005-2016 Dun & Bradstreet, Inc.

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Casualty Insurance Program*

Caterpillar Inc. assumes a major retention for its general liability exposures (including product liability) and auto liability exposures (except where required by state statute). This retention is consistent with Caterpillar's net worth and cash flows.

If Caterpillar's net worth drops below $1 Billion, insurance certificates will be issued. Caterpillar Inc. has in place catastrophic excess liability coverage.

Please contact (309) 675-4645 if you have any questions.

CATERPILLAR®

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Property Insurance Program*

Caterpillar Inc. assumes a major retention for its corporate property exposures. This retention is consistent with Caterpillar's net worth and cash flows. Catastrophic protection purchased is consistent with other corporations of our size.

Caterpillar Inc. will honor its responsibilities assumed under any agreement.

Please contact (309) 675-8400 if you have any questions.

CATERPILLAR®

Effective with sales to the first user on or after July 1, 2016

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued...

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.
NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2016 Caterpillar All Rights Reserved.

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Effective with sales to the first user on or after January 1, 2014.

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks.

Allowance (%) = (1-Track hours /1000 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side....)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2016 Caterpillar All Rights Reserved.
CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Re: Due November 4 -- Exemption request for business license

Tax-License Tax-License to: Schreifels_Ann_M 10/26/2016 03:43 PM
Cc: "Jeffrey Whiting"

Caterpillar: Confidential Green Retain Until: 11/25/2016
History: This message has been forwarded.

Ms. Schreifels,

Since Caterpillar Inc will have a business location within Tucson city limits, Caterpillar will need a city business license. If the office in Tucson is not selling any items, then it will not need a City of Tucson tax license.

You can contact the license section at 520-791-4566 regarding a business license. You can also register for a business license using the City's e-tax system.
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tucsonaz.gov_finance&d=DQIFAg&c=p0oa49nxxGtbbM2qgM-GB4r4m9OlGg-sEp8sXylY2aQ&r=WMM-Ht51y52fzXNRZvP2tBVTk26SHHwUPGwOJAl6F28&m=HPFwjLMGClbmrODIDUKpY0AsADLvILKVeSz0jgvqgbw&s=APhmU16iI7x-JCKk_KSfzLwib00MZic_U0NiNPME11Q&e=

Thank you.

Pam

>>> "Ann M. Schreifels" <Schreifels_Ann_M@cat.com> 10/14/2016 11:47 AM >>>
Hello,

I'm writing behalf of Caterpillar Inc. We are responding to a City of Tucson RFP (#161534) and one of the requirements is to either hold a City of Tucson business license or receive a written determination from your office that a business license is not required.

Though we are responding as a manufacturer, it is our local dealer, Empire Machinery, who will conduct all business with the city. Caterpillar will never directly sell equipment nor collect any funds. This is how we are currently doing business and we are not requesting any changes. (Empire Machinery does have a current City of Tucson business license.)

Would you be able to confirm in writing that Caterpillar Inc. is not required to hold a business license for the purposes of this RFP?

The City of Tucson contract officer leading this RFP is Jeffrey Whiting and either he or I would be happy to clarify this request.

Thank you very much,

Ann Schreifels
Americas Marketing Supervisor
Governmental Sales & Business Processes
Global Construction & Infrastructure
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: 309-266-0471 | Tie: 7-726-0471 | C: 309-338-5976

City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: General Freight Trucking, Local

Issue Date: December 31, 2015

Expiration Date: December 31, 2016

Owner:
EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2016

Non-Transferable

3006282

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2016

Please refer to license number in all correspondence.

By _____
Finance Director

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

TO: Jeffrey Whiting, Contract Officer
City of Tucson, AZ

FM: Patty Redpath, Governmental Account Manager
Caterpillar Inc.

RE: Payments for purchases under RFP #161534

As requested in the RFP, this note constitutes formal notice that payments by the City of Tucson for products and services under this contract should be made to our authorized dealer, Empire Machinery.

Payments should be directed to:

Empire Machinery
7000 S. Nogales Highway
Tucson, AZ 85756-9640
Phone: 520-746-8200

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

TO: Jeffrey Whiting, Contract Officer
City of Tucson

FM: Ann Schreifels
Governmental Sales Manager

RE: Price Discounts and Price Pages

Caterpillar does not have a typical product catalog or price pages. Because our machines and equipment are relatively low volume products and often created to customer specifications, we don't have a static document to attach here. With more than 300 products that each have a detailed 20- 40-page price list, we also didn't feel it was in the best interest of the City's environmentally conscious policies.

The City of Tucson can request current price pages from Caterpillar Inc, or from Empire Machinery at any time.

Because our pricing model under this contract is a minimum discount off of list price, those discounts are attached here. Working with the local sales representative to configure the machine correctly and then applying the discount will result in the contract price indicated in this proposal.

Please feel free to reach out to me at 309-338-5976 or to Patty Redpath at 309-494-4578 if you are not able to reach a local Empire Machinery contact.

Cooperative Contracts 2017 - City of Tucson RFP Response

Machine Model*	New Equipment
2016	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Articulated Trucks	
725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks	
770	10.00%
773	10.00%

Landfill Compactors	
816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors	
814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders	
903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders	
953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar Oct. 7, 2016 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	

C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List)	
(EPA & CARB Tier 4 Final Emissions Certified)	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGBN" Caterpillar Price List)	
750 kW 480 Volt	33%
800 kW 480 Volt	33%
C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PKGN" Caterpillar Price List)	
1000 kW 480	37%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGAN" Caterpillar Price List)	
480 V, Standby Rating Only - 1500 kW	33%
12470 V, Standby Rating Only - 1500 kW	33%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGAG" Caterpillar Price List)	
480 V, Standby Rating Only - 2000 kW	33%
12470 V, Standby Rating Only - 2000 kW	33%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	32%
High Voltage - Standby Rating Only - 2000 kW	32%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	32%
High Voltage - Standby Rating Only - 2250 kW	32%
3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2500 kW	30%
High Voltage - Standby Rating Only - 2500 kW	30%
3516-PGDL, 2MW, 2.5MW	32%
3516-PGEL, 2MW, 2.5MW Tier 4 Final	19%
G3412, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3508EPG" Caterpillar Price List)	17%
G3412PGG Standby, 375kW, 450kW, 500kW	26%
G3512NL Stationary Certified 831bkW, 1095bkW	17%
G3516, 60 HZ, 1800 RPM, 3 Phase, 240 or 480 Volt, Self Excited	
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
1040 eKW - Standby	17%

G3516, 60HZ, 1200 RPM, 3 Phase, 480 Volt
(Reference the "PSNA-EPG-F_G3516AEPG" Caterpillar Price List) 17%

G3516H, 60HZ, 1500 RPM, 3 Phase
(Reference the "PSNA-EPG-F_G3516HNG" Caterpillar Price List) 17%

G3520H, 60 HZ
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List) 17%

G3520, 60 HZ, 2055, 1900, or 1600 eKW
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List) 17%

CG132, CG170, CG260 (custom) 15%

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.
Each quote is custom for the specific application.
However, members will receive a 15% discount off of the configured list price from each member's local dealer.

C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
4000 kW (with Fan Rating) 24%

C175, 60 HZ, 3000 kW (EPA Tier 4)
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 19%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 26%
3100 kW (without Fan Rating) 26%

G30PGAN, 30kW

G80PGAN, 50kW, 60kW, 80kW

G150PGAN, 100kW, 125kW, 150kW

Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%
G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%

APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)
20 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)
30 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)

XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)*	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)*	
320 kW* (3 phase or 1 phase)	23%
XQ375BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ375BN" Caterpillar Price List)*	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)*	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)*	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified) *(Reference the "XQ2000N" Caterpillar Price List)*	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply) **60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)**	
UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kVA)	20%
Plus all price list related options	20%
UPS (Uninterruptible Power Supply) **Flywheel Options** **(Reference the "UPS300AG" Caterpillar Price List)**	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

Caterpillar Sourced Goods & Support Services Multiplier (Power Systems Only)

Sourced Goods & Support Service Provided	National IPA Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.

Allied Products Discount Table	
Construction and Mining	**Minimum List/Card Discount**
Allmand (Light Towers)	18.00%
Broce Brooms	9.00%
JLG (Man lifts)	22.00%
Mega (Water tanks, Towers and Trailers)	8.00%
Genie (Man lifts and Telehandlers)	20.00%
Progressive Solar (Solar Power Light Plants)	10.00%
Multiquip Power	24.00%
Sullair Air Compressors	28.00%
Rockland (Buckets and Dozer Blades)	8.00%
Paladin (Couplers and Attachments)	8.00%
CE Attachments (Attachments)	12.00%
Dymax (Attachments)	8.00%
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	10.00%
Wain-Roy	11.00%
Agriculture	
Challenger Tractors	13.00%
Massey Ferguson Tractors	13.00%
Rome (Construction Grade Discs and Plows)	13.00%
Woods (Scrapers and Mowers)	13.00%
Gearmore (Attachments)	13.00%
Reynolds (Scrapers)	13.00%
TG Schmeiser (Box blades, Land Levelers)	13.00%
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	13.00%
On Road Industrial	
Fuso Trucks	7.50%
Mac Trailers	8.40%
Maintainer (Service Bodies)	6.00%
Murray Trailers (Heavy Haul)	2.00%
Trail King (Small to Heavy Haul)	7.00%
UTB (Service Bodies)	8.40%
Fleming Trailers	8.40%
Technology	
Spectra Precision (Survey Instruments)	12.00%
Trimble (2D and 3D Grading Systems)	12.00%
Accugrade (Caterpillar Grade Control)	12.00%
Seco (Surveying and Site Prep)	12.00%
Laserline (Laser Controls)	12.00%
Apache (Grade Control, GPS and Lasers)	12.00%
Level Best (Laser Grading Box)	10.00%
Unlisted and Future Allied Suppliers	
All unnamed supplies will have a minimum of 40% off the Standard Dealer Discount from the Manufacturer's List Price	
Example: Unnamed Manufacturer Dealer Discount Off List	10%
40% Off the Standard Dealer Discount	4%
Minimum Discount Offered under RFP #161534	4%

Dealer Related Parts, Service, Rentals and Accessories	
Dealer Related Parts, Service, Rentals, and Accessories	**Minimum List/Card Discount**
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Filter Discount	20%
Fluid Discount with TM&R (Total Maintenance & Repair)	14%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery will be providing a response to RFP #161534 on behalf of Caterpillar's Dealer network in an effort to support the terms included herein on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

-Confidential-

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	

Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many

dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

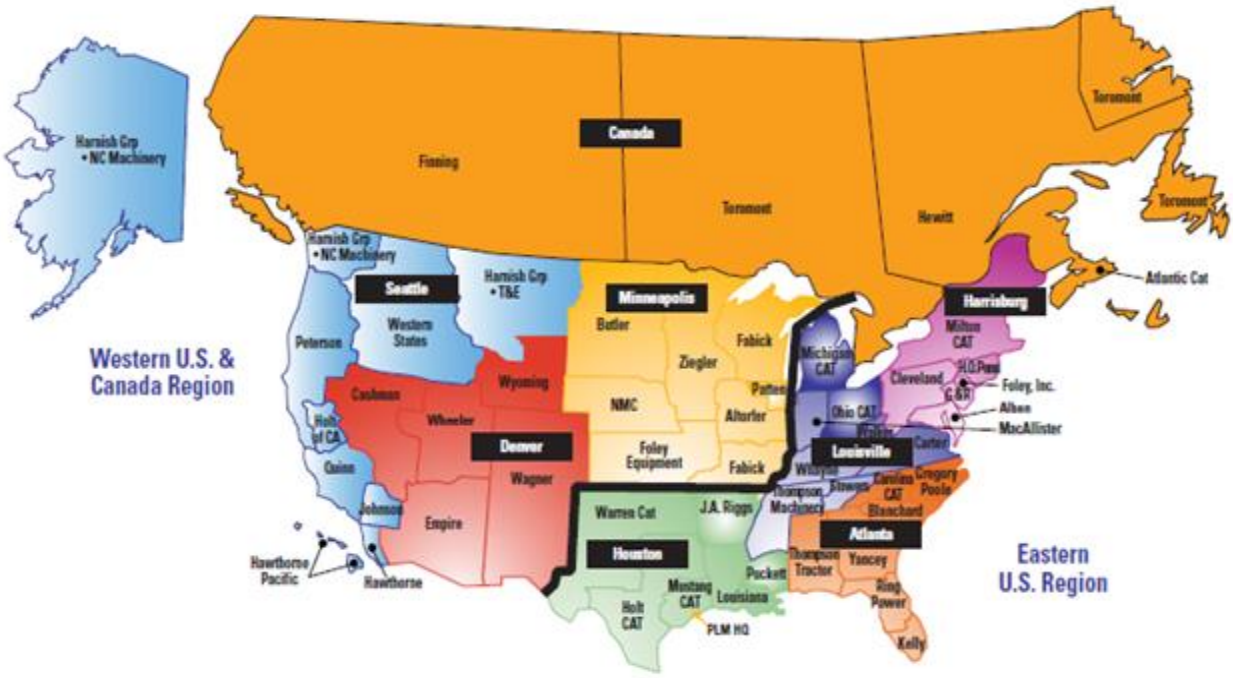


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment as described in Caterpillar's response. Cat Dealers also carry complementary products, that are non-CAT manufactured, that are available in this bid for purchase. These products are referred to as "Allied" products. Please see section 3) under Product, subsection 2. Identification and description of sub categories for a current list of Allied products.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment

As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development. This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed

in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	**On Road Industrial**
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

Caterpillar offers the largest number of individual models in the construction and governmental industry, as the table below illustrates. With 239 different models, Caterpillar offers more than 159 machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to customer's specific application in order to help achieve maximum utilization.

Number of unique machines by Manufacturer (Excludes Mining Products)	**Caterpillar**	**John Deere**	**Komatsu**	**Volvo**	**Case**	**Bobcat**
Wheel Loaders	20	15	8	13	12	5
Motorgraders	6	3	1	0	3	0
Dozers	11	7	7	0	6	0
Excavators (not including mining)	38	22	11	21	9	10
Articulated Trucks	6	5	2	5	0	0
Backhoe Loaders	5	4	3	2	2	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	11	10	24
Skip Loaders (Industrial Class)	1	1	0	0	1	0
Landfill Compactors	3	0	0	0	0	0
Landfill Dozers	6	1	3	0	3	0
Forest Machines – Governmental Class	12	7	7	7	2	0
Scrap/Demo Material Handlers	7	0	1	0	0	0
Off Highway Trucks – Governmental Class	4	0	2	0	0	0
Asphalt Rollers – Governmental Class	23	0	0	7	10	0
Asphalt Pavers	8	0	0	6	0	0
Dirt Rollers and Compactors	28	0	0	5	4	0
Cold Planers	5	0	0	0	0	0
Reclaimers/Soil Stabilizers	3	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	8	0	0	0	0	0
Wheel Dozers – Governmental Class	2	0	0	0	0	0
Wheeled Excavators	8	0	0	3	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	239	77	45	80	62	39

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar doesn't market or manufacture. These products are commonly referred to in the industry as "Allied Products".

Empire Machinery, as well as the other CAT Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

The "Allied" products that are included, but not limited to, in this RFP are:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's 22 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 1,600 dedicated, tenured and committed employees
- 239 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- 36 Allied products that enhance production or reduce time on the job
- Over 540 trained service technicians
- Over 300 field service trucks
- 172 service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives
- $93 million in parts inventory
- 161,824 parts line items in stock
- 93.5% parts fill rate over-the-counter anywhere in the State
- 96.24% parts fill rate within 24 hours, anywhere in the State
- 98.3% parts fill rate within 48 hours, anywhere in the State
- 94.97% over-the-counter parts availability in Mesa
- 99.9% parts filled within seven business days, anywhere in the State
- Over 1,800 prime units and 3,000 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 60 heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the "success rate" are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and, in print where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have five dedicated international salesmen, plus 26 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 10%-15% higher net return over a typical disposal using an auction service.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Please see the list of website links that Empire has provided for the accessories, parts, and supplies offered:

Manufacturer and Dealer	Website
Caterpillar	www.cat.com
Empire Southwest	www.empire-cat.com
North America Caterpillar Dealers	http://www.cat.com/en_US/support/dealer-locator.html
Construction and Mining	**Website**
Allmand (Light Towers)	www.allmand.com
Broce Brooms	www.brocebroom.com
JLG (Man lifts)	www.jlg.com
Mega (Water tanks, Towers and Trailers)	www.megacorpinc.com
Genie (Man lifts and Telehandlers)	www.genielift.com
Progressive Solar (Solar Power Light Plants)	www.progressivesolarsolutions
Multiquip Power	www.multiquip.com
Sullair Air Compressors	www.sullair.com
Rockland (Buckets and Dozer Blades)	www.rocklandmfg.com
Paladin (Couplers and Attachments)	www.paladin.com
CE Attachments (Attachments)	www.ceattachments.com
Dymax (Attachments)	www.dymaxinc.com
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	www.weilerproducts.com
Wain-Roy	www.woodsequipment.com
Agriculture	**Website**
Challenger Tractors	www.challenger-ag.com
Massey Ferguson Tractors	www.masseyferguson.com
Rome (Construction Grade Discs & Plows)	www.romeplow.com
Woods (Scrapers and Mowers)	www.woodsequipment.com
Gearmore (Attachments)	www.gearmore.com
Reynolds (Scrapers)	www.reynoldsinternational.com
TG Schmeiser (Box blades, land levelers)	www.tgschmeiser.com
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	www.wilcoxap.com
On Road Industrial	**Website**
Fuso Trucks	www.mitfuso.com
Mac Trailers	www.mactrailers.com
Maintainer (Service Bodies)	www.maintainer.com
Murray Trailers (Heavy Haul)	www.murrytrailer.com
Trail King (Small to Heavy Haul)	www.trailking.com/trailers
UTB (Service Bodies)	www.unitedtruckbodies.com
Fleming Trailers	www.flemingtrailers.com
Technology	**Website**
Spectra Precision (Survey Instruments)	www.spectraprecision.com
Trimble (2D and 3D Grading Systems)	www.trimble.com
Accugrade (Caterpillar Grade Control)	www.Caterpillar.com/en
Seco (Surveying and Site Prep)	www.surveying.com
Laserline (Laser Controls)	www.laserlinemfg.com
Apache (Grade Control, GPS and Lasers)	www.apache-laser.com
Level Best (Laser Grading Box)	www.level-best.com

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- Caterpillar Standard Warranty - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- Caterpillar Extended Warranty – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- Powertrain Only – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- Powertrain and Hydraulics – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- Premier – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category

** Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

Engine & Accessories	Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components	✓	✓	✓
Valve Cover	✓	✓	✓
Oil Cooler BHL	✓	✓	✓
Radiator			✓
Exhaust/Muffler			✓
Manifolds	✓	✓	✓
Fan Motor	✓	✓	✓
Water Pump	✓	✓	✓
Fuel Injection Pumps	✓	✓	✓
Injectors	✓	✓	✓
Lift/Transfer Pump	✓	✓	✓
Senders/Solenoids/Sensors	✓	✓	✓
Thermostat	✓	✓	✓
Flywheel & Torque Converter	✓	✓	✓
Oil Pan Group	✓	✓	✓
Engine Oil Filter Mount **	✓	✓	✓
Turbocharger	✓	✓	✓
Pulleys **	✓	✓	✓
Starter			✓
Alternator			✓
AC Compressor/Condenser			✓
Electronic Control Modules	✓	✓	✓
Governor/Speed Controls & Linkages **	✓	✓	✓
Fuel Lines **	✓	✓	✓
Fuel Tank & Associated Parts			✓
Water Piping			✓
Oil Hoses/Lines			✓
Transmission/Hydrostatic/Driveline	**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Transmissions	✓	✓	✓
Final Drives/Planetary	✓	✓	✓
Drive Shafts	✓	✓	✓
Transfer Case	✓	✓	✓
Wet brake assemblies	✓	✓	✓
Hydrostatic Pumps & Drive Motors **		✓	✓
Linkage/Lines Connected to Hystat Pump **		✓	✓
Drive (pilot/eh) Control Valves **	✓	✓	✓
Senders/Sensors **		✓	✓

Axles		Powertrain	Powertrain + Hydraulics	Premier
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Differentials		✓	✓	✓
Hydraulic Systems		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty:

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering

Deficiencies, and Empire Machinery's standard response time to address warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted. Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide

customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owners expect all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs

associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model-by-model, term and hour specified basis.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i and Tier 4 Final since the Federal regulations were implemented.

Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, Empire owns and operates a DPF cleaning machine in our Phoenix store in the event of an unexpected supply disruption from Caterpillar.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

INTENTIONALLY LEFT BLANK

Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations

- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing

requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.



Image 2: US Dealer Locations

Dealer Response

All 22 Empire stores are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

EMPIRE LOCATIONS	TELEPHONE	ADDRESS	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye	623-925-3020	26403 MC 85 Buckeye	85326
Buckeye	623-474-0840	25630 W. Durango St.	85326
Casa Grande	520-374-3500	8901 W. Highway 287	85194
Deer Valley	623-760-1100	21230 N. Black Canyon Hwy., Phoenix	85027
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 E. Rutherford Dr.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa	480-633-4421	256 W. Juanita Ave.	85210
Nogales	520-287-6630	350 N. Mariposa Rd.	85621
Peoria	632-707-1700	9802 N. 91st Ave.	85345
Phoenix	602-333-5600	801 N. 44th Ave.	85009
Phoenix	602-627-5700	840 N. 43rd Ave., Phoenix	85009
Prescott	928-499-6001	3060 Centerpointe East Dr.	86301
Safford	928-387-8700	444 W. Old Country Club Rd.	85546
Show Low	928-532-2098	1501 E. Thornton St.	85901
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365



Image: Empire locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

As described in Caterpillar's response, Empire and other CAT Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- PM (Preventative Maintenance) Services

  PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

  - PM1 – Services the manufacturer recommends at 250 hours
  - PM2 – Services the manufacturer recommends at 500 hours
  - PM3 – Services the manufacturer recommends at 1,000 hours
  - PM4 – Services the manufacturer recommends at 2,000 hours
  - PM5 – Services the manufacturer recommends at 4,000 hours

  Empire and participating dealers can offer different options for these hour intervals including:

  - Parts only agreements
  - Parts and fluids only agreements
  - Parts, fluids, and labor agreements

Please see generalized chart below for the services performed at each PM interval.

	PM1 250 hours	PM2 500 hours	PM3 1000 hours	PM4 2000 hours	PM5 4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	x	x	x	x	x
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	x	x	x	x	x
Check all fluids levels such as Transmissions, Differentials,	x	x	x	x	x
Tandems, Hydraulic, Steering, Coolant. Change fuel filters and fuel /water separators,	x	x	x	x	x
clean fuel bowl screen (replace if neccessary)					
Change Primary Air Filters	x	x	x	x	x
Check Coolant Condition - Freeze point	x	x	x	x	x
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (can), ripper shanks)	x	x	x	x	x
Change cab A/C filters	x	x	x	x	x
Lubricate all grease points	x	x	x	x	x
Inspect and test all visible and safety systems	x	x	x	x	x
Change all filters this includes hydraulic filters, transmission		x	x	x	x
filters, differentials filters if applicable.					
Change rear differential oil (Backhoe Loaders oly on A-D Models)		x	x	x	x
Change front wheel oils in off highway trucks.		x	x	x	x
Change the Transmission oils, clean transmission screens and magnetic			x	x	x
Change swing drives oils on excavators , change			x	x	x
differential and finals oils on backhoes.			x	x	x
Change hydraulic oils on AG tractors, telehandlers, vibratory			x	x	x
compactors only, change chain case oils on skid steer loaders.			x	x	x
Change circle drive oil on motor graders			x	x	x
Change the differential and finals oils				x	x
Change tandem oil drive oils on motor graders				x	x
Change circle drive oils on motor graders accoding to OEM				x	x
Change hydraulic system oil.					x

- **Total Maintenance and Repair (TM&R):**

  In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customers' needs.

  TM&R's can be customized by the customer, including the following:

  - With/without travel
  - With/without scheduled component rebuilds

- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling

Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

  This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

  Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

  The technician will usually perform:

  - Running repairs
  - Preventative maintenance services

  Other onsite services could include:

  - Daily inspections
  - Cleanings
  - Operational checks

  The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

  Additional "man on site" Inclusions or exclusions in most cases include the following:

  - Housing (when applicable)
  - Overtime rates

- Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
- Percentage of guaranteed availability

- **Daily Fuel and Lube Agreement**

  Empire, and participating dealers can provide daily fueling and grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

  Inclusions and exclusions in most cases include:

  - With/Without daily cleanings.
  - With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But, this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

Empire currently employs over 1,600 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 170 service bays and over 290 field service trucks, these highly skilled and trained Caterpillar trained

technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests nearly $3 million annually in technician, parts counter, and product support representative training. Over the last 65 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine

salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
    a. Walk around inspection
    b. Daily service points/lubrication
    c. Cab and controls
    d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
    a. Operator's station

b. Engine
c. Electrical system
d. Power train
e. Implement and steering hydraulic systems
f. Auxiliary hydraulic lines
g. Thumbs
h. Buckets
i. Couplers

5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
    a. Lubricants and fluids
    b. Towing
    c. Review PM checklist and procedures
        - 250 Hour
        - 500 Hour
        - 1000 Hour
        - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper techniques and safety, and why it's important. Initial training is focused on the student.

Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order

- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is CAT's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every CAT dealer in the United States for trading inventory. We have an excellent reputation of helping other CAT dealers

secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take. These outstanding "chits" help us secure earlier delivery several times a year and can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:

  Monday – Friday from 7:00 a.m. – 5:00 p.m.

After hours/emergency parts service is available by calling a store's main number. (Provided in section 4, subsection 2 under "Dealer Response") This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 65 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
  - Asset Utilization
    - Hours
    - Fuel
    - Operation
  - Current Location (Google Maps)
  - Health Watch
    - Fault Codes
    - Fluid Analysis
    - Inspections (Requires Mobile App)
  - Geo Fencing
  - PM Maintenance Tracking
  - Production Tracking (requires additional accessories)
    - Pay Load monitoring
    - Project monitoring
    - Mass haul monitoring
  - Vision Link also allows
    - Customized alerts
      - ✓ Type of alert and who is notified
    - Exporting data
    - Customize groups, sites and projects

Vison Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link will be supplied on all qualifying Caterpillar machines. Along with Product Link hardware, Caterpillar provides three years free subscription.

Product Link can be dealer installed for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on medium to large construction class machines. With the exception of backhoes, or skid steers, it will be included on most common machines the City of Tucson is likely to purchase from this contract. By early 2017, we believe every Caterpillar product will come with Product Link from the factory.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics

- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche1
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Is electronic invoicing available?

Machine invoices will be generated after receipt of City of Tucson purchase order at Empire. The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order
- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from EMPIRE to agency
- Machine configuration (if requested)\

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the attachment section of this RFP.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory

Dealer Response

As described in Caterpillar's response, in most cases working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both procurement and the user department, if procurement approves.

The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to

provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

SEE CONFIDENTIAL CITY OF TUCSON RESPONSE: CATERPILLAR AND EMPIRE MACHINERY

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Freight is calculated in three different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: On most small products Caterpillar defines as BCP, such as Skid Steers, Backhoes, Telehandlers, and Mini Excavators, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages.

- Caterpillar Managed Freight: On some regional type models such as medium Excavators, Caterpillar will add the freight to the invoice. Caterpillar dealers have zero control on this process. The cost to Empire, for this particular model, is noted specifically in the Caterpillar price pages.

- Empire Quoted: Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs.

  Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

Dealer Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the attachments section of this RFP.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response (only)

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network

brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

Dealer Response

References:

City of Phoenix
Contact: Bonnie Shockley, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-534-2129
bonnie.shockley@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery's response is for Empire's territory only. All CAT dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 540 trained technicians throughout Empire's territory. These technicians are highly trained and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 190+
- Service Trucks: 300+
- In Shop Technicians: 330+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 90 Shop Leadspersons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians in EMPIRE's stores have over 25 years' experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO9000/2001 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO/9000/2001 Certified)
- Empire Transport – Heavy haul with a fleet of 60 trucks and capable of hauling loads up to 180,000 lbs. in the event of any emergency
- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses
- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 120,000 samples annually (ISO9001; 2001 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 400 factory certified technicians and EMPIRE's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with EMPIRE's most experienced technicians (12 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives

efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

1) Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response

-Confidential-

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

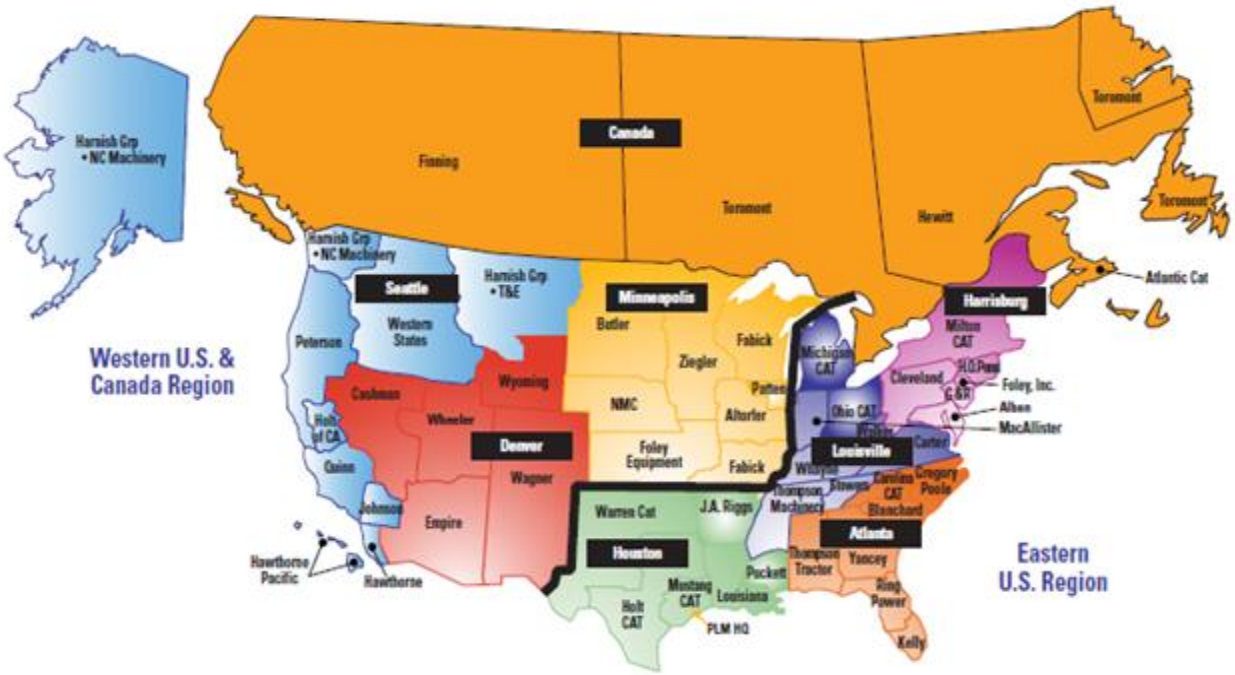


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled “Allied Products” for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development.

This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

6. Do you offer color choices for each product listed?

Caterpillar Response

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering Deficiencies, and Empire Machinery's standard response time to address

warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

INTENTIONALLY LEFT BLANK

Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations
- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council

- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

INTENTIONALLY LEFT BLANK



Image 2: US Dealer Locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific

a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers

have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

National IPA Exhibit A – National IPA Response for National Cooperative Contract

3. SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy that there are three main partners in our business – Caterpillar, Cat dealers and customers. All three elements must be successful individually for all three to be successful over the long term. It's a symbiotic relationship where all benefit when they all grow together. This success is evident in the fact that many of our dealers are owned by multiple generations of the same family and multiple generations of customers continue to purchase products and services.

B. Total number and location of sales persons employed by your company.

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

C. Number and location of support centers (if applicable).

Caterpillar products are sold and supported by our authorized dealer network of 49 dealers in the US and 4 in Canada. These dealers are established, independent businesses that understand well the needs of their local customers and communities. These dealers typically have the majority of parts on-hand and the national average for 24-hour availability is 99%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Each Cat dealer operates in multiple branch locations and uses parts drop boxes and mobile service trucks.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.



Image 1, Caterpillar Dealer Brach Operations

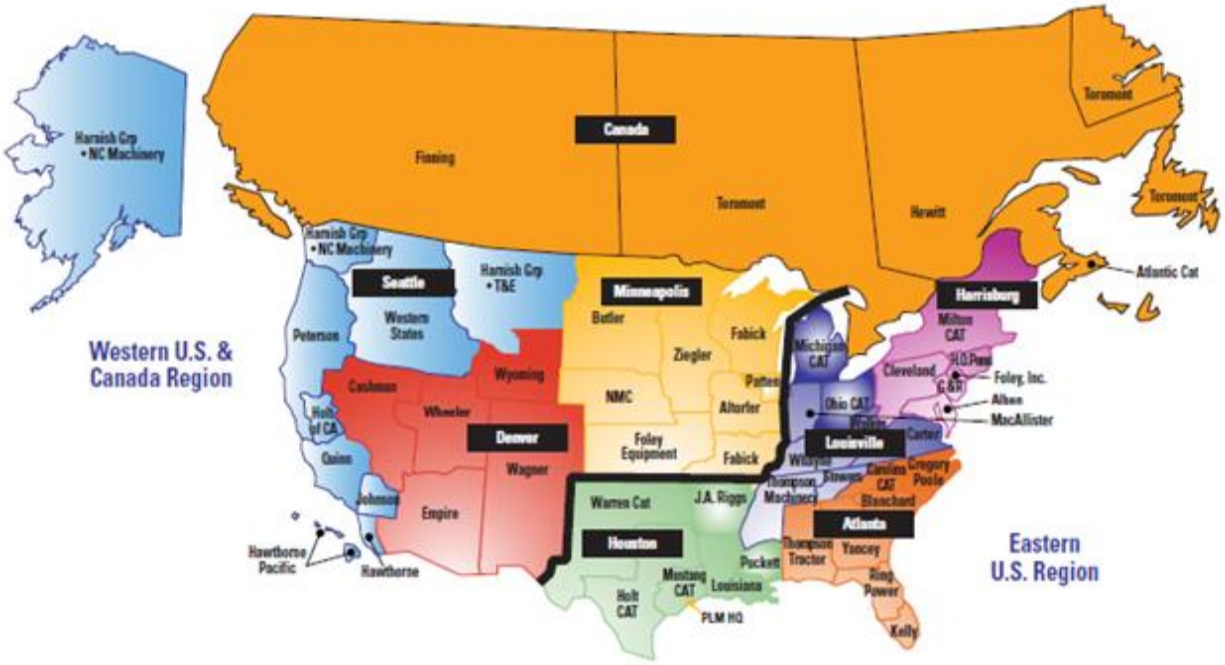


Image 2, Caterpillar North American Dealer Territories

D. Annual sales for the three previous fiscal years.

2013 – $55.6B
2014 – $55.1B
2015 - $47.0B

E. Submit your FEIN and Dunn & Bradstreet report.

Caterpillar's Employee Identification Number is 37-0602744

Please refer to vendor's response section Dunn & Bradstreet

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Caterpillar products and services are distributed principally through a worldwide network of independent dealers (dealer network), which includes 49 located in the United States, and 4 in Canada.

See Image 2, above.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American dealers and or their subsidiaries process, handle or ship the products / services to end users. Outside companies are used to transport equipment, but do not assume ownership.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong

Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **North Carolina**: Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

D. State any return and restocking policy and fees, if applicable, associated with returns.

N/A

E. Describe the full line of products and services offered by your company.

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments that are included in our offer.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by all Cat dealers and also included under this contract.

The purchasing of used equipment and the renting of equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

For the purposes of calculating the administrative fees associated with cooperative purchasing, only new Cat equipment sales will qualify as it is impossible for Caterpillar to track and measure sales of parts, service, used, rental, and allied equipment.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
Agree.

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Should Caterpillar be awarded the contract a formal announcement of the award will be made to Caterpillar's field force and Caterpillar's dealer network. We anticipate this first communication to take place within the first 30 days of final award.

Since the roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of end users nationwide.

We will continue to aggressively market the Master Agreement and continue ongoing sales training. The growth rate from the previous contract has been impressive and we have every reason to believe that the trend will continue.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
Agreed.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
Agreed.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
Agreed.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
Agreed as calendars and budgets allow.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
Agreed as calendars and budgets allow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
Agreed as budgets allow.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
Agreed.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
- National IPA standard logo;
- Copy of original Request for Proposal;

- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

Caterpillar internet standards will not allow a dedicated page on our website, however we will be able to make the information above accessible to customers and dealers. We strongly believe that directing customers to the National IPA webpage has an advantage over reproducing the information on our own site. Seeing the breadth and scope of additional contracts adds to the overall credibility of the concept.

Caterpillar has been very successful promoting the National IPA contract since it was first awarded. We intend to continue this promotion strategy. We will continue to work closely with the National IPA account manager and marketing teams to be certain we are working well together to pursue our mutual goal of growing contract sales.

While our marketing budget may prohibit executing some of the activities mentioned above, it is our intention to comply with the spirit of the section.

Additionally, many of our dealers have public websites that provide similar information to the market. The following is an example of Empire Machinery's web link:

http://www.empire-cat.com/cooperativepurchasing/?terms=city%20of%20Tucson

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Since roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Cat dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of our customers nationwide.

Caterpillar will encourage dealers and customers to embrace cooperative purchasing and we will ensure that there are no corporate roadblocks to adoption. However, ultimately, the decision to use contracts lies with the public agency itself. Therefore, transitions to the contract will take place at the pace that agencies feel comfortable.

Caterpillar presently holds two cooperative contracts. Those contracts are NJPA Heavy Equipment Contract #032515 and NJPA Alternative Energy / Generators Contract #080613. Caterpillar, through Caterpillar's Defense and Federal Products business unit, currently holds GSA contract #GS30F0018U.

For the purpose of this proposal, Caterpillar's NJPA Heavy Equipment Contract #032515 provides the same product offering and discount structure as is being submitted in this proposal.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Per corporate brand and legal guidelines, Caterpillar company logos can be used by National IPA pursuant to existing contract.

Caterpillar will request proper permission to use the National IPA logo as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages of the National IPA agreement.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

Should Caterpillar be awarded the contract, Caterpillar will ensure that training and marketing materials associated with the Master Agreement will continue as described above.

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

Patty Redpath
Governmental Sales
100 NE Adams St, Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their service territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Brian Foster who serves as the Industry Sales Manager for Americas North.

Brian Foster
Americas North Sales Manager
309-675-5181
FOSTER_BRIAN_V@cat.com

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence.

Cat dealer sales representatives have developed relationships with the National IPA sales representatives. As these relationships continue to grow, the results can be expected to grow as well.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual

dealer to identify those customers that would benefit from the program's use and will promote it accordingly.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar receives orders and payments from dealers. The equipment then becomes part of a dealer's inventory until sold to a customer. When a public agency decides to purchase a machine through this master contract, Caterpillar will offer additional support to the dealer via our post-sale credit system. The dealer will be required to submit the agency's name, address, member number and purchase amount. Caterpillar has no way to track sales of parts, service, used machines or rentals.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one
$ .00 in year two
$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar will not guarantee a minimum number of sales. Dealers and customers have high level of awareness about the contract. Sales should continue to grow as a result of their satisfaction with the process.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Caterpillar will report sales to National IPA when a customer has requested that the sale take place via the contract. In any other situation Caterpillar will consider the sale a non-contract sale and will not be responsible for any fees.

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting,

It is with great pleasure that Caterpillar Inc. has been given an opportunity to respond to RFP #161534. We have found that our participation in the previous contract was beneficial to us as a manufacturer, our authorized dealers, and from many positive points of feedback – from governmental customers as well.

As you will see in the following pages, we have structured the response in two parts. The response from Caterpillar Inc., considers the entirety of our US Dealer Network who will be encouraged to use this contract via National IPA. Then for a very specific response to the needs of the City of Tucson, our local authorized dealer, Empire Machinery has added a response to detail their capabilities and commitments.

To facilitate your review of the documents, we have separated these responses into five main sections:
1) Questionnaire Responses to the City of Tucson;
2) Questionnaire Responses to National IPA;
3) Proposed Exceptions;
4) Empire Machinery Responses;
5) Attachments

If you have any questions during your review of these documents we would be happy to clarify.

We look forward to continuing our relationship with the City of Tucson and National IPA and trust that our submission will not only meet your needs and expectations – but exceed them!

Most sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-338-5976

OFFER AND ACCEPTANCE

OFFER

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

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Signature of Person Authorized to Sign

Brian Foster
Printed Name

North American Sales Manager
Title

For clarification of this offer, contact:

Name: Patty Redpath

Title: Governmental Account Manager

Phone: 309-494-4578

Fax: 309-675-4301

E-mail: redpath_patty@cat.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-_____.

CITY OF TUCSON, a municipal corporation

Approved as to form this_____day of_____, 2016.

As Tucson City Attorney and not personally

Awarded this_____day of_____, 2016.

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701**.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Ann Schreifels 11/11/16
Signature Date

Ann Schreifels Governmental Sales Manager
Print Name and Title

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting:

We are very pleased to submit Caterpillar Inc.'s proposal in response to RFP #161534. The attached document outlines our proposed exceptions to the RFP.

With more than 90 years of experience, Caterpillar has the in-depth knowledge and experience to undertake this initiative on behalf of the City of Tucson and complete it effectively. We, along with our dealer, Empire Machinery, appreciate the trust you've placed in us through your past purchases and we hope to continue this valued relationship.

We would be pleased to answer any questions you might have regarding our proposal. Thank you for the opportunity to submit these exceptions for your consideration.

Sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-266-0471

Caterpillar Inc. Exceptions

SCOPE OF WORK

A. GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer may present the ~~T~~training material ~~shall be presented~~ in a quality suitable for videotaping. Dealer and Contractor~~The City~~ reserves the right to allow or reject videotaping~~e~~ part or all of the training provided at no additional cost to the agency.

6. REPAIRS. The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in first service. Transport of the vehicle will not be delayed more than one working day from date of notification.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

3. **PRICING:** Offerors shall confidentially provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

   For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. City and Dealer will work together to determine the City's loaner equipment requirements and the cost to the city for loaner equipment. For the City of Tuscon see Empire Cat's response.~~If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.~~

INSTRUCTIONS TO OFFERORS

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his or her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his or her designee, the City shall be deemed to have rejected the proposal or offer in part. The parties may agree to negotiate separate terms where the Director or his or her designee has not accepted a modification. ~~the contract provisions contained in the City's Request for Proposal shall prevail.~~

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and, subject to Section 12, shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. ~~Price is not confidential and will not be withheld.~~ If the confidential request is denied, such information shall be disclosed as public information, unless the O~~o~~fferor submits a formal written objection.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the applicable ~~Contractor~~ Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 7914566 or email at tax-license@tucsonaz.gov.

SPECIAL TERMS AND CONDITIONS

2. SUBCONTRACTORS: As set forth herein, Contractor goes to market through a network of authorized dealers. As such, City and the Department of Procurement hereby agree that certain obligations of Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

City and Contractor acknowledge that Contractor authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein; and (b) have the right to establish their own specific resale prices and other terms and conditions of sale, none of which will be dictated by Contractor.

~~No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement.~~ All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **INSURANCE:** ~~The Contractor agrees to:~~For purposes of this Section 4, all references to "Contractor" shall be deemed to be references to "Dealer" alone.

9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the ~~Contractor~~applicable Dealer as a condition of their intended purchase transaction. If the ~~Contractor~~ Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

STANDARD TERMS AND CONDITIONS

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, ~~its successors, assigns and guarantors,~~ shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, ~~including claims of patent or copyright infringement,~~ damages, losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by~~,~~ arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of ~~caused in whole or part by~~ Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors. ~~any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.~~

29. **PAYMENT:** It is the Dealer's discretion whether to accept credit card payments and under what circumstances it will accept credit card payments. It is noted t~~T~~he City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases and subject to the foregoing, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

38. **SUBCONTRACTS:** This Section 38 is made subject to the terms of Section 2 of the Special Terms and Conditions of this Contract. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by ~~the City~~any party, with or without cause, upon giving thirty (30) days written notice. ~~The City~~Any party, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commeneed to remedy within thirty days of receipt of notice of such failure, ~~. T~~the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will ~~endeavor to~~ notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

ATTACHMENT A

EXHIBIT A

1.2 Marketing, Sales and Administrative Support

Suppliers are required to pay an administrative fee pursuant to Section 10 of Exhibit B, Monthly Reporting & Fees attached to~~of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under~~ this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and ~~the Supplier~~local authorized dealer (Contract Sales are reported to National IPA).

EXHIBIT B

NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by ~~the Supplier~~Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

MONTHLY REPORTING & FEES

[redacted]

[redacted]

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. On the 10th day of the month following the end of each quarter Supplier shall pay an ~~Such reports shall be accompanied by an~~ administrative fee ~~payment~~ in the amount indicated on the report as being due. Administrative fee payments are made for each calendar quarter. The administrative fee is~~are~~ to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or quarterly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

GENERAL PROVISIONS

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA; provided, however, National IPA understands the nature of Supplier's distribution network and that certain responsibilities may only be fulfilled by an authorized dealer. ~~.~~

CATERPILLAR®

2015 EXECUTIVE SUMMARY
YEAR IN REVIEW AND SUSTAINABILITY REPORT

90 YEARS

WHAT WE'VE BUILT.





WHAT WE'VE BUILT.



A MESSAGE TO SHAREHOLDERS



Caterpillar faced a tough year in 2015, but we have successfully managed through many economic cycles since our founding in 1925. We remain financially strong and because of the actions we're taking I believe we will, as we have in the past, emerge stronger and always able to compete very effectively around the world. We continue to manage what we can control today while also investing in our future.

What We've Built
Since our first days as a company, Caterpillar has designed and built the world's most powerful, innovative and durable machines and engines. Our customers put them to work on projects that support sustainable progress and improved living standards. We add value for our customers by helping them achieve the lowest owning and operating costs through our sales and service network that reaches every corner of the globe.

Even in this environment, our market share for machines increased for the fifth year in a row. Our product quality continues to improve and is as strong as I've ever seen it. Our safety record improved again in 2015. As we further deploy Lean, we've already seen improvements in warranty and an up-to-95 percent reduction in internal defects per unit, and we anticipate substantial further improvements.

Where We're Headed and What We're Solving
Through Across the Table, we're strengthening our expectations of Cat dealers and the Caterpillar teams that support them. There are about a dozen specific projects underway – everything from expanded e-business to digital technology solutions connecting our machines and engines to our customers.

Digital transformation is a reality for our industry, and we're applying advanced analytics and digital-driven technologies – like Cat® Connect and MineStar™ – to improve worksite efficiency across our equipment and other brands, too. We also offer our customers Job Site Solutions, a true collaborative effort focused on improving job site efficiency. We're focused on using less fuel, increasing productivity and creating a safer work environment.

These are a few examples of how sustainability doesn't ever go out of style or focus at Caterpillar. Another is that our products – like distributed power systems, which improve energy access while emitting fewer greenhouse gases than traditional power grid systems – bring traditional, renewable and alternative energy options to urban, rural and remote communities across the world.

In 2015, we joined an effort to emphasize the vital role that restoration of natural infrastructure – forest, prairies, farmlands, wetlands and coastal landscapes – plays in sustainable global development. Additionally, we have been remanufacturing our products for more than 40 years, returning them to same-as-when-new condition, and conserving natural resources.

Caterpillar also supports the Caterpillar Foundation, which has invested more than $600 million since 1952 to transform lives and alleviate the root causes of poverty.

We were also honored to receive the "Vision for America" award from Keep America Beautiful in 2015 – a recognition for our sustainability commitment and significant progress toward aggressive sustainability goals.

Neither our accomplishments nor our goals are small or inconsequential. Given that we are Caterpillar, that shouldn't surprise anyone.



Doug Oberhelman
Chairman and CEO

WHERE WE STARTED.

The 21st century world you see today has been built with the help of Caterpillar machines and solutions. We've spent the past 90 years creating, building, problem-solving, innovating, testing, servicing and improving. In the process, we've built a global leader.

1925 — First year sales are **$13 million** for a product line of **5 tractors**.



1925 — **Holt Manufacturing Company** and the **C.L. Best Tractor Company** merge to form **Caterpillar**, reflecting the movement of the company's line of track-type tractors.



1929 — Our strong legacy of innovation begins with the introduction of our **first diesel tractor**.



About two months after "Black Tuesday," which some say signaled the start of the Great Depression, **Caterpillar Tractor Company stock** becomes available for public trading (NYSE: CAT).



1931 — Cat® machines help start the construction of more than **70,000 miles** of U.S. highways.



1931 — Our manufacturing headquarters move from **California to Illinois** and we change the standard paint color of our machines from gray to yellow.



1944 — We form our first overseas subsidiary – **Caterpillar Tractor Co. Ltd.** in England – the start of building plants outside the United States to be closer to customers.



1948 — Caterpillar machines go to work on **India's Bhakra Dam**.



1950 — Caterpillar engines supply power for **Apollo moon mission**.



1969 — Setting forth the company's beliefs to guide the organization in all aspects of its worldwide business activities, Caterpillar publishes a Worldwide **Code of Conduct**. Since then, the Code has been updated five times to reflect the company's culture and the ever-changing business environment.



1974 — **Business units reorganize** to become more accountable for results.



1986 — A **$1.8 billion** facility modernization program streamlines manufacturing processes and enhances profitability.



1990 — Cat® engines with **ACERT™ Technology** are unveiled to dramatically reduced harmful pollutants and waste emissions.



1992 — Caterpillar introduces SoLoNox Technology for gas turbines.



2001 — **Acquisitions** of Progress Rail, Electro-Motive Diesel, Johan Walter Berg AB, Bucyrus, MWM and Shandong SEM Machinery Co., Ltd.



2006 TO 2013 — Caterpillar introduces the **Cat® D7E** in 2008 with a first-of-its-kind electric drive system.



WHAT WE'RE SOLVING.

WHERE WE'RE HEADED.

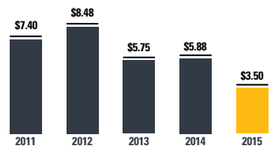
AT-A-GLANCE

FINANCIAL PERFORMANCE

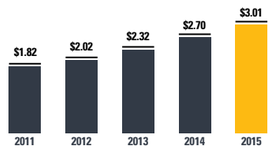
PRODUCT LINE

- Construction
- Mining Equipment
- Diesel & Natural Gas Engines
- Industrial Gas Turbines
- Diesel-Electric Locomotives

PROFIT PER SHARE
(DILUTED)



DIVIDENDS DECLARED
(PER SHARE)



END MARKETS INCLUDE:

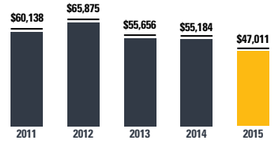
Building Construction
Roads and Highway Construction
Infrastructure Projects
Mining
Quarrying
Oil & Gas
Power Generation
Marine
Rail
Industrial

3Million+
Products at Work Around the World

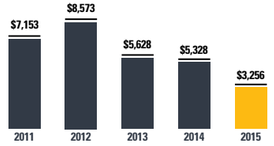
105,700
Employees

59%
Sales and Revenues Outside the United States

CONSOLIDATED SALES AND REVENUES
($ IN MILLIONS)



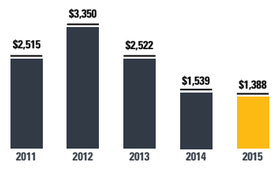
OPERATING PROFIT
($ IN MILLIONS)



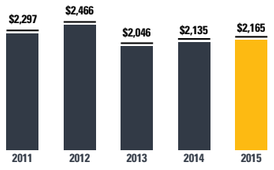
CONSOLIDATED SALES AND REVENUES BY SEGMENT
($ IN MILLIONS)



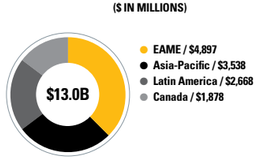
CAPITAL EXPENDITURES
(EXCLUDES EQUIPMENT LEASED TO OTHERS)
($ IN MILLIONS)



RESEARCH AND DEVELOPMENT
($ IN MILLIONS)



2015 EXPORTS FROM U.S. BY REGION
($ IN MILLIONS)



AT-A-GLANCE

2020 SUSTAINABILITY GOALS



Caterpillar has set aspirational, long-term goals for its operations and product stewardship. We believe these standards affirm our determination to lead our industry to a more sustainable future.

2020 GOALS FOR OPERATIONS

SAFETY
Reduce our recordable workplace injury rate to 0.6 and lost-time case rate due to injury to 0.15.

WATER
Reduce water consumption intensity by 50 percent from 2006.

ENERGY
Reduce energy intensity by 50 percent from 2006.

BYPRODUCT MATERIALS
Reduce byproduct materials intensity by 50 percent from 2006.

ENERGY
Use alternative/renewable sources to meet 20 percent of our energy needs.

SUSTAINABLE CONSTRUCTION
Design all new facility construction to meet Leadership in Energy and Environmental Design (LEED) or comparable green building criteria.

GHG EMISSIONS
Reduce greenhouse gas emissions intensity by 50 percent from 2006.

PRODUCT STEWARDSHIP

SAFETY
Provide leadership in the safety of people in, on and around our products.

PRODUCTS, SERVICES AND SOLUTIONS
Leverage technology and innovation to improve sustainability of our products, services and solutions for our customers.

SYSTEMS OPTIMIZATION
Increase managed fleet hours by 100 percent from 2013.

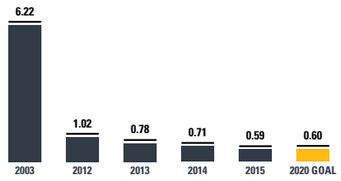
REMAN AND REBUILD
Increase remanufactured and rebuild business sales by 20 percent from 2013.

AT-A-GLANCE

SUSTAINABILITY GOALS & PROGRESS

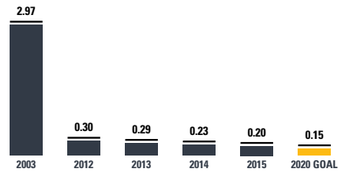
RECORDABLE INJURY FREQUENCY (RIF)

Recordable injuries per 200,000 hours worked



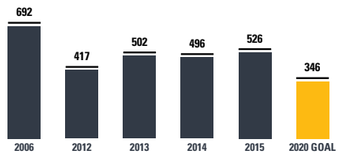
LOST-TIME CASE FREQUENCY RATE (LTCFR)

Work-related injuries resulting in lost time per 200,000 hours worked



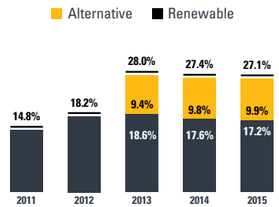
ENERGY INTENSITY

Absolute gigajoules energy use/million dollars of revenue



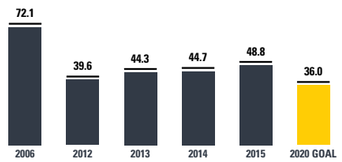
ALTERNATIVE/RENEWABLE ENERGY[1]

Sum of alternative and renewable electrical energy use/total electrical use x 100



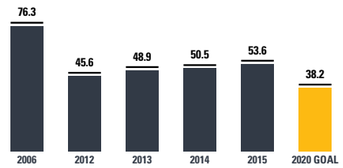
GHG EMISSIONS INTENSITY

Absolute metric tons of CO2e/million dollars of revenue



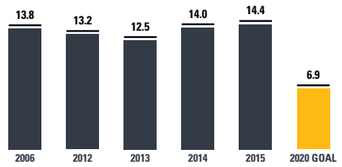
WATER CONSUMPTION INTENSITY[2,3]

Absolute thousand gallons of water/million dollars of revenue



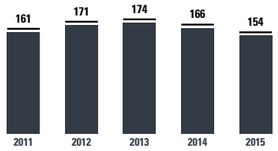
BYPRODUCT MATERIALS INTENSITY

Absolute metric tons of byproduct materials/million dollars of revenue



REMAN END-OF-LIFE "TAKE-BACK" BY WEIGHT[4]

Millions of pounds of end-of-life material received



1 Total includes purchased and on-site generated alternative and renewable energy, as well as calculating the percentage of renewable energy from grid-purchased electricity using data obtained from the International Energy Agency.
2 Data prior to 2015 has been restated due to data updates realized from improved accuracy.
3 Water consumption intensity does not include non-contact cooling water from foundry operations.
4 Data does not include Progress Rail, Electro-Motive or Solar Turbines.



WHERE WE'RE HEADED.

We're investing in the future and, as we always have, facing challenges head on and delivering the products and services that will keep Caterpillar the industry leader tomorrow, as it is today.

WHERE WE'RE HEADED

DATA AND INNOVATION



For 90 years, Caterpillar has delivered breakthrough innovation inside our machines and engines. Today, that innovation is increasingly happening outside the machine. We're going "beyond the yellow iron," harnessing the power of big data to offer our customers insights that decrease operating costs, increase uptime and maximize profitability. In the process, we're shaping a new era for Caterpillar in which we not only manufacture machines and engines, but also deliver value-added solutions that take our customer relationships to an entirely new level.



SIMULATION LEADS TO PRODUCT DESIGN OPTIMIZATION AND EFFICIENCY

The increased use of simulation in the development of everything from power systems to machine structures has truly allowed Caterpillar to improve overall product development efficiency, sharpening product quality and reducing time to market. Simulation reduces or eliminates the need for prototypes to be used in the design phase of development.

The large wheel loader team leverages the use of simulation in each new product development program. In fact, the first full phase of the Cat 994K product design, which is the largest wheel loader in Caterpillar history, was done virtually, and simulation touched every area of this new centerline machine at some point along the way.

CATERPILLAR®



CAT® COMMAND STEERS MINING IN A NEW DIRECTION

A fleet of gigantic Cat® 793 haul trucks rumbles along the dusty, red-sand haul roads of the Solomon mine in a vast, arid region of Western Australia. Working continuously, 24/7, the trucks maneuver through mine site traffic, back up into loading points and navigate to dump sites – all with minimal human intervention.

Iron is the reason Fortescue Metals Group (Fortescue) is there. At full operation, the new Solomon mine is projected to deliver 70 million tonnes of ore annually. It's a big job – and one that demands safety and maximized productivity. That's where Caterpillar's deep understanding of the mining industry and our customers' needs put us in the ideal position to offer semi-autonomous and autonomous solutions such as Cat® Command for Hauling. The realization of a longtime dream of the mining industry, Cat Command has improved safety and productivity.

Trucks operating with Cat Command for Hauling use sophisticated onboard intelligence and advanced guidance technology, so a small number of people can run the whole project and centralize the control. For job sites such as underground mines, autonomous solutions are fast becoming a safety necessity.

Since its inception, Cat Command has gone through a progression of offerings. Semi-autonomous solutions such as Command for Dozing, for instance, allow one operator to oversee up to three semi-autonomous Cat® D11s – Caterpillar's largest dozers – by remote control. There's even an option where the operator has no line of sight to the dozers and uses cameras for feedback.

"Every mine takes a different journey to autonomy," explains Sean McGinnis, product development manager. "But that path always leads to a safer, more productive mine site. Cat Command reduces variations in the way the machine is operating, ensuring that it operates the same way, every time. It's like having the mine's best operator at the controls, but he or she is located safely away from any potential hazards. It's the best of both worlds: increased productivity combined with increased safety."

Today, the Cat Command concept continues to meet customer needs in ways that we couldn't anticipate five years ago. That's what makes innovation exciting and what energizes us to keep finding solutions that make a real difference.

INVESTING IN R&D



WHERE WE'RE HEADED

CUSTOMER SUPPORT



Our business strategy is a simple one: make our customers more successful. We work with our dealer network every day around the world to ensure that success – at construction sites and mining quarries and power plants. Our goal is to speed the delivery of customer support by being an agile organization positioned to respond efficiently and effectively to customer needs. Because when our customers win, we win.



POWER TO PRESERVE THE PAST

The beautiful grounds and stunning architecture of Thomas Jefferson's historic residence, Monticello, function today as an important U.S. landmark, world-class museum and academic think tank, attracting more than 400,000 annual visitors.

Located outside of Charlottesville, Virginia, Monticello also houses one of the country's oldest and largest collections of historic documents. To help preserve and protect those irreplaceable collections for future generations, Caterpillar donated a 500kW Cat® C15 generator set, with local Cat dealer Carter Machinery providing the technical support, commissioning and testing. This followed a previous donation of a 350 kW Cat® C15 diesel generator set that provides standby power for Monticello's Robert H. Smith International Center for Jefferson Studies.

The donations were part of the estate's "Mountaintop Project," a multiyear effort to authentically restore the house and grounds to their appearance during Jefferson's retirement. We are proud to see these valuable assets entrusted to the quality and reliability of Cat® products.

CATERPILLAR®

HOMESTEAD DAIRY TURNS PROBLEM INTO PROFIT

Based in Plymouth, Indiana, Homestead Dairy began as a modest family farm with only 110 cows. In 1979, brothers Floyd and Dan Houin purchased the farm from their dad and turned it into the massive dairy operation that it is today. The dairy now hosts 1,800 milking cows and 300 dry cows, while an additional 1,700 cows come in from three nearby facilities for milking. However, more cows means more manure, and the odor directly impacted nearby residents.

The Houins saw the possibility to turn a problem into a profit. They decided to build a biomass waste-to-energy facility that could convert the manure into electric power. Floyd knew that Homestead Dairy's equipment would need to run 24/7 with minimal downtime, so dependability was the deciding factor in choosing Caterpillar to supply the power. In researching the project, Floyd Houin toured a farm with a renewable energy facility that ran at peak efficiency, even with their older-model Cat® generator sets. That's when the Houins knew they'd trust their project to Caterpillar.

Homestead Dairy partnered with local Cat® dealer, Michigan Cat, to customize a power generation system for Homestead Green Energy, the energy-producing business within the dairy – two Cat® G3512A generator sets and ancillary equipment.

In researching the project, Floyd Houin toured a farm with a renewable energy facility that ran at peak efficiency, even with their older-model Cat® generator sets. That's when the Houins knew they'd trust their project to Caterpillar.

Homestead Green Energy has been in constant operation since October 2013, and the Cat® generator sets are essential to the waste-to-energy process. The manure is collected in pools and piped 1,700 feet to a pair of mixing tanks that empty into two anaerobic digesters. Once inside the tanks, the waste is heated and treated with microbes that produce methane gas, which is used to fuel the gas generators. Generator exhaust heat and jacket water heat are used to warm up the digesters as part of the fermentation process.



Beyond odor reduction and the financial return from producing electricity, Homestead Dairy uses the dewatered solids from the digesters as clean bedding for the cows. Additionally, the liquid nutrient byproduct is held in lagoons and used to fertilize the farm fields.

"By turning this abundant substance into an income stream, we've made the dairy more profitable," said Ryan Rogers, plant operator for Homestead Green Energy. "It also helps increase nutrient value, which is great for the environment. The crops absorb the manure better, and odor reduction for the community is a huge benefit."

The Homestead Green Energy installation demonstrates the economic viability of smaller-scale, waste-to-energy operations to create wins for business, the community and the environment.



WHERE WE'RE HEADED

EFFICIENCY



In an insistent and urgent world, winning organizations make the most of every minute, resource and opportunity. Caterpillar is going after that win by leveraging Lean, Engineered Value Chains and building strong Foundational Capabilities throughout our value chain to fulfill our Customer Service Promise, maximize Operating Profit After Capital Charge (OPACC) and create a competitive advantage. We're becoming a more disciplined, less complex organization that is committed to finding smarter and faster ways to work across the enterprise. This translates into a powerful competitive advantage that helps Caterpillar improve market position and sustain long-term success.

LEAN BENEFITS

CATERPILLAR®

Stabilizing the Business

Enhancing Product Quality

Improving Velocity

Driving Value for Our Shareholders

RESOURCE INDUSTRIES
OFF-HIGHWAY TRUCK
45%
Reduction in field assembly time

ENERGY & TRANSPORTATION
MID-SIZE ENGINES
18%
Increase in throughput

CONSTRUCTION INDUSTRIES
MOTOR GRADER
65%
Inventory reduction (days on hand)

Since 2013, we have been committed to Lean to drive process and quality improvements at Caterpillar. Lean challenges all employees to get closer to the customer so they can deliver products and services based on the customers' true expectations. Our Lean journey goes beyond manufacturing to include all functional areas that execute business processes on a daily basis, including engineering, marketing, purchasing, accounting and human resources.

CATERPILLAR®

A GLOBAL SUPPLY NETWORK THAT DELIVERS UNDER PRESSURE

Nearly 40 percent of U.S. trade to and from Asia passes through West Coast ports in California. Keeping the flow of goods through these ports moving swiftly and efficiently is a priority for logistics and procurement networks across countless companies, including Caterpillar.

When a three-month labor dispute at one of these ports resulted in significant terminal congestion, the expertise of Caterpillar's logistics team translated into millions of dollars in savings, as well as ensuring that our supply flow remained resilient.

When business operations eventually returned to normal, many companies were left dealing with severe financial impact. While Caterpillar experienced added costs and some slowing in our materials flow, these were a fraction of the impact on other companies. That's how we know our Global Supply Network can deliver under pressure – not merely reacting to fluctuations in logistics, but truly taking charge of and managing our supply network.

Our staying power throughout the slowdown was due, in very large part, to the collaboration and flexibility of our Global Supply Network. Using a winning combination of procurement and logistics data and innovative thinking, a clearer inventory picture emerged to help streamline and divert shipments.



"We were able to see not only the best ports, but also the best terminals in those ports," explained Global Supply Network Director of Logistics Scott Shepherd, "so we could react faster and accurately reroute shipments. This allowed us to move material more quickly, while limiting added costs and overall supply disruption."



AN INDUSTRY LEADER WITH WORLD CLASS RESULTS

Caterpillar continues to improve upon historical best safety performance, and we are an industry leader with world-class results. Beginning in 2003, we implemented an enterprise-wide initiative to focus on safety called Vision Zero. Today, we're proud that our Recordable Injury Frequency has improved 91%, but there is more work to do. Breakthrough safety performance is continuing with our Lean Transformation by focusing on standard work, which means more folks are going safely home, every day.

WHERE WE'RE HEADED

PEOPLE



Best quality. Best reliability. Best endurance. The same attributes that define our products define our people – more than 105,000 of them around the world. For 90 years, Caterpillar people have been building the machines that have built our world. We're confident that Caterpillar's long-term future is secure thanks to our global team's drive to perform at a superior level. It's a commitment that extends beyond the workplace where Caterpillar employees contribute their time and talents to making the world around us a better one.

REAL CAT FOLKS

To showcase the rich diversity, passion for life and strong work ethic present in our Caterpillar family, we began the Real Cat Folks project. Inspired by Humans of New York, the project highlights that Caterpillar employees are real people – with real families, real pasts, real dreams and real stories. Visit caterpillar.com/RealCatFolks to see dozens of published profiles, and check back weekly for updates.

"I grew up on a cotton field on the coast and came to Suzhou for school. Suzhou is a beautiful city with the combination of modern industry and ancient history. I like to spend my spare time playing soccer and climbing mountains in the neighborhood. I've always wanted to learn to play guitar and want to play for my son in the future. He's 14 months old, and my biggest wish is to watch him grow up happily."

— YOUXIANG ZHANG, CHINA





"Caterpillar gave me a chance after being unemployed for five years. I never thought they'd hire me because of my age. When my youngest was having a rough time, I told her to fill out an application. The next thing I knew, she was hired on full time after three months of being an agency worker. Today she's a team lead, going strong and learning as much as she can. I'm very proud of her."

— HARRY, UNITED STATES

CATERPILLAR®

MARKING MILESTONES AT BOTH ENDS OF A CATERPILLAR CAREER

In 2015, two Caterpillar employees marked career milestones in two very different journeys. Their stories illustrate the satisfaction that comes at the end of a long career and the exhilaration that comes from being given the first chance to give your all.

In early 2015, Ed Flesburg retired after 60 satisfying years of service with Caterpillar. As a 6 Sigma Black Belt within the Global Supply Network Division (GSND), and over the course of his notable career, Ed achieved much success and delivered many outstanding results for the company.

Ed began his career in 1955, as a chip wheeler in East Peoria, Illinois. After returning from deployment to Korea, he spent the next 51 years in many different roles with the company, from janitor to drafting, designing and engineering.

Throughout his tenure, Ed achieved four company patents to his name, developed 14 major design changes, resolved 11 major design problems and generated more than $55 million in cost reductions. In addition, he pioneered the development of the heat transfer coolant category, where his experience and expertise was priceless.

Ed's manager, James Dryden, sums up Ed's outstanding tenure: "Famous basketball coach John Wooden once said 'Who can ask more of a man than giving all within his span? Giving all, it seems to me, is not so far from victory.' I cannot think of a better quote to describe Ed's work ethic and outstanding accomplishments to make Caterpillar the successful company it is today."

As Ed was accepting well wishes for the future from his grateful team, thousands of miles away 19-year-old Farooq Kahn was looking forward to the future for the first time in a long time. Farooq is training as an industrial mechanic at Caterpillar Mining in Lünen, Germany. His arrival at Caterpillar marks a milestone in a remarkable journey.

Farooq escaped from his home country of Afghanistan when he was only 15 years old, leaving his parents and siblings and all he knew behind him. It took him five months to arrive in Germany. He spoke not one word of German, had a very dangerous escape behind him and was completely on his own.

After his graduation from German elementary school, Farooq sent over 70 applications to companies, but only Caterpillar in Lünen was willing to give him a chance. At the time his German language skills were limited, and, as a refugee, he only had a temporary residence permit.



According to a study conducted in Germany, only 15 percent of companies are ready to hire young people with foreign roots. Caterpillar in Lünen has been a part of this small group of companies for years, but Farooq, now successfully integrated into the company, was the first refugee hired.

Caterpillar employees come to us in many different ways, with many different stories. But we are humbled by what they have in common: the loyalty and dedication to put their talents and enthusiasm to work to help us build the world.

"We strongly believe it to be part of our social responsibility to give young people like Farooq the possibility to enjoy a good education."

Farooq's aim is to successfully complete his industrial mechanic training and then possibly continue his studies. His instructor is very enthusiastic about his curiosity, ambition and commitment. "All I want is to build a new life for me here," said Farooq.

Caterpillar employees come to us in many different ways, with many different stories. But we are humbled by what they have in common: the loyalty and dedication to put their talents and enthusiasm to work to help us build the world.

WHAT WE'RE SOLVING.

Caterpillar continues to help make sustainable progress possible by offering solutions to ongoing challenges in our world today.

SAFE WORKPLACE SOLUTION

REVITALIZING A CULTURE OF SAFETY



As we work to reduce our enterprise Recordable Injury Frequency (RIF), there are countless large and small steps we have taken, as demonstrated by our progress to date. But even the most dedicated facilities sometimes reach a "safety plateau," where further improvements become more difficult to achieve. When our Mapleton, Illinois, Cast Metals Organization facility found their safety numbers plateauing at the end of 2012, they deployed facility-wide initiatives to break through to the next level of safety excellence.

The safety team, aided by the commitment of each of the nearly 600 employees on site and the Caterpillar Safety Services Zero Incident Performance (ZIP™) Process, undertook a cultural shift in how they address safety, thinking of the program as 'creating the presence of safety' rather than 'the absence of injuries.' Part of this shift involved making the concept of safety personal. An acronym like RIF is not easy to relate to daily work, but seeing and discussing how each injury affects real people in their work and personal life truly drives home the importance of safety. The safety team encouraged this viewpoint by dedicating all-employee meetings to recent on-site injuries and dialogues about how to make safety proactive instead of reactive. In 2015, Mapleton reduced its injury rate by 18.3 percent over the previous year, and injury rates have fallen by 66.3 percent since 2010.

In 2015, Mapleton reduced its injury rate by 18.3 percent over the previous year, and injury rates have fallen by 66.3 percent since 2010.

Many of the safety improvements that Mapleton has implemented to break through its safety plateau have been generated by the employees themselves using a "Green Card" program to document and communicate when employees identify, and proactively fix, a safety risk. In 2015, Mapleton employees submitted nearly 5,000 Green Cards representing potential hazards or conditions that they worked on independently or with management to address, and believed could be improved. The facility also uses a "Star Green Card" system to allow department heads to further recognize employees who have gone above and beyond to fix a potential safety risk. The facility has implemented a full-time Safety Champion position for each department, empowering employees to apply their specific knowledge of shop floor and safety practices to work with department heads to enact health and safety initiatives.

Because safety communication has been fundamental to the success of Mapleton's efforts, the safety team created a safety improvement video, which is screened throughout the facility and updated each month to reflect the process and facility safety improvements that have been implemented. Often these videos highlight innovative solutions developed and implemented by the employees. Facility Manager Gary Bevilacqua attributes the success of the videos to the fact that it is a communication method that allows a different type of dialogue. "People are starting to talk about safety more openly and listening to the messages on the videos," he said. "It's generating awareness and more individuals are coming forward with new ideas and aren't afraid to discuss them with their teams."

CATERPILLAR®

WHAT WE'RE SOLVING

RENEWABLE ENERGY SOLUTION



BRINGING RENEWABLE ENERGY TO ANYWHERE IN THE WORLD

Renewable energy technologies are showing great promise to change how energy is produced around the globe, while addressing basic human needs. In 2015, Caterpillar launched a number of initiatives that will provide reliable, cost-effective and sustainable energy wherever it is needed.

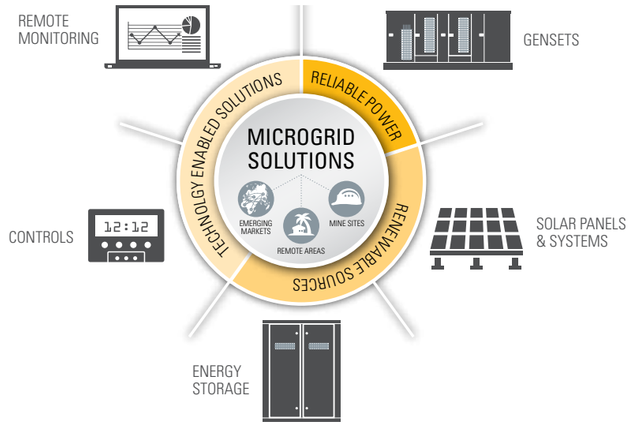
For example, microgrid technologies that couple renewable energy generation with traditional generators and energy storage systems can be deployed to places where the grid is weak, or does not reach. In 2015, Caterpillar entered a strategic alliance with solar industry leader First Solar to develop and distribute Cat branded photovoltaic modules for incorporation into microgrid systems that can be utilized anywhere from remote villages to mining operations. Caterpillar will distribute this innovative technology through our global network of dealers, providing value to our customers by integrating solar energy systems with Caterpillar's trusted expertise in distributed power generation technologies.

Caterpillar is also leveraging the advanced thin film solar panel technology for our traditional commercial and industrial customers' energy needs in more developed markets such as the United States and China. The thin film solar panel technology has higher energy capture characteristics than traditional solar panels, yielding increased annual energy production for our customers. Integration of these products with traditional standby generator sets allows customers to leverage the benefits of renewable energy even if the grid goes down, providing an even higher level of energy independence.

Another important technology that is rapidly progressing is energy storage systems, which allow customers to capture surplus renewable energy and store it for later use. Caterpillar, leveraging our bi-directional inverter technology developed for mining trucks and hybrid tractors, offers a full range of energy storage technologies, ranging from ultracapacitors for short duration storage to long duration metal- air energy storage products. Recognizing the benefit that energy storage technology can offer our customers, in 2015 Caterpillar invested in Fluidic Energy, the makers of metal-air energy storage technologies. We chose Fluidic Energy for this endeavor because the company's technology offers potentially significant advantages in terms of energy storage cost, depth of discharge, cycle life and safety over some traditional energy storage products.

Leading by example, Caterpillar is first deploying world-class microgrid technologies at some of its own facilities. Many Caterpillar operations resemble the commercial/industrial operations of our customers, so microgrid installations at Caterpillar facilities provide a hands-on educational and training experience for customers and dealers while simultaneously providing cost and emission reductions for the company. A prime example is the Caterpillar Tucson Proving Ground facility located in Arizona. Caterpillar performs validation testing of its mining equipment at this site, which comprises an office building, shop areas and large open-air test areas. Existing Cat® C15 diesel generator sets operate continuously to provide approximately 400kW of electricity to the site, consuming approximately 250,000 gallons of diesel fuel per year. Extending the local utility grid to this remote location is cost-prohibitive, but microgrid technology is now a cost-effective complement to diesel generators alone. We are installing 500kW of solar panels, 500kW of energy storage and a microgrid controller to seamlessly integrate these sources with the existing diesel generators. The system will carry the site load during daylight hours, enabling the diesel generators to reduce power output and shut down. Fuel consumption and exhaust emissions are expected to be reduced by 33 percent, and generator maintenance is expected to be reduced by 25 percent, with the resulting cost reductions providing an attractive return on the investment in the microgrid. Real-time performance of the system will be monitored remotely and will be available for viewing online by select Cat® dealers.

Moving forward, we intend to deploy similar microgrid systems, solar panels and energy storage systems to customers throughout the world – whether in remote villages, mining sites, islands, military installations, telecommunications facilities, or commercial/industrial facilities. By expanding Caterpillar's broad power generation portfolio and solutions, we are reducing customer costs and site emissions, while expanding access to electricity to those in the greatest need. Our goal is simple – to provide our customers and the communities where they work and live a brighter future no matter where they are in the world.



WHAT WE'RE SOLVING

MATERIAL RECOVERY SOLUTION

MATERIAL RECOVERY

Caterpillar encourages circular economy principles through our remanufacturing and rebuild businesses. This starts with durable products, many designed to be rebuilt multiple times. Through our remanufacturing and rebuild programs, components and machines are overhauled, rather than simply repaired or replaced. Reuse of parts, still within factory specifications, reduces waste and minimizes the need for additional raw materials necessary to produce new parts. This system is where Caterpillar is making some of its greatest contributions to sustainable development – keeping non-renewable resources in circulation for multiple life cycles.

For more than 40 years, Caterpillar's remanufactured products have provided same-as-when-new performance, reliability and warranty at fraction-of-new costs, as well as availability that gives customers more options at repair and overhaul time.

In addition to giving our customers lower operations and maintenance costs, using remanufactured equipment gives Cat® dealers a competitive advantage.



An excellent example of how our reman programs deliver value to customers can be found in the island nation of Dominica. There, almost all energy is produced using a combination of gas, diesel and fuel-oil generators. Rimco, the Cat® dealer in the Eastern Caribbean, has put a priority on offering remanufactured parts and components to the local electricity companies and customers. Remanufactured parts are more affordable, helping to manage operating costs, and are more readily available on the market, allowing faster turnaround time in the event of emergency repairs.

For instance, a local energy company uses 11 Cat® generators – primarily Cat® 3516, Cat® 3608 and Cat® 3612 engines – to supply the majority of the island's electricity. During 2015, two of the main generators needed emergency replacement parts, reducing the backup power available and increasing the risk to a disruption in energy supply to the island. Rimco provided remanufactured parts to the energy company, ensuring they could keep the power flowing without interruption.

In addition to giving our customers lower operations and maintenance costs, using remanufactured equipment gives Cat® dealers like Rimco a competitive advantage and has helped the 35-year-old company meet the needs of its customers across the Eastern Caribbean efficiently and affordably.



WHAT WE'RE SOLVING

SANITATION IMPROVEMENT SOLUTION



SUPPORTING GLOBAL SANITATION IMPROVEMENTS

When we seek to meet basic human needs around the world, particularly those of women and girls, sanitation is a high-impact area where we can focus our efforts. In 2015, the Caterpillar Foundation continued our support of The Global Poverty Project (GPP) with an investment to support universal access to sanitation. The grant will help GPP advocate for policies around the world that enable entrepreneurship, especially for women, by removing barriers caused by poor and inequitable access to sanitation – such as places to hand wash or use the toilet – and lack of access to basic education. GPP estimates universal sanitation would improve the entrepreneurial potential of women by freeing up more than 200 million hours for women and girls each day, enabling them to achieve an education, have time for paid employment or to run their own small enterprises. Combined, these measures would return an estimated $220 billion to the global economy annually.

GPP estimates universal sanitation would improve the entrepreneurial potential of women by freeing up more than 200 million hours for women and girls each day, enabling them to achieve an education, have time for paid employment or to run their own small enterprises.

In 2015, the United Nations adopted the Sustainable Development Goals (The Global Goals), a series of 17 goals with 169 targets to be achieved by 2030. Included in these goals were two key aspects of our policy partnership with GPP: the recognition of the need to ensure access to adequate sanitation and hygiene for all, and a commitment to end open defecation, especially for women, girls and those in vulnerable situations. GPP will continue to work on other aspects of our sanitation-policy partnership, including securing a $10 million-per-year increase in Water, Sanitation and Hygiene (WASH) aid from the United States government, and urging four new governments or companies to allocate new, additional financial resources to sanitation efforts.



WHAT WE'RE SOLVING

NATURAL INFRASTRUCTURE SOLUTION

SHINING A LIGHT ON THE CLIMATE BENEFITS OF NATURAL INFRASTRUCTURE

Cat® products are used to support infrastructure projects around the world, including natural infrastructure projects such as the restoration of forests, wetlands and other landscapes. We believe that Caterpillar's expertise across industries puts us in a prime position to drive the global discussion on the importance of natural infrastructure and its restoration. Not only is sustainability one of our Core Values, but over our 90-year history we have also built relationships across a wide range of infrastructure businesses that will be critical to restoring the world's natural landscapes. Already, Caterpillar has supported a number of major natural infrastructure restoration projects, including Everglades restoration projects in Florida, cleanup work in the wake of Hurricanes Sandy and Katrina and remediating Superfund sites across the United States.

Around the world, governments, industries and individuals are talking about climate change, the threats it poses to our livelihoods and the best ways to address it. The majority of the conversation has focused on the role energy plays in our global carbon footprint. Natural infrastructure – forests, prairies, agricultural lands, coastal landscapes, wetlands and other landscapes – also plays a vital role in managing carbon and supporting global sustainability. In 2015, to complement our existing initiatives focused on reduction of greenhouse gases, Caterpillar spearheaded an effort to raise awareness of the benefits of natural infrastructure.

Caterpillar has supported a number of major natural infrastructure restoration projects, including Everglades restoration projects in Florida, cleanup work in the wake of Hurricanes Sandy and Katrina and remediating Superfund sites across the United States.

Natural infrastructure sequesters billions of tons of carbon for productive use in plants and soils. Scientists say that more carbon resides in soil than in the atmosphere and all plant life combined; there are 2,500 billion tons of carbon in soil, compared with 800 billion tons in the atmosphere and 560 billion tons in plant and animal life. The food, fiber and lumber produced from natural infrastructure provide our nourishment and much of the raw materials for clothing and housing. With the earth's population expected to grow from 7 billion to more than 9 billion in the next few decades, ensuring the health and productivity of our natural infrastructure will be integral to meet the growing need for food and other basic human needs.



Land and Water Resources for Food and Agriculture (SOLAW), found 25 percent of the world's lands are now considered "highly degraded" as a result of poor management practices. This means that an area roughly the size of North America may suffer from deforestation, desertification, severe erosion and wetland contamination. As a result, communities that depend on these lands may experience less productive farmland, poorer water quality and lower storm resilience. According to Ohio State University's Carbon Management and Sequestration Center, restoring soils of degraded and desertified ecosystems has the potential to provide an additional 1 billion to 3 billion tons of in-soil carbon storage capacity annually, equivalent to approximately 3.5 billion to 11 billion tons of CO_2 emissions.

In November 2015, Caterpillar hosted the first major national summit in the United States of diverse stakeholders who have a part to play in natural infrastructure restoration. The summit brought together leaders from engineering, construction, finance, governments, academia and nongovernmental organizations to establish a coordinated effort across these industries to develop and deploy sustainable development solutions. Participants delved into the scientific and business cases for natural infrastructure restoration and brainstormed policies, business models and financing solutions needed to expand the world's natural infrastructure restoration efforts.

Following the summit, Caterpillar has published a comprehensive white paper detailing the summit discussions. The paper highlights the recommendations that businesses and governments may consider to increase the effectiveness of efforts to restore natural infrastructure and keep pace with our need for the critical services, including carbon sequestration and resources, that natural ecosystems provide. Through the use of our products for natural infrastructure restoration projects and continuing to increase awareness, this is another way that Caterpillar can continue to build a more sustainable world.

WHAT WE'RE SOLVING

SUSTAINABILITY VISION, MISSION, STRATEGY & PRINCIPLES



VISION

Our vision is a world in which all people's basic needs – such as shelter, clean water, sanitation, food and reliable power – are fulfilled in a sustainable way and to be a company that improves the quality of the environment and the communities where we live and work.

MISSION

Our mission is to enable economic growth through infrastructure and energy development, and to provide solutions that support communities and protect the planet.

STRATEGY

Our strategy is to provide work environments, products, services and solutions that make safe, productive and efficient use of resources as we strive to achieve our vision. We apply innovation and technology to improve the sustainability performance of Caterpillar's products, services, solutions and operations. We believe sustainable progress is made possible by developing better systems that maximize life cycle benefits, while also minimizing the economic, social and environmental costs of ownership, as reflected in our sustainability principles. We will execute our strategy by working to meet our aspirational sustainability goals.

SUSTAINABILITY PRINCIPLES

Sustainability is part of who we are and what we do every single day. We recognize that progress involves a balance of environmental stewardship, social responsibility and economic growth.

Caterpillar Sustainability Principles drive our commitment to make sustainable progress possible.

Prevent Waste (Improve Safety, Efficiency and Productivity):

By increasing the safety, efficiency and productivity of processes and products, we reduce cost and minimize the use of materials, energy, water and land. We provide a safe work environment and the tools and training employees need to work safely. We provide customers with products, services and solutions that improve the sustainability of their operations.

Improve Quality (Team, Community, Environment and Operations):

We focus on improving quality for our company, customers, communities, environment and the quality of life for our employees. We use Lean and 6 Sigma to improve our operations and products. Our employees and their families experience a better quality of life when the quality of our company, communities and the environment is maintained. We attract and develop the best teams.

Develop Better Systems (Innovate):

We leverage innovation and technology to maximize efficiency and productivity. We remanufacture, rebuild and recycle to conserve resources for multiple life cycles. We develop products that contribute to communities through infrastructure development and energy access. We develop better systems throughout the value chain, "engineering the whole chain, not just the links," in order to maximize life cycle benefits.





OFFICERS

Chairman of the Board & Chief Executive Officer
Douglas R. Oberhelman

Group Presidents
Robert B. Charter
Thomas A. Pellette
Edward J. Rapp
D. James Umpleby III
Denise Johnson – effective 2016

Group President & Chief Financial Officer
Bradley M. Halverson

Executive Vice President, Law and Public Policy & Chief Legal Officer
James B. Buda

Senior Vice President
David P. Bozeman

Vice Presidents
Kent M. Adams
William P. Ainsworth
Mary H. Bell**
Thomas J. Bluth
Wai Man (Raymond) Chan
Qihua Chen
Frank J. Crespo
Christopher C. Curfman**
Bob De Lange
Michael L. DeWalt
Paolo Fellin
William E. Finerty**
Gregory S. Folley
Thomas G. Frake
Kimberly S. Hauer
Gwenne A. Henricks
Kenneth J. Hoefling*
Douglas O. Hoerr
Denise C. Johnson
Kathryn D. Karol
Philip G. Kelliher
Pablo M. Koziner
Julie A. Lagacy
Nigel A. Lewis
Steven W. Niehaus
E. Jean Savage
Mark E. Sweeney**
George H. Taylor, Jr.
Tana L. Utley
Karl E. Weiss
Ramin Younessi

Chief Accounting Officer
Jananne A. Copeland

Corporate Controller
Jill E. Daugherty

Treasurer
Edward J. Scott

Assistant Treasurer
Sally A. Stiles

Chief Audit Officer
Kimberly R. Doe

Chief Ethics and Compliance Officer
Lance W. High

Corporate Secretary
Christopher M. Reitz

Assistant Secretary
Patrick G. Holcombe

Assistant Secretary
Joni J. Funk

*Appointed in 2015
**Retired in 2015

BOARD OF DIRECTORS

David L. Calhoun
Daniel M. Dickinson
Juan Gallardo
Jesse J. Greene, Jr.
Jon M. Huntsman, Jr.
Dennis A. Muilenburg
Douglas R. Oberhelman
William A. Osborn
Debra L. Reed
Edward B. Rust, Jr.
Susan C. Schwab
Miles D. White

LEGAL STATEMENTS

© 2016 Caterpillar All Rights Reserved. CAT, CATERPILLAR, their respective logos, ACERT, BUILT FOR IT, MineStar, Product Link, Solar, VisionLink, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar Inc. or its subsidiaries and may not be used without permission.

Forward-Looking Statements Certain statements in this 2015 Sustainability Report relate to future events and expectations and are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "believe," "estimate," "will be," "will," "would," "expect," "anticipate," "plan," "project," "intend," "could," "should" or other similar words or expressions often identify forward-looking statements. All statements other than statements of historical fact are forward-looking statements, including, without limitation, statements regarding our outlook, projections, forecasts or trend descriptions. These statements do not guarantee future performance, and we do not undertake to update our forward-looking statements.

Caterpillar's actual results may differ materially from those described or implied in our forward-looking statements based on a number of factors, including, but not limited to: (i) global and regional economic conditions and economic conditions in the industries we serve; (ii) government monetary or fiscal policies and infrastructure spending; (iii) commodity price changes, component price increases, fluctuations in demand for our products or significant shortages of component products; (iv) disruptions or volatility in global financial markets, limiting our sources of liquidity or the liquidity of our customers, dealers and suppliers; (v) political and economic risks, commercial instability and events beyond our control in the countries in which we operate; (vi) failure to maintain our credit ratings and potential, resulting in increases to our cost of borrowing and adverse effects on our cost of funds, liquidity, competitive position and access to capital markets; (vii) our Financial Products segment's risks associated with the financial services industry; (viii) changes in interest rates or market liquidity conditions; (ix) an increase in delinquencies, repossessions or net losses of Cat Financial's customers; (x) new regulations or changes in financial services regulations; (xi) a failure to realize, or a delay in realizing, all of the anticipated benefits of our acquisitions, joint ventures or divestitures; (xii) international trade policies and their impact on demand for our products and our competitive position; (xiii) our ability to develop, produce and market quality products that meet our customers' needs; (xiv) the impact of the highly competitive environment in which we operate on our sales and pricing; (xv) failure to realize all of the anticipated benefits from initiatives to increase our productivity, efficiency and cash flow and to reduce costs; (xvi) additional restructuring costs or a failure to realize anticipated savings or benefits from past or future cost reduction actions; (xvii) inventory management decisions and sourcing practices of our dealers and our OEM customers; (xviii) compliance with environmental laws and regulations; (xix) alleged or actual violations of trade or anti-corruption laws and regulations; (xx) additional tax expense or exposure; (xxi) currency fluctuations; (xxii) our or Cat Financial's compliance with financial covenants; (xxiii) increased pension plan funding obligations; (xxiv) union disputes or other employee relations issues; (xxv) significant legal proceedings, claims, lawsuits or government investigations; (xxvi) changes in accounting standards; (xxvii) failure or breach of IT security; (xxviii) adverse effects of unexpected events, including natural disasters; and (xxix) other factors described in more detail under "Item 1A. Risk Factors" in our Form 10-K filed with the SEC on February 16, 2016, for the year ended December 31, 2015.

To learn more about Caterpillar in 2015 and our sustainability journey, please visit the full 2015 Year in Review and Sustainability Reports at http://reports.caterpillar.com/





Caterpillar Inc.
100 NE Adams Street
Peoria, Illinois 61629 USA
1 (309) 675-1000

CATERPILLAR®

Re: Due November 4 -- Exemption request for business license

Tax-License Tax-License to: Schreifels_Ann_M 10/26/2016 03:43 PM
Cc: "Jeffrey Whiting"

Caterpillar: Confidential Green Retain Until: 11/25/2016
History: This message has been forwarded.

Ms. Schreifels,

Since Caterpillar Inc will have a business location within Tucson city limits, Caterpillar will need a city business license. If the office in Tucson is not selling any items, then it will not need a City of Tucson tax license.

You can contact the license section at 520-791-4566 regarding a business license. You can also register for a business license using the City's e-tax system.
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tucsonaz.gov_finance&d=DQIFAg&c=p0oa49nxxGtbbM2qgM-GB4r4m9OlGg-sEp8sXylY2aQ&r=WMM-Ht51y52fzXNRZvP2tBVTk26SHHwUPGwOJAl6F28&m=HPFwjLMGClbmrODIDUKpY0AsADLvILKVeSz0jgvqgbw&s=APhmU16iI7x-JCKk_KSfzLwib00MZic_U0NiNPME11Q&e=

Thank you.

Pam

>>> "Ann M. Schreifels" <Schreifels_Ann_M@cat.com> 10/14/2016 11:47 AM >>>
Hello,

I'm writing behalf of Caterpillar Inc. We are responding to a City of Tucson RFP (#161534) and one of the requirements is to either hold a City of Tucson business license or receive a written determination from your office that a business license is not required.

Though we are responding as a manufacturer, it is our local dealer, Empire Machinery, who will conduct all business with the city. Caterpillar will never directly sell equipment nor collect any funds. This is how we are currently doing business and we are not requesting any changes. (Empire Machinery does have a current City of Tucson business license.)

Would you be able to confirm in writing that Caterpillar Inc. is not required to hold a business license for the purposes of this RFP?

The City of Tucson contract officer leading this RFP is Jeffrey Whiting and either he or I would be happy to clarify this request.

Thank you very much,

Ann Schreifels
Americas Marketing Supervisor
Governmental Sales & Business Processes
Global Construction & Infrastructure
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: 309-266-0471 | Tie: 7-726-0471 | C: 309-338-5976

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Casualty Insurance Program*

Caterpillar Inc. assumes a major retention for its general liability exposures (including product liability) and auto liability exposures (except where required by state statute). This retention is consistent with Caterpillar's net worth and cash flows.

If Caterpillar's net worth drops below $1 Billion, insurance certificates will be issued. Caterpillar Inc. has in place catastrophic excess liability coverage.

Please contact (309) 675-4645 if you have any questions.

CATERPILLAR®

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Property Insurance Program*

Caterpillar Inc. assumes a major retention for its corporate property exposures. This retention is consistent with Caterpillar's net worth and cash flows. Catastrophic protection purchased is consistent with other corporations of our size.

Caterpillar Inc. will honor its responsibilities assumed under any agreement.

Please contact (309) 675-8400 if you have any questions.

CATERPILLAR®

Effective with sales to the first user on or after July 1, 2016

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued…

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.
NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2016 Caterpillar All Rights Reserved.

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Effective with sales to the first user on or after January 1, 2014.

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks.

Allowance (%) = (1-Track hours /1000 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side....)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

- **I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR**
- **II. PRODUCTS THAT COST AUD 40,000 OR LESS,**

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2016 Caterpillar All Rights Reserved.
CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow", the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: General Freight Trucking, Local

Issue Date: December 31, 2015

Expiration Date: December 31, 2016

Owner:
EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2016

Non-Transferable

3006282

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2016

Please refer to license number in all correspondence.

By _____
Finance Director

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

TO: Jeffrey Whiting, Contract Officer
City of Tucson, AZ

FM: Patty Redpath, Governmental Account Manager
Caterpillar Inc.

RE: Payments for purchases under RFP #161534

As requested in the RFP, this note constitutes formal notice that payments by the City of Tucson for products and services under this contract should be made to our authorized dealer, Empire Machinery.

Payments should be directed to:

Empire Southwest, LLC
P.O. Box 2985
Phoenix, AZ 85062-2985

Any questions regarding payments should be directed to your account manager or to accounts.receivable@empire-cat.com.

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Cooperative Contracts 2017 - City of Tucson RFP Response

Machine Model*	New Equipment
2016	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Articulated Trucks	
725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks	
770	10.00%
773	10.00%

Landfill Compactors	
816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors	
814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders	
903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders	
953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar Oct. 7, 2016 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	

C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List)	
(EPA & CARB Tier 4 Final Emissions Certified)	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGBN" Caterpillar Price List)	
750 kW 480 Volt	33%
800 kW 480 Volt	33%
C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PKGN" Caterpillar Price List)	
1000 kW 480	37%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGAN" Caterpillar Price List)	
480 V, Standby Rating Only - 1500 kW	33%
12470 V, Standby Rating Only - 1500 kW	33%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGAG" Caterpillar Price List)	
480 V, Standby Rating Only - 2000 kW	33%
12470 V, Standby Rating Only - 2000 kW	33%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	32%
High Voltage - Standby Rating Only - 2000 kW	32%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	32%
High Voltage - Standby Rating Only - 2250 kW	32%
3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2500 kW	30%
High Voltage - Standby Rating Only - 2500 kW	30%
3516-PGDL, 2MW, 2.5MW	32%
3516-PGEL, 2MW, 2.5MW Tier 4 Final	19%
G3412, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3508EPG" Caterpillar Price List)	17%
G3412PGG Standby, 375kW, 450kW, 500kW	26%
G3512NL Stationary Certified 831bkW, 1095bkW	17%
G3516, 60 HZ, 1800 RPM, 3 Phase, 240 or 480 Volt, Self Excited	
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
1040 eKW - Standby	17%

G3516, 60HZ, 1200 RPM, 3 Phase, 480 Volt
(Reference the "PSNA-EPG-F_G3516AEPG" Caterpillar Price List) 17%

G3516H, 60HZ, 1500 RPM, 3 Phase
(Reference the "PSNA-EPG-F_G3516HNG" Caterpillar Price List) 17%

G3520H, 60 HZ
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List) 17%

G3520, 60 HZ, 2055, 1900, or 1600 eKW
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List) 17%

CG132, CG170, CG260 (custom) 15%

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.
Each quote is custom for the specific application.
However, members will receive a 15% discount off of the configured list price from each member's local dealer.

C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
4000 kW (with Fan Rating) 24%

C175, 60 HZ, 3000 kW (EPA Tier 4)
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 19%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 26%
3100 kW (without Fan Rating) 26%

G30PGAN, 30kW

G80PGAN, 50kW, 60kW, 80kW

G150PGAN, 100kW, 125kW, 150kW

Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%
G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%

APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)
20 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)
30 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)

XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)	
320 kW* (3 phase or 1 phase)	23%
XQ375BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ375BN" Caterpillar Price List)	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified)	
(Reference the "XQ2000N" Caterpillar Price List)	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)	
UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kVA)	20%
Plus all price list related options	20%
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

Caterpillar Sourced Goods & Support Services Multiplier (Power Systems Only)

Sourced Goods & Support Service Provided	National IPA Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 161534

Heavy Equipment, Parts, Accessories, Supplies and Related Services

AMENDMENT NO. ONE (1)

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced RFP as though fully set forth therein. Any questions regarding this amendment should be addressed to Jeffrey Whiting, Contract Officer at (520) 837-4123 or Jeffrey.Whiting@tucsonaz.gov.

JW/lr

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701**.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Print Name and Title

Company Name

Address

City State Zip

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**161534**
PROPOSAL DUE DATE:	**October 27, 2016 AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**Department of Procurement** **255 W. Alameda, 6th Floor, Tucson, AZ 85701**
MATERIAL OR SERVICE:	**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**
PRE-PROPOSAL CONFERENCE DATE:	**October 4, 2016**
TIME:	**10:00 A.M. LOCAL AZ TIME**
LOCATION:	**City Hall, 1ST Floor Conference Room** **255 W. Alameda, Tucson, AZ 85701**
CONTRACT OFFICER:	**Jeffrey Whiting**
TELEPHONE NUMBER:	**(520) 837-4123** **Jeffrey.Whiting@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

JW/lr

PUBLISH DATE: September 27, 2016

INTRODUCTION

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES.** The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to, the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Vizient (formally, Novation), to leverage over $100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment A.

The City anticipates spending approximately $8.5 million for Heavy Equipment over the full potential Master Agreement term (5 years). For Fiscal Year 17, the City anticipates purchasing an articulating haul truck and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Heavy Equipment purchased under the Master Agreement through National IPA is approximately $25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	**Estimated Finish Date of Activity**
RFP Published	September 27, 2016
Pre-proposal conference	October 4, 2016
Proposal due date	October 27, 2016
Anticipated Vendor Interview / Demonstration	November 28 – December 2, 2016
Anticipated Final negotiation completed	December 19, 2016
Contract award & issuance of purchase order	January 9, 2017

SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

a. Have a strong national presence in the heavy equipment industry.
b. Have a distribution model capable of delivering heavy equipment nationwide.
c. Have a demonstrated sales presence.
d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA with MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall include, but not be limited to, the following:

a. Copy of Contractor's order to the factory.
b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
c. Factory generated computer status reports.
d. Notification to the City of any changes in production or shipping dates.
e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Operations/Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of the completed vehicles to the City:

a. Invoice
b. Warranty document
c. Level 1 Inspection
d. Required manuals
e. RD108-Title

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the General Services Department/Fleet Services Division a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. VEHICLE INSPECTION: The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the General Services Department/Fleet Services Division staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the

Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.

6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more than one working day from date of notification.

7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

Total Maintenance and Repair (TMR's) must be agreed upon and presented to the City prior to the purchase of equipment and/or rebuilds.

8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within a 125-mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle(s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the Contractor must provide a response within 60 minutes.

Additional Requirement for City of Tucson Landfill: A service technician must be on-site each morning, Monday-Friday (except holidays) to service and maintain the City of Tucson landfill equipment located at 5300 E. Los Reales Road, Tucson, AZ.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. **EQUIPMENT:** A complete and comprehensive line of new and used Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to, the following:

Landfill Equipment:
- Landfill Dozers
- Landfill Compactors
- Landfill Scraper

Material Handling
- Fork Lift
- Crane / Wheeled
- Crane / Track

Construction Equipment
- Air Compressor
- Articulated Dump Truck
- Asphalt Cold Planer
- Asphalt Rotary Mixer
- Bucket Truck
- Cement Mixer
- Chip Spreader
- Crack Sealer
- Dozers **/** Tracked
- Dozers / Wheeled
- Dump Trucks
- Excavators / Tracked
- Excavators / Wheeled
- Ice Resurfacer
- Loaders / Backhoe / Wheeled
- Loaders / Tracked
- Loaders / Wheeled
- Motor Graders
- Patcher Truck
- Paver / Tracked
- Paver / Wheeled
- Rollers / Drum / Vibrate
- Rollers / wheeled / Pneumatic
- Rollers / Drum / Wheeled
- Scrapers
- Skid Steer Loaders
- Soil Compactors
- Sweeper / Scrubber
- Sweeper / Street
- Sweeper / walkway
- Telehandlers
- Trailer / Tilt
- Trailer / Flatbed
- Trailer / Drop Neck
- Trailer / Utility
- Trencher
- Water Truck
- Water Wagon

2. **CURRENT EQUIPMENT AND PRODUCTS:** All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. **PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. SERVICES: The City is seeking the inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repair services may include, but not be limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.

c. **Warranties:** The ability to provide a full range of extended warranties.

d. **Lease/Financing Options:** The ability to provide financing options. Identify direct or third party financing or both.

e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.

g. **Incorporation of New Business Enterprises:** The ability to incorporate certain business enterprises (as requested by the City or Participating Agencies) into your distribution, and sales channels.

h. **Green/Sustainability Program:**
1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
   For purposes of this solicitation and subsequent contract, the following definitions shall apply:
   City: The City of Tucson, Arizona
   Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
   Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
   Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
   Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
   May: Indicates something that is not mandatory but permissible.
   Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
   Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
   Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror.

There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. TAXES: The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. PROPOSAL/SUBMITTAL FORMAT: An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with

modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. CERTIFICATION: By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. LATE PROPOSALS: Late proposals will be rejected.

16. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. WITHDRAWAL OF PROPOSAL: At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. DISCUSSIONS: The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. CONTRACT NEGOTIATIONS: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any

property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. VENDOR APPLICATION: Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.
2. Identification and description of sub categories.
3. Identify accessories, parts, services, etc. that are available through the manufacturer.
4. Identify accessories, parts, services, etc. that are available through the authorized dealer.
5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

6. Do you offer color choices for each product listed?

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:
   1. types of warranties available (by category or equipment)
   2. description of your warranty claims procedures.
   3. description of your policy addressing warranty issues related to:
      i. Major Component Failures
      ii. Engineering Deficiencies
      iii. Describe your firm's standard response time to address warranty failure issues.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

f. Submit all information that will aid the City in evaluating your proposal

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

   1. Provide detailed information explaining your service capabilities.

   2. Provided detailed information explaining the service capabilities of your authorized dealers.

   3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

   4. Describe your training programs, addressing, at a minimum, the following:
      i. How will equipment training be conducted?
      ii. Describe the training curriculum for the equipment operators.
      iii. Describe the training curriculum for the service technicians.
      iv. How will you accommodate various work shifts?
      v. What type of documentation is provided with the proposed training?
      vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
      vii. Is the training provided by the manufacturer, dealer or both?

5) Ordering and Invoices
   a. Describe your order process.

   b. How do agencies work with your firm to determine appropriate equipment needs?

   c. Describe the equipment delivery process and your delivery commitment.

   d. What is your standard equipment delivery timeframes?

   e. How does your firm communicate order cut off dates to your customers?

   f. Identify and describe any exceptions or challenges.

   g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

   h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

   i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

   j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

   k. Titles- will equipment be provided with proof of registration with the state?

   l. Will each product be delivered free of distributor advertising?

6) Other
   a. Describe any government rebate programs applicable.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

   The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

2) Based on your distribution network, explain how freight is calculated.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

9) Does your firm have a City of Tucson Business License? _____Yes _____No
   a. If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

2) Describe your dealer network and their role in providing products and services under this contract.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors based on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS**: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000

III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

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

I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL**: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the Contractor as a condition of their intended purchase transaction. If the Contractor chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

10. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. DUPLEXED/RECYCLED PAPER: In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. EQUAL PAY: The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. FEDERAL IMMIGRATION LAWS AND REGULATIONS: Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. GRATUITIES: The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers,

directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

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

For clarification of this offer, contact:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-_____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____ , 2016.

Awarded this _____ day of _____ , 2016.

_____
As Tucson City Attorney and not personally

_____
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

ATTACHMENTS

ATTACHMENT A: National IPA Exhibits

Attachment A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Heavy Equipment, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $25,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated National IPA internet web-based homepage on Supplier website with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's website including the online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and

national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
    i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
    ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
    iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
    iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at

EXAMPLE

National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of

EXAMPLE

Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

EXAMPLE

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	Ward H. Brown
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.

3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

5. That the Participating Public Agency agrees that the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or

EXAMPLE

indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Supply, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided that the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.

6. That the Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.

9. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.

10. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA") pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT

MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR

PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6th FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726-7210
PHONE: (520) 837-4134 / FAX: (520) 791-4735
Cynthia.Thompson@tucsonaz.gov
ISSUE DATE: October 20, 2020

CONTRACT NO:161534-01
CONTRACT AMENDMENT NO.: FIVE (5)

CT
SENIOR CONTRACT OFFICER: CYNTHIA THOMPSON, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

Pursuant to Paragraph 7 (Term and Renewal) of the Special Terms and conditions section, the City is hereby exercising its option to renew the contract for the period of **May 1, 2021 through April 30, 2022.**

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: CATERPILLAR, INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT

Patrick Kearns 11-2-2020
Signature of person authorized to sign Date

Patrick Kearns, North America Industry Mgr.
Name and Title (typed or printed legibly)

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Kearns_Patrick@cat.com
Email Address

Peoria IL 61629
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Tirena Pavelka
Name and Title (typed or printed legibly)

(309) 494-4578
Phone Number

Pavelka_tirena_L@cat.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 2nd DAY OF November, 2020, AT TUCSON, ARIZONA.

Dan Longanecker for
as Director of Business Services and not personally

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Wilson, Deputy Fire Chief
Co-Submitter:	Stacey Brechler-Knaggs
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration and Approval of Cooperative Contract: Purchase of new self-contained breathing equipment from Municipal Emergency Services, Inc. with the Assistance to Firefighters grant funds along with other City funding in the total amount of $680,981.73.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of new Self Contained Breathing Apparatuses (SCBAs) for the Flagstaff Fire Department from Municipal Emergency Services, Inc. (MES) through a Sourcewell Cooperative Purchasing Contract (#032620) for a total dollar amount of $680,981.73.
    - Funded $469,090.91 by federal grant EMW-2019-FG-02915
    - Required matching funds of $46,909.09 from the City
    - $164,981.73 covered by other City funds
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The purchase of Fire Department's current SCBAs equipment was bond-funded in 2006 and are 15 years old. The SCBAs are in dire need of replacement. The Fire Department is constantly paying for repairs and breakdowns of this equipment and their life expectancy and service opportunities have been surpassed. An Assistance to Firefighters Grant program application was submitted and an award was received for a large portion of the cost of replacement for this equipment. The Budget Team agreed to supplement the additional funding with other city monies to allow for a full replacement of all needed equipment.

Financial Impact:

The Assistance to Firefighters Grant award is in the amount of $469,090.91. There is a 10% required city match in the amount of $46,909.09. Additionally, there was an $164,981.73 cost for the purchase covered by other City funds. This grant is budgeted in the General Fund, Fire Grant Section for $735,000 (account number 001-03-052-6152-2-4354). The Budget Team approved up to $175,000 in additional one-time funds to purchase the remaining unfunded equipment needs not covered by the grant using personnel benefit savings.

Policy Impact:

No Policy Impacts

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

- Provide public safety with the resources, staff, and training to respond to community needs
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system
- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs

Has There Been Previous Council Decision on This:

Yes, the Flagstaff City Council approved and accepted the Assistance to Firefighters grant award on September 15, 2020.

Options and Alternatives:

1. The City Council approves this cooperative purchase contract with Municipal Emergency Services, Inc. for the purchase of new Self Contained Breathing Equipment with support of the Assistance to Firefighters Grant;
2. The City Council declines to enter into this cooperative purchase contract and directs staff to conduct a formal competitive solicitation.

Background/History:

The Fire Department uses SCBAs as a part of the personal protective equipment (PPE) for Firefighting and HAZMAT incidents to enter areas where the atmosphere is threatening to life and health to those being exposed. There are many reasons for this to happen, but the most common is a structure fire. These devices protect fire personnel by providing breathing air while in these areas. The current equipment was purchased in 2006 and are near their end of life cycle. By approving the cooperative purchase contract, the new SCBAs can be purchased and placed in service in a relatively short amount of time. The approval of these funds are specifically for items that protect the health and safety of firefighters.

Procurement on this purchase was conducted through the use of a cooperative purchasing contract from Sourcewell (#032620) with Municipal Emergency Services Inc. Use of this cooperative purchasing contract allows the Fire Department to obtain formally solicited competitive pricing for the SCBA equipment.

Key Considerations:

The Fire Department has been considering a capital replacement of the SCBAs for several years with the cost hovering around $750,000-1,000,000. Without replacement, the current equipment would no longer be serviceable because it is out of the safe life use. The grant award paid a substantial amount of the cost of the SCBAs, but it is necessary to supplement the purchase with additional funds in order to replace enough equipment to make sure that firefighters are able to safely operate together on working incidents. Due to some of the COVID-19 strains felt by the distributors, the Fire Department is getting excellent pricing and are able to replace all the critical safety equipment and the majority of our ancillary equipment with less dollars.

Expanded Financial Considerations:

The cooperative purchase contract would provide 68 SCBAs and 10 Rapid entry packs used to rescue firefighters in dangerous situations. The City portion is $46,909.09 and Federal portion is $469,090.91 and an additional $164,981.73. These costs were approved by the Budget Team to replace all the necessary masks, regulators and other equipment needed to equip all line personnel (84) plus spares for replacement. The Fire Department was also able to add several other pieces of equipment to update our Hazardous Materials teams to the new equipment as well. Piecemealing different safety equipment that is not interchangeable is a true safety issue, and these funds keep that from occurring.

Community Benefits and Considerations:

The benefit to the community is their firefighters have the best and latest protective equipment to provide the highest level of service to them while protecting the firefighters' health a safety.

Brings the City's firefighters up to the Greater Flagstaff Regional Standards for SCBAs and PPE.

Community Involvement:

None

Attachments: Pictures of items
Co-Op Contract
Exhibit B


3M
SCOTT


5.5
SCOTT
SAFETY
45-MIN
BREATHING AIR
5500 PSI
MADE IN THE U.S.A. by SCOTT SAFETY


SCOTT
AIR-PAX
EBSS

COOPERATIVE PURCHASE CONTRACT
Contract No. 2021-77

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Municipal Emergency Services Inc. a Connecticut Corporation ("Contractor").

RECITALS:

A. Contractor has Contract #032620 with Sourcewell to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. Contractor is a dealer as described in the Agency Contract; and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

FIRE SCBA EQUIPMENT

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided not to exceed a total of **six hundred eighty thousand nine hundred and eighty-one dollars and seventy-three cents ($680,981.73) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

    - Funded $469,090.91 by federal grant EMW-2019-FG-02915
    - Required matching funds of $46,909.09 from the City
    - $164,981.73 covered by other City funds

4. Grant Provisions: Contractor shall meet the Grant Provisions in Grant Number EMW-2019-FG-02915 as set forth in *Exhibit C*.

5. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

6. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

7. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

8. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

Quote

MUNICIPAL EMERGENCY SERVICES

2330 West University Drive
Unit #10
Tempe, AZ 85281

Date	02/11/2021
Quote #	QT1445304
Expires	03/13/2021
Sales Rep	Burks, Mark
PO #	3M Scott - SCBA
Shipping Method	FedEx Ground

Bill To

ATTN: ACCTS PAYABLE
Flagstaff Fire Department
211 W ASPEN AVE
FLAGSTAFF AZ 86001-5359

Ship To

Mark Wilson-Station #2
Flagstaff Fire Department
1701 E Ponderosa Parkway
Flagstaff AZ 86001
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
X8914026305304			AirPak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness w/ Parachute Buckles, Standard Belt with No Escape Rope, EZ Flo C Regulator with Quick Connect Hose (Rectus fittings) Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA per Box (black)	68	6,353.86	432,062.48
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	68	1,252.64	85,179.52
FP1MK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Medium Face Seal, Kevlar Headnet, No Spare Headnet	68	370.46	25,191.28
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	68	0.00	0.00
Used Airpak Credit			City of Flagstaff's Sourcewell Member number is #32200 Sourcewell contract #032620	1	(70,000.00)	(70,000.00)

Subtotal	472,433.28
Shipping Cost (FedEx Ground)	0.00
Tax Total	43,374.10
Total	$515,807.38

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1445304

MUNICIPAL EMERGENCY SERVICES

2330 West University Drive
Unit #10
Tempe, AZ 85281

Quote

Date	02/12/2021
Quote #	QT1445939
Expires	03/14/2021
Sales Rep	Burks, Mark
PO #	3M Scott - SCBA
Shipping Method	FedEx Ground

Bill To

ATTN: ACCTS PAYABLE
Flagstaff Fire Department
211 W ASPEN AVE
FLAGSTAFF AZ 86001-5359

Ship To

Mark Wilson-Station #2
Flagstaff Fire Department
1701 E Ponderosa Parkway
Flagstaff AZ 86001
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
201564-31			RIT-Pak Fast Attack, 4.5, Medium, Rectus Fitting	10	2,413.13	24,131.30
200870-01			CYL&VLV ASSY CARB,30MIN,4500	10	948.19	9,481.90
200130-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 60 Minutes (at 40 lpm)	12	1,320.22	15,842.64
Scott Part			Scott Part FP1MK0002M10010 Vision C5 Facepiece with Radio DirectInterface and Bone Conduction Headphone, Medium, Kevlar Headnet	34	1,286.88	43,753.92
Scott Part			Scott Part CF5V2DDB Vision C% Charger (qty.2) Double Mounting Bracket, High-Power Supply (AC)	6	583.62	3,501.72
201650-05			E-Z Flo C5, Quick Connect Hose, Rectus	27	1,608.75	43,436.25
10008912			PACKING, PREFORMED	20	2.29	45.80
31004311			ADAPTER,AIRLINE UEBSS	20	12.24	244.80
10012129			Q D,FEMALE,CHECK *KB*	10	225.42	2,254.20
GLPH- General labor	DISASSEMBLE		DISASSEMBLE AND REASSEMBLE NEW RIT-PAK LOW PRESSURE MANIFOLD	10	80.00	800.00
AZ PPE RECON			Custom Arizona PPE Recon Inc ROPE BAGS	61	33.75	2,058.75
805826-01			SMAC-2,4 OUTLET,HANSEN, L/CYL	1	3,127.00	3,127.00
804723-01			(HM) CYL&VLV CARBON 60 City of Flagstaff's Sourcewell Member number is #32200 Sourcewell contract #032620	2	1,336.94	2,673.88

MUNICIPAL EMERGENCY SERVICES

Quote

Date 02/12/2021
Quote # QT1445939

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount

Quotes QT1445304 and QT1445310 are combined offers. Any changes to pricing, items, or quantities may void one or both quotes / offers from MES to the Flagstaff Fire Department and or the City of Flagstaff. City of Flagstaff's Sourcewell Member number is #32200
Sourcewell contract #032620

Subtotal	151,352.16
Shipping Cost (FedEx Ground)	0.00
Tax Total	13,822.19
Total	$165,174.35

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1445939

EXHIBIT B
AGENCY CONTRACT

Sourcewell Contract #032620. (Attached)

EXHIBIT C

GRANT PROVISIONS

Grant Project Title: Fiscal Year 2019 Assistance to Firefighters Grant

Funding Agency: U.S. Department of Homeland Security, Federal Emergency Management Administration

Grant Agreement No.: EMW-2019-FG-02915

FEDERAL - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension."

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees)

Clean Water and Air Act
Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Energy Policy and Conservation Act
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Resource Conservation and Recovery Act
Compliance with the Resource Conservation and Recovery Act (RCRA) requires federal agencies to assess the impact that debris, debris removal, hazardous wastes, and hazardous waste clean-up projects will have on air and water quality and take actions to prevent degradation. RCRA gives EPA the authority to control hazardous waste from the "cradle-to-grave" to facilities that generate hazardous materials and sets forth a framework for the management of non-hazardous waste (42 USC, 6901).

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in Funding Agency Contracting Provisions for Construction Projects the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

CODE OF FEDERAL REGULATION (CFR) - Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

Solicitation Number: RFP #032620

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln, 2nd Floor, Sandy Hook, CT 06482 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 5/5/2020 | 5:05 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/5/2020 | 5:08 PM CDT

Municipal Emergency Services Inc.

DocuSigned by:
By: Seth Cosans
BEDE7B96DF184BB...
Seth Cosans
Title: Contract Administrator

Date: 5/5/2020 | 5:06 PM CDT

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name:	Municipal Emergency Services Inc
Does your company conduct business under any other name? If yes, please state:	Lawmen Supply Company of New Jersey Inc.
Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT 06482
Contact:	Seth Cosans
Email:	seth.cosans@mesfire.com
Phone:	410-960-2600
Fax:	410-960-2600
HST#:	651051374

Submission Details

Created On:	Tuesday March 17, 2020 14:35:57
Submitted On:	Tuesday March 24, 2020 15:22:27
Submitted By:	Seth Cosans
Email:	seth.cosans@mesfire.com
Transaction #:	0324bb6e-3b06-4962-a998-e3f0a01857b0
Submitter's IP Address:	173.49.115.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Municipal Emergency Services Inc.	*
2	Proposer Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT,06482	*
3	Proposer website address:	www.mesfire.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services Inc was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of $200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to turnout gear, structural, wildland, technical rescue, aircraft rescue,Hazmat and EMS. These products include Firefighting PPE protective clothing and gear, coats, pants, boots, gloves, hoods, CBRN, station wear, footwear, helmets, eye protection, SCBA and compressors and supply air devises, laundry, extractor machines drying cabinets and service for SCBA's and supply air compressor devises. Accessories include body armor.	*

9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.	*
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and continues working to grow with the great contracts like Sourcewell provides.	*
12	What is your Canadian market share, if any?	N/A	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certification standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.	*
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES NPPGov Contracts the last three years sold $56,194,974.17. NY HIRE Contract the last three years sold $18,874,155.57. NJ State Contract the last three years sold $27,572,071.00.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales $14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerny II	303-326-8889	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	$78,499.00 avg	$6,986,426.25	*
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	$ 48,997.00 avg	$6,516,619.15	*
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	$38,882.00 avg	$6,415,498.09	*
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	$52,477.00 avg	$6,402,231.76	*
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	$41,346.00 avg	$6,367,298.70	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.	*
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.	*
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA.MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Promotion from Sourcewell in concert with MES would be very important to all its membership. Sourcewell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.	*
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MES is not a (WMBE) so this does not apply. N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA.There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty.Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.	*
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.	*
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to $10,000. There is no added fee to use this method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcewell price.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcewell proposed bid price.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcewell indicated can be done on a case by case in the portal as they happen.	*
58	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture’s. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.	*
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes a 1% fee for all sales quarterly.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES staff are subject matter specialist on NFPA standards for turnout gear, SCBA systems and all related gear so that as changes in certifications are happening we are there to help the market stay up to speed with all of their gear and certifications testing and service. Our Techs are updated on their training as well as our sales staff as needed.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - MES Audited Financials 2018 FS.pdf - Saturday March 21, 2020 15:12:35
- Marketing Plan/Samples - MES Sourcewell 03262020 Marketing plan.doc - Sunday March 22, 2020 17:06:30
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Sourcewell 03262020 Warranty.doc - Tuesday March 24, 2020 09:27:04
- Pricing - MES PL.zip - Tuesday March 24, 2020 09:27:34
- Additional Document - MESWEL~1.PDF - Saturday March 21, 2020 15:12:11

DocuSign Envelope ID: 0EA63834-09E2-4165-838E-2B28B851D40E

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Seth Cosans, Contract Administrator, Municipal Emergency Services Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	☑	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	☑	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	☑	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	☑	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	☑	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	☑	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	☑	--

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eli Reisner, Project Manager - ER
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration and Approval of the Construction Contract: with Mountain High Excavating, LLC for the West Flag Improvements - David & Hutcheson Project in the amount of $2,573,961.01.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Mountain High Excavating, LLC. in the amount of $2,573,961.01, which includes a $122,000.00 Contract Allowance, with a contract duration of 235-calendar days; and
2. Approve Administrative Change Order Authority to the City Manager in the amount of $245,196.00 (10% of the Contract Amount, less the Contract Allowance); and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends the approval and award of the Construction Contract with Mountain High Excavating, LLC. in the amount of $2,573,961.01, which will authorize the construction of the West Flag Improvements - David & Hutcheson Project (the Project) in accordance with the approved public improvement plans prepared by Peak Engineering, Inc. The Project can be generally described as a utility and roadway improvements Project on E. David Drive from N. William Road to E. Hutcheson Drive and on E. Hutcheson Drive from E. Fine Avenue to E. David Drive. Please refer to the attached context and vicinity maps. The improvements consist of replacing approximately 2,800 LF of water main, 40 water services, 5 fire hydrants, 1,100 LF of sewer main, 40 sewer services, 5 manholes, 9,600 SY of roadway pavement, 6,600 SF of sidewalk, 2,900 LF of curb and gutter, select edge improvements, and other associated work. Pending Councils approval, construction is anticipated to begin in April 2021 and is anticipated to be complete in November 2021.

Financial Impact:

The Project will be funded by the total budget appropriations of $5,024,822 (includes FY 2020-2021 budget through FY 2021-2022 proposed), in Account Number 046-05-116-3346-6, from the West Flag budget line item under the Road Repair and Street Safety (RR&SS) – Utility Replacements and Overlays.

Policy Impact:

No impact.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Sustainable, Innovative Infrastructure

Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Regional Plan

Goal T.2.

Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

- Council previously approved the ballot language for the Road Repair and Street Safety Initiative (Prop. 406).
- Council approved and adopted the Road Repair and Street Safety – Utility Replacements and Overlays – West Flag 2021 budget.

Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2021; or,
2. Reject approval of the award as recommended. This action would delay the Project.
    a. If rejection occurs, possible options include:
        1. Direct Staff to re-advertise the Project; or
        2. Consider another delivery method (CMAR or Design/Build); or
        3. Suspend or cancel the Project completely.

Background/History:

On November 18, 2014, Council adopted the results of the General Election held on November 4, 2014. In the Election, voters approved a dedicated sales tax increase, Proposition 406, which included funding for road repairs and street safety improvements throughout the City of Flagstaff. These sections of David Drive and Hutcheson Drive qualified to receive pavement and utility improvements due to their existing pavement overall condition index (scale of 100-0) being at or below 50 and their existing utilities needing repair or replacement due to age, material, size, and or repeated maintenance.

The Project originally included Canyon Terrace Drive and was bid as one large project in the spring of 2020 but was pulled at the end of the bidding process given the economic uncertainties and the effects the COVID-19 Pandemic would have on the revenues funding the Project. It was decided to split the larger project into two separate projects consisting of David & Hutcheson and Canyon Terrace and re-advertise in the winter of FY20/21.

On December 17, 2020, the City of Flagstaff's Purchasing Section posted an Invitation for Bids (IFB) solicitation for construction on the PlanetBid's website and advertised the IFB in the Arizona Daily Sun on December 20 and 27, 2020. There were five (5) bids received and opened electronically on January 22, 2021. A summary of the bids received is identified in the Key Considerations section below. Mountain High Excavation, LLC. was determined to be the lowest responsive and responsible bidder.

Key Considerations:

The five (5) bids received for the Project are as follows:

Mountain High Excavating, LLC	$2,451,961.01
Capital Improvements, LLC.	$2,580,739.00
Kinney Construction, LLC.	$2,589,554.00
Sellers and Sons, Inc.	$2,913,595.00
T & T Construction, Inc.	$4,861,610.90

The Engineer's Estimate (without the Contract Allowance) was $2,882,264.50.

After bidding process, the Contract Allowance is established to address certain unforeseen items of work where details cannot be determined at the time of contracting and may be included in the Contract Amount per the City of Flagstaff's Procurement Code Manual. The $122,000.00 Contract Allowance is approximately 5% (rounded down to the nearest $1,000) of the low bid amount, which does not include a Contract Allowance. The Contract Allowance is used only at the City's discretion as outlined in the City of Flagstaff's Procurement Code Manual.

Administrative Change Order Authority is established to address inevitable differing field conditions usually becoming time-sensitive major construction issues resulting in unforeseen costs that are more than the Contract Amount. Change Order Authority provides the City Manager, on behalf of the Council, the administrative authority to amend the Contract Amount up to an established dollar amount (10% of the Contract Amount, less the Contract Allowance) and is only utilized if the Contract Allowance is or would become exhausted.

Expanded Financial Considerations:

The Project will be funded by the total budget appropriations of $5,024,822 (includes FY 2020-2021 budget through FY 2021-2022 proposed), in Account Number 046-05-116-3346-6, from the West Flag budget line item under the Road Repair and Street Safety (RR&SS) – Utility Replacements and Overlays.

Community Benefits and Considerations:

- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, ranging from 42 - 63 years old, to meet current standards, minimizing the possibility of emergency repairs and associated service outages.
- Replacing aged and deteriorated asphalt that is no longer maintainable with a chip seal or overlay and improving the streets ride quality and longevity.
- Replacing defective edge improvements such as existing sidewalk with tripping hazards and curb and gutter that impedes stormwater flow.
- Reducing required maintenance of existing infrastructure by replacing it with new infrastructure.

Community Involvement:

Inform, Involve, Empower:

- In November 2014, voters approved a dedicated sales tax increase to fund road repairs and street safety improvements throughout the City of Flagstaff.
- Since 2015 the Project has been listed as a proposed project in the interactive map on the Road Repair and Street Safety section of the City of Flagstaff's Website at: www.flagstaff.az.gov/roadsafety.
- Updates to the Road Repair and Street Safety Program, which included the proposed Project, have been presented by the Capital Improvements Engineer at multiple Transportation Commission Meetings, Council Meetings, and Budget Meetings.
- In May 2019, Staff sent Public Meeting Invitations to the property owners along the Project.
- A public meeting was held on April 4, 2019 at City Hall where City Staff and Peak Engineering were

in attendance to present the Project and hold discussions with residents from the neighborhood regarding the proposed Project.
- Staff has met with several individual property owners during design and will continue to do so through construction.
- Temporary entry permit requests will be sent to the residents adjacent to the Project prior to the start of construction.
- Construction notices will be sent to the residents adjacent to and in the area surrounding the Project prior to the start of construction.
- A Project website will be created to host Project information and post periodic updates to keep the Public informed during construction.
- Weekly updates consisting of schedule, sequence, and impacts will be provided through construction to residence that sign up to receive them.

Expanded Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2021; or,
2. Reject approval of the award as recommended. This action would delay the Project.
    a. If rejection occurs, possible options include:
        1. Direct Staff to re-advertise the Project; or
        2. Consider another delivery method (CMAR or Design/Build); or
        3. Suspend or cancel the Project completely.

Attachments:

Contract

Contract Supplementary Justification Form – David & Hutcheson

Context Map – West Flag Improvements – David & Hutcheson

Vicinity Map – West Flag Improvements – David & Hutcheson

Exhibit A - Contract

Exhibit B - Contract

Presentation

CONSTRUCTION CONTRACT #2021-69

City of Flagstaff, Arizona
and
Mountain High Excavating, LLC

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2021, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Mountain High Excavating, LLC ("Contractor") with offices at 4183 East Huntington Drive, Flagstaff, AZ 86004. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities for the **West Flag Improvements – David & Hutcheson Project** (the "Project"). The Project scope is specific to the attached Special Provisions (Exhibit B). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at a location identified by the City. The purpose of the meeting is to outline specific construction items and procedures that the Owner feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG") Exhibit A

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed the Total Contract Amount of **two million five hundred seventy-three thousand nine hundred sixty-one dollars and one cents ($2,573,961.01)**, which is the sum of the Contractor's bid amount of $2,451,961.01 and a Contract Allowance of $122,000.00, to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **two hundred thirty-five (235) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of

placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project. City retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal

shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.

13. Notices. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

If to Owner:	**If to Contractor:**
Matthew Luhman, CPP, CPPB	Katherine Bedlion, Member
Purchasing Manager	Mountain High Excavating, LLC
211 West Aspen Avenue	4183 East Huntington Drive
Flagstaff, AZ 86001	Flagstaff, AZ 86004
mluhman@flagstaffaz.gov	kathy@mtnhighex.com

14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined

based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. Force Majeure. The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit B. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff	**Mountain High Excavating, LLC**
Greg Clifton, City Manager	Signature
Attest:	Printed Name
City Clerk	Title
Approved as to form:	
City Attorney	

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: West Flag Improvements – David & Hutcheson Project
PROJECT NUMBER: 03-19001 **BID NUMBER:** 2021-69

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(Hereinafter called the Principal), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____
_____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: West Flag Improvements – David & Hutcheson Project
PROJECT NUMBER: 03-19001 **BID NUMBER:** 2021-69

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the Principal), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____
_____, with its principal office in the City of _____
("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____Dollars ($_____
_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 20__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined

in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION

[X] CONTRACT ALLOWANCE
[X] ADMINISTRATIVE CHANGE ORDER

PROJECT NO. ST3346 **PROJECT NAME:** West Flag Improvements – David & Hutcheson

FILE NO. 03-19001 **Project Manager:** Eli Reisner

CONTRACTOR/CONSULTANT: Mountain High Excavating, LLC

PROJECT DESCRIPTION:
A Road Repair and Street Safety Sales Tax funded, utility and roadway improvements Project on David Dr. from William to Hutcheson and on Hutcheson Dr. from Fine to David. Proposed improvements generally consist of replacing existing water/sewer mains, water/sewer services, asphalt pavement, select edge improvements, and other associated work.

JUSTIFICATION FOR USE AND AMOUNT:
Contract Allowance (CA) Justification and Amount:

A $122,000.00 CA is recommended to compensate Mountain High Excavating for costs associated with potential unforeseen items of work where details could not be determined at the time of contracting such as:

- Owner directed increases to Project scope for items not identified to need repair at the time of design or contracting.
- Non-compliant water/sewer service locations starting outside the Project limits and ending within the Project limits.

The low bid amount is *$2,451,961.01* plus a CA of *$122,000.00*, or approximately 5% (rounded down to the nearest $1,000) of the low bid amount of *$2,451,961.01* (excluding a CA), equals the total Contract Amount of *$2,573,961.01*.

Administrative Change Order (ACO) Justification and Amount:

A $245,196.00 ACO is recommended to compensate Mountain High Excavating for the associated costs on items such as:

- Unforeseen trench rock excavation, unsuitable soil, subgrade stabilization, and utility conflicts.
- Increase in the Project scope due to additional funding becoming available or oversight during Project scoping.

The *$245,196.00* ACO is *10%* of the low bid amount of *$2,451,961.01*, which is the Contract Amount of *$2,573,961.01* minus the *$122,000.00* CA.

Both the CA and ACO amounts are at the top end of the percentage range allowed per the Procurement Code Manual for Design/Bid/Build contracts due to existing neighborhood infrastructure projects having a higher risk for unforeseen items, including items arising from residents' concerns unknown during project development.

COST/BUDGET/FUNDING SOURCE ANALYSIS:
Contract Allowance Justification and Amount:

The CA is recommended to be included in the Contract Amount and can be funded by the Road Repair and Street Safety Program under the West Flag FY20 and FY21 appropriations totaling $5,024,822 in Account (046-05-116-3346-6).

Administrative Change Order Justification and Amount:

The ACO is recommended to be approved and can be funded by the Road Repair and Street Safety Program under the West Flag FY20 and FY21 appropriations totaling $5,024,822 in Account (046-05-116-3346-6).

APPROVAL:	**Signature**		**Date:**
Project Manager	Eli R. R	**Approval Recommended**	2/2/2021
Program Manager	n/a	**Approval Recommended**	
Section Head	Bret C. Petersen — Digitally signed by Bret C. Petersen; DN: cn=Bret C. Petersen, o=City of Flagstaff, ou=Capital Improvements, email=bpetersen@flagstaffaz.gov, c=US; Date: 2021.02.02 17:57:43 -07'00'	**Approval Recommended**	✓
Division Head	Richard A. Barrett — Digitally signed by Richard A. Barrett; DN: cn=Richard A. Barrett, o=City of Flagstaff, ou=Engineering Section, email=rbarrett@flagstaffaz.gov, c=US; Date: 2021.02.03 08:23:41 -07'00'	**Approval Recommended**	✓

Definitions

Contract Allowance

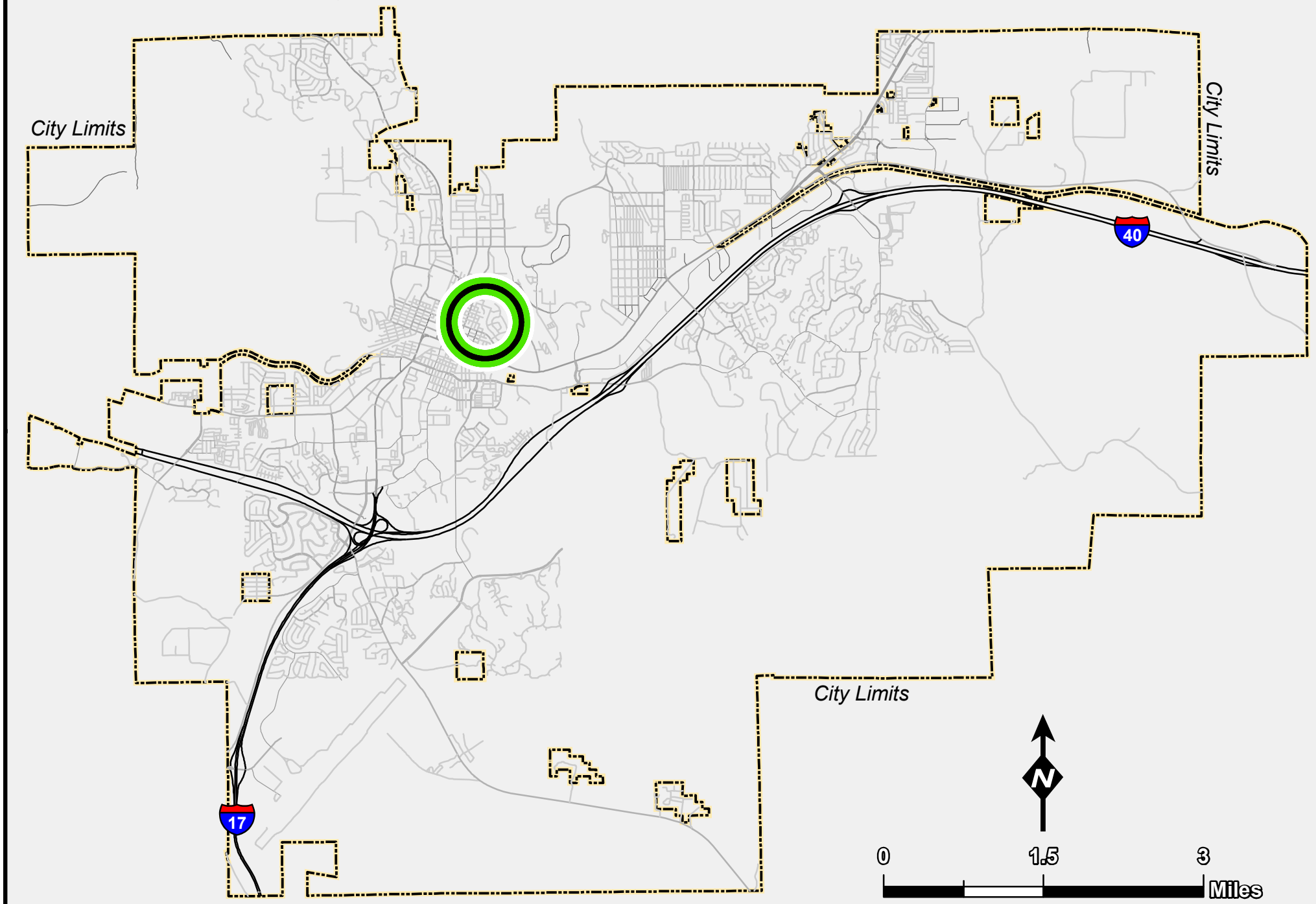
Contract allowances of up to 5%, 7.5% or 10% may be added to all design/bid/build design and construction contracts. The allowance is based on the engineer's estimate OR the lowest responsible bid (whichever is lowest), and will be included in the recommendation of award by City Council.

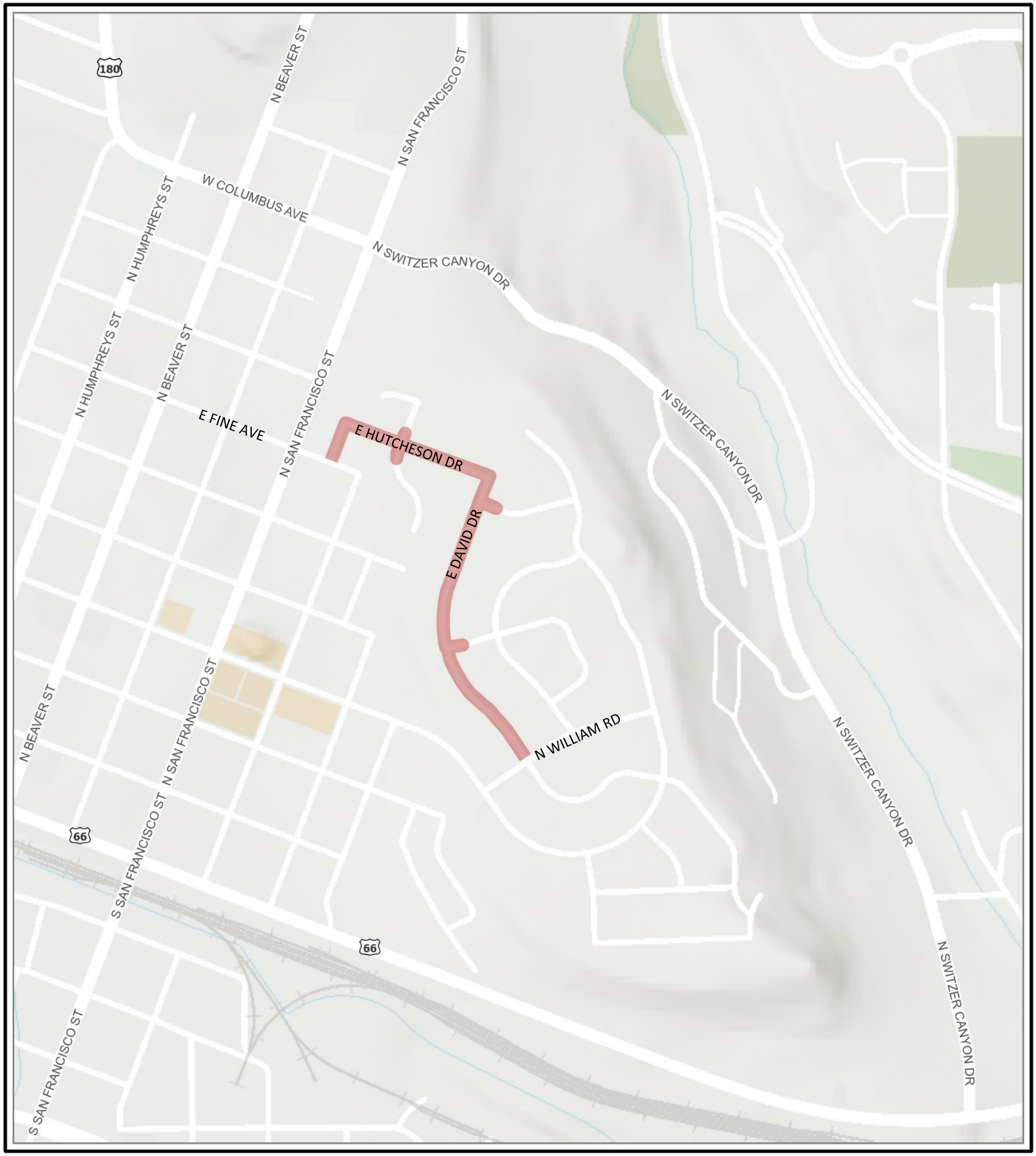
Contract Amount	Contract Allowance
Over $1,000,000 in value	allowance of up to 5%
$250,000 - $1,000,000	allowance of up to 7.5%
Below $250,000	allowance of up to 10%

Administrative Change Order

Up to ten percent (10%) Administrative Change Order (ACO) amount may be included in all design/bid/build design and construction contracts only to be considered by the City Council.

West Flag Improvements – David & Hutcheson





David & Hutcheson Vicinity Map

0 285 570 1,140 1,710 2,280

ft

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

1/26/2021 11:42 AM

CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)

Amended October 2020

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.
The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

(A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;

(B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;

(C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;

(D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG *Standard Details for Public Works Construction,* Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts. Proposals shall be considered irregular for the following additional reasons:

(A) If the Proposal contains unit prices that are obviously unbalanced.

(B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.
If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY:
(revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

reclaimed water shall apply. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:
When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:
Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:
The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:
The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:
1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. http://www.azdeq.gov/environ/air/asbestos/

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:
(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:
(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR:
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

  Definition of a crew;
  - personnel *(e.g. operator, laborer)*
  - equipment *(e.g. Cat 325 Excavator, 950 Loader)*
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday)*
  - work hours anticipated or scheduled per day *(e.g. 7:00 am to 3:30 pm)*

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ $ 43.00/hour
Inspector II @ $ 35.00/hour
Inspector I @ $30.00/hour
Lab Tech I @ $ 25.00/hour
Vehicle @ $1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

MONTH	*JANUARY*	*FEBRUARY*	*MARCH*	*APRIL*	*MAY*	*JUNE*
Monthly Calendar Days for Anticipated Adverse Weather	7 Days	7 Days	8 Days	6 Days	4 Days	3 Days
Average Monthly Precipitation	1.98”	1.96”	2.05”	1.34”	0.68”	0.51”
MONTH	*JULY*	*AUGUST*	*SEPTEMBER*	*OCTOBER*	*NOVEMEBER*	*DECEMBER*
Monthly Calendar Days for Anticipated Adverse Weather	12 Days	11 Days	7 Days	5 Days	5 Days	6 Days
Average Monthly Precipitation	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.
The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS:
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:

(revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS:
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:
(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING
(revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

Poa pratensis	Kentucky Bluegrass (mix of three varieties)	70%
Lolium perenne	Perennial Rye Grass	10%
Festuca rubra	Creeping Red Fescue	20%

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (http://az.gov/webapp/noi/main.do) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	*(Lolium multiflorum)*	30 lbs/acre
Oats	(*Avena sativa)*	60 lbs/acre
Regreen©	(*Triticum aestivum x Elytrigia elongata)*	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING

(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.)*

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation
Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing:
(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS
(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1 GENERAL:
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

SPECIAL PROVISIONS
City of Flagstaff, Arizona
West Flag Improvements:
David Dr. & Hutcheson Dr.

City of Flagstaff Project Number:

03-19001



Prepared by:
Peak Engineering, Inc.
110 N Agassiz Street
Flagstaff, AZ 86001
PH: 928-774-4046
FAX: 928-774-4206
EMAIL: tom@peakegr.com

Peak Project No: 18COF03

October 5, 2020

Table of Contents

PART 100 GENERAL CONDITIONS 4
SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS 4
SECTION 104 – SCOPE OF WORK 4
SECTION 105 – CONTROL OF WORK 6
SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC 8
SECTION 109 – MEASUREMENTS AND PAYMENTS 12

PART 200 – EARTHWORK 13
SECTION 201 CLEARING AND GRUBBING 13
SECTION 205 ROADWAY EXCAVATION 13

PART 300 – STREETS AND RELATED WORK 14
SECTION 301 SUBGRADE PREPARATION 14
SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE 14
SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT 14
SECTION 329 TACK COAT 15
SECTION 336 PAVEMENT MATCHING AND SURFACE TREATMENT 15
SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE 16
SECTION 342 INTERLOCKING CONCRETE PAVER INSTALLATIONS 17
SECTION 345 ADJUSTING FRAMES, COVERS AND VALVE BOXES 17
SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS 17

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL 19
SECTION 401 TRAFFIC CONTROL 19
SECTION 405 SURVEY MONUMENTS 19
SECTION 430 LANDSCAPING AND PLANTING 20
SECTION 450 MAILBOX CONSTRUCTION (NEW SECTION) 20

PART 500 – STRUCTURES 23
SECTION 505 CONCRETE STRUCTURES 23

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION 24
SECTION 601 TRENCH EXCAVATION, BACKFILLING AND COMPACTION 24
SECTION 610 WATERLINE CONSTRUCTION 24
SECTION 615 SANITARY SEWER LINE CONSTRUCTION 28
SECTION 625 MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS 30

PART 700 – MATERIALS 31
SECTION 701 AGGREGATE 31
SECTION 710 ASPHALT CONCRETE 31
SECTION 725 PORTLAND CEMENT CONCRETE 31
SECTION 750 IRON WATER PIPE AND FITTINGS 31

Appendices:

Appendix A	Report on Geotechnical Investigation
Appendix B	APS & Century Link Supplemental Utility Information
Appendix C	Utility Information Exhibits

MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2019 EDITION, CITY OF FLAGSTAFF GENERAL PROVISIONS, AND CITY OF FLAGSTAFF ENGINEERING STANDARDS ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 100 GENERAL CONDITIONS

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.6 SUBCONTRACTORS' LIST

(Revise to include)

The Contractor shall submit a subcontractor list to the City with the proposal pamphlet. It shall include the list of anticipated subcontractors and the dollar amount and percentage of contract work that each subcontractor will perform.

SECTION 104 – SCOPE OF WORK

104.1.1 GENERAL

(Revise to include the following)

The project generally includes new roadway construction of David Dr. from William Rd. to Hutcheson Dr., new waterline, and new water and sewer services along the same; new roadway construction of Hutcheson Dr. from David Dr. to Fine Ave., new waterline and sewer line, and new water and sewer services along the same. The scope of work presented in these Special Provisions and the accompanying construction plans more specifically include the following:

- Surface improvements (asphalt pavement section, sidewalks, curb and gutter, driveways, and driveway matchup improvements)
- Drainage improvements (valley gutters, scupper, catch basins & a storm drain)
- Removal and relocation of existing improvements (signs, fences, walls, landscape elements, mailboxes, etc.)
- Water Main Replacements (including new connections to existing water mains, fire hydrants and water services)
- Sewer Main Replacements (including new connections to existing sewer mains and sewer services)
- Street signage
- Miscellaneous improvements (appurtenance & manhole adjustments)

104.1.2 MAINTENANCE OF TRAFFIC

(Revise to include the following)

Any full street closures will require the approval of the City and involve adequate re-routing (as approved by the City Traffic Engineer), notification of media, notification of residents and businesses in the project area and along the proposed route, and adequate temporary signage/signals. All street restrictions or closures must be coordinated with emergency responders.

The Contractor shall be required to provide no less than one (1) week advance written notice of all street closures and traffic restrictions to all affected property owners, business owners, and residents, including those properties on a detour route. The notice shall be submitted to the City for review and shall include the projected date and duration of the closure and alternate detour routes. Each notice shall include the Contractor's name, contact person and local 24-hour telephone number as well as the City Project Manager's name and telephone number.

Construction Phasing Plan:

A detailed Construction Phasing Plan must accompany the Traffic Control Plan submitted to the Owner. This Construction Phasing Plan must show the schedule, duration, and location of all construction items and activities throughout completion of the Project. The Construction Phasing Plan must coordinate with the Traffic Control Plan. The Contractor will be required to present the plans to the Owner within seven (7) days of Notification of Award. The Owner shall promptly review the plans and either approve them or provide a written list of the items that will require revision. The Contractor shall submit the corrected plans within five (5) calendar days of receiving the Owner's list of required revisions. The corrected plans submittal shall address all comments from the Owner's list of required revisions.

Bidding and Construction Phasing Plans must conform to these requirements.

Traffic Safety:

At the time of the pre-construction conference, the Contractor shall designate an employee who is qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. This person shall be available during non-construction hours in case of any traffic control and/or safety items that need to be handled in an urgent manner. Traffic control shall include pedestrian, bicycle and vehicular traffic.

Sanitation Pickup:

Regular residential sanitation pickup in the Cherry Hill neighborhood is scheduled every Monday (Trash) and Thursday (Recycling). Bulk trash pickup occurs approximately every 5 weeks with the specific schedule found on the City of Flagstaff website at: http://www.flagstaff.az.gov/DocumentCenter/View/50309.

Dumpster pick up varies from location to location; coordinate with the City's Environmental Division and the property owner for pick-up days. When construction activity interferes with sanitation pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. The Solid Waste Division of the Public Works Department contact is (928) 213-2110. The contact number for Waste Management is (928) 779-6050. If trash or recycle pickup is obstructed by the construction activity, the Contractor will be responsible for proper disposal.

Emergency Access:

All roadway closures shall be coordinated by the Contractor with Traffic Engineering and the City's Project Manager at least 1 week in advance of the closures. The Contractor shall submit the closure for approval to the Traffic Engineer, copy the information to the City's Project Manager, and forward the street closure information to the Fire Department, Police Department, and Emergency Medical Services after approval.

US Postal Service and Other Delivery Services Access:

The Contractor shall be responsible for maintaining access for postal service, and other delivery services, within the project area at all times. The Contractor shall coordinate this work to avoid interruption of mail service and other delivery services. Should an existing mailbox be damaged by construction activity, the Contractor shall promptly remove and replace the damaged mailbox in kind, including post and foundation, at no cost to the resident or the City.

The Contractor shall maintain mailboxes, and/or provide temporary mailboxes, so that no disruption of mail service and other delivery services shall occur. If mail and/or other delivery service disruptions are anticipated, the Contractor shall notify the City's Project Manager, Inspector, affected property owner and/or resident(s), the United States Post Office and other delivery services at least 48 hours in advance.

104.2 ALTERATION OF THE WORK

104.2.3 DUE TO EXTRA WORK

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 104.2.3.

(Revise to include the following)

At the pre-construction meeting, the contractor will submit for review and approval, equipment and personnel rates that may be used to assist in determining compensation for extra work performed. These rates may be used when determining the cost of extra work if bid unit line items do not exist in the original proposal. Profit, taxes and markup for all extra work will be in accordance with the appropriate MAG sections if bid unit line item prices are not used.

The following contract allowances are included and hereby incorporated into the contract documents as follows:

Trench Rock Excavation. See City of Flagstaff Amendments to MAG Standard Specifications Section 601.2.1.

Unsuitable Material. See City of Flagstaff Amendments to MAG Standard Specifications Section 205.2.

Subgrade Stabilization shall include all equipment, labor and materials necessary to stabilize the subgrade after unsuitable material has been removed and replaced with materials that conform to the project specifications. The Contractor is responsible for coordinating proposed solutions that may be acceptable to the City of Flagstaff. Proposed solutions (including the use of geogrid) will be paid out of the Subgrade Stabilization Allowance bid item.

SECTION 105 – CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS

(Revise as follows)

The Contractor shall submit electronic copies of each shop drawing, product data, or mix design to the City for review. Only materials to be used on this specific construction project shall be submitted.

The General Contractor shall review and stamp all shop drawings and product data for conformance with the construction documents prior to submission. Any shop drawings or product data not reviewed and

stamped by the General Contractor will be returned without review. Items not in accordance with the contract drawings shall be so noted upon the Contractor's review.

Any shop drawing not checked and initialed by the supplier/detailer prior to submitting for engineering review will be returned without review. Any changes from the original drawings shall be noted by the submitting party. Any changes not called out shall be considered not in accordance with the contract documents unless specifically noted otherwise.

Shop drawings shall not replace the contract drawings. Items omitted or shown incorrectly and not noted by the reviewer are not to be considered changes to the contract drawings. Reviewing is intended as an aid to the Contractor in obtaining correct shop drawings. It is the Contractor's responsibility to assure that items are constructed in accordance with the contract drawings.

Any engineering design performed by others and submitted for review shall bear a seal of an engineer registered in the appropriate jurisdiction and discipline. The adequacy of designs and layouts performed by others rests with the designing or submitting party.

The construction documents may not be reproduced for use as shop drawings.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 105.2.1 & 105.2.2

105.2.2 RECORD DRAWING (AS-BUILT PLANS)

(Revise to include the following)

ADEQ Certificates of Approval to Construct Water Facilities:

- #20190201 – Water Facilities (Hutcheson Drive & David Drive)

and Construction Authorizations for Sewage Collection Systems:

- #20190201 – Construction Authorization for a Sewage Collection System (Hutcheson Drive)

City and ADEQ approved as-built record drawings shall be provided to the City in PDF/A format from the original source.

105.5 COOPERATION OF CONTRACTOR:

(revise to include the following)

The Contractor's Project Manager and Project Superintendent shall attend weekly construction progress meetings. The Contractor shall be prepared to discuss construction schedule, construction activities planned for the upcoming two (2) weeks (submit proposed two (2) week schedule), problems, issues, any information required by the City's Project Representative, construction staking, business/residence/citizen complaints, safety, traffic control and pedestrian access requirements, weather delays experienced during the previous week, disposal of materials, access/construction coordination with businesses/residences, inspection/testing, overtime worked during the previous week, payments, water/sewer service disruption, submittals, field orders/field changes and any other business as necessary. The Contractor shall prepare meeting agendas and meeting minutes. Minutes shall be distributed within four (4) working days after the meeting.

Public Involvement: At the time of the Pre-construction Conference, the Contractor shall designate an employee that is fully responsible for coordination with the public, including but not limited to; the property owners, renters, leasers, Public media, the City of Flagstaff Public Information Officer and Mayor/Council. This person shall be qualified and experienced in public coordination and shall be available during all periods of construction to coordinate any issues.

Protection of Work: The Contractor is required to protect work during inclement weather. The Contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

105.8 CONSTRUCTION STAKES, LINES AND GRADES:

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 105.8.

(revise to include the following)

Unless noted otherwise in the contract documents, the Contractor shall lay out the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. Any dimension or grade errors shall be immediately transmitted in writing to the City's Project Manager for clarification, before proceeding with the work.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

(revise to include the following)

107.2 PERMITS:

The City of Flagstaff Capital Improvements Department will prepare Temporary Entry Permits for the work to be done on private property as needed. A copy of these permits will be provided to the Contractor and shall be kept on site during construction.

Erosion Protection and Site Restoration

Erosion control shall be in accordance with Section 431 of the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction. BMP's are shown on the construction documents for the Contractor's use, however the contractor shall modify BMP's as needed to control erosion. The SWPPP shall be kept and maintained on site during construction.

Measurement and Payment

Measurement shall include all items required to comply with the requirements of the AZPDES permit program and City of Flagstaff requirements. The cost for obtaining and complying with the AZPDES permit, inspection documentation, erosion control devices and all work associated with stormwater protection shall be included in the pay item for SWPPP.

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

(revise as follows)

The West Flag Improvements: David Dr. & Hutcheson Dr. improvement project includes work associated with disconnecting, removing, disposing, and abandoning existing AC waterlines in-place. The Contractor is responsible for all work associated with these activities to complete the project as shown on the construction documents.

The Contractor shall strictly follow City of Flagstaff requirements regarding the handling, removal and disposal of asbestos containing materials. Detailed instructions are shown on the construction plans.

All work relating to the removal and disposal of materials as described above shall be incidental to the project and no separate payment shall be made for this work.

107.6 PUBLIC CONVENIENCES AND SAFETY

REMOVAL OF PARKED VEHICLES

(revise to include the following)

Whereas on-street parking currently exists within the project limits, the Contractor shall give written notice, describing the proposed work and parking restrictions, to each adjacent business or residence. Written notice (with specific dates of anticipated construction work) shall be given at least one week in advance of the work. In the event that the work requires removal of parked vehicles, the Contractor shall coordinate removal to the nearest convenient side street at the Contractor's expense. No separate payment will be made for this work.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction and Section 430 of these special provisions.

(revise to include the following)

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible.

Prior to construction commencing, the Contractor shall prepare a video recording of the project area that adequately shows each private property within the project corridor to document existing conditions. A copy of this video shall be provided to the City in a viewable format.

As part of the work, the Contractor is responsible for replacing and/or restoring landscaping (including but not limited to fences, gates, brick pavers, retaining walls, landscape rock walls or rock barriers, parking bumpers, driveway materials, private signage, etc.), and any other owner improvements impacted by construction of the project (e.g. water meter and PRV installation, removal of the existing water meter and box, sewer service/clean outs, storm drain/catch basins, fire hydrants, driveway match backs, slope match backs, and gate adjustments) not otherwise called out on the construction plans.

Protection of Existing Trees and Vegetation:

Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

1. Provide protection for roots over 1-1/2 inch in diameter that are cut during construction operations. Coat cut faces with an acceptable coating formulated to use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out, cover with earth as soon as possible.

2. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations in manner acceptable to the City's Project Manager. Employ a licensed arborist to repair damage to trees.

3. Replace trees that cannot be replaced and restored to full-growth status, as determined by the City Project Manager.

The Contractor is responsible for trimming trees/landscaping to provide sight clearance for signage, driveways, and other construction improvements. Trimming and protection of trees/landscaping is addressed further in Section 201 Clearing and Grubbing.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(revise to include the following)

The Contractor is responsible for providing written notification to each affected resident at least 48 hours prior to any disruption to water or sewer service in the construction area. The notice must include the exact time of the disruption of service and the expected duration of the loss of service. The Contractor shall schedule shut offs as to minimize disruption to the public. Any night or weekend work request shall be submitted to the Owner in writing 48 hours prior and approved before the construction activity is performed. Protection of existing utilities during the Contractor's operation is considered incidental to

the line item that is being performed in the area of the existing utility. On Hutcheson the concrete slurry bank for electrical lines is shallow, the contractor shall take care not to damage electrical lines.

Locations of underground utilities shown on the plans are to be regarded as approximate only. Limited potholing was conducted along David Dr. & Hutcheson Dr.. The information from the potholing, performed by Adams Trenching in Spring 2019, was incorporated into the plans. Not all underground utilities were potholed, and potholing was based on utility map information furnished by the City of Flagstaff and franchise utilities. If an existing utility is not shown on the utility map information provided, it was not potholed. The intent of potholing was to determine if conflicts exist between the proposed water line, sewer line, and existing utilities. Conflicts may still exist that are not noted on the plans. The Contractor is required to locate all utility conflicts before work is started in the area. Sewer services are shown horizontally based on City of Flagstaff sewer logs, depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Water services are shown horizontally based on surveyed water meters; depths are assumed relative to existing waterline depth.

The Contractor shall protect existing water, sewer, electrical, communications, and gas service lines where the proposed work crosses individual service lines. Not all service lines are shown on the plans and it is the Contractor's responsibility to determine their location in the field. Protection or repair of existing service lines is considered incidental. In the event that there is a physical conflict between an existing service line and the proposed work, the Contractor shall immediately notify the City of the conflict. The City's Project Manager will decide as to how the conflict will be resolved. Any extra work required as a result of an unforeseen service conflict will be ordered and paid for in accordance with City of Flagstaff Amendments to MAG Standard Specifications Section 104.2.3.

UTILITY COORDINATION

The Contractor shall coordinate utility relocations with the appropriate utility franchise and provide sufficient time for response prior to construction of proposed improvements (6 weeks minimum).

Utility company contacts are listed below:

Altice (formerly SuddenLink)	Sanford Yazzie	(928) 226-0672
Arizona Public Service	Ryan Weisner	(928) 773-6414
CenturyLink	Manny Hernandez	(928) 779-4935
Unisource	Martin Conboy	(928) 226-2269

The Contractor is responsible for locating and coordinating all utility conflicts/relocations in a timely manner as to not delay construction work. Coordination shall include, but not be limited to, direct contact and coordination with all public and private utilities, potholing, survey staking of new improvements, coordination between separate utilities, coordination between sub-contractors and utilities.

APS utility poles and down guys shall remain in place unless otherwise noted on the plans. The Contractor is responsible for maintaining the integrity of utility poles and down guys during construction. No separate payment shall be made for protecting, bracing, shoring or otherwise protecting utility poles. An existing APS pole on David Dr. requires relocating, contractor is responsible for coordination.

Altice plans to relocate/replace some of their existing utility lines within the project limits. Schedule for utility relocation is unknown. The contractor shall coordinate with Altice for schedule and/or new utility locations.

Unisource plans to relocate/replace some of their existing utility lines within the project limits. Schedule for utility relocation is unknown. The contractor shall coordinate with Unisource for schedule and/or new utility locations.

SECTION 109 – MEASUREMENTS AND PAYMENTS

109.4 COMPENSATION FOR ALTERATION OF WORK:

(Revise to include)

Allowance and Contingency items will only be paid if explicitly authorized in a City of Flagstaff Construction Field Order from the City's Project Manager.

PART 200 – EARTHWORK

SECTION 201 CLEARING AND GRUBBING

201.1 DESCRIPTION:

The work under this section shall be in accordance with Section 201 of the MAG Standard Specifications and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction and as modified herein.

201.2 PRESERVATION OF PROPERTY

(revise to include the following)

Trees NOT identified for removal on the construction plans, including trees less than 12" diameter and that are within the construction limits are intended to be removed as part of clearing and grubbing unless otherwise indicated on the plans.

Prior to tree removal, the contactor shall perform a field visit with the City to determine if any trees called out for removal can be left in place. If any tree removals are in conflict with private or public property, including power lines, the Contractor is required to provide protection or relocation of the conflict as approved by the City.

The Contractor shall trim all existing trees, hedges and shrubs within the right-of-way that overhang or conflict with new or existing public improvements. Hedges and shrubs shall be trimmed to 6" from the back of sidewalk unless otherwise directed by the City. All work associated with tree, hedge and shrub trimming is included in the Clear and Grub Pay Item.

SECTION 205 ROADWAY EXCAVATION

(revise to include the following)

The work under this section shall be in accordance with Section 205 of the MAG Standard Specifications and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction and as modified herein.

205.2 UNSUITABLE MATERIAL:

(revise to include the following)

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

PART 300 – STREETS AND RELATED WORK

SECTION 301 SUBGRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 301 of the MAG Standard Specifications, the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Section 13-21-001-0301.3, and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

301.8 PAYMENT:

(revise as follows)

No separate payment will be made for Subgrade Preparation, it is incidental to roadway construction.

SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 310 of the MAG Standard Specifications and COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Section 13-21-001-0310.2.

310.5 PAYMENT:

(revise as follows)

Payment for aggregate base course shall be included in the contract unit prices for items of work that include aggregate base course.

SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.1 DESCRIPTION:

The work under this section shall be in accordance with Section 321 of the MAG Standard Specifications, COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0321.5, 13-21-001-0321.5.3, 13-21-001-0321.5.4, and 13-21-001-0321.6, and the Report on Geotechnical Investigation prepared by Speedie & Associates dated November 15, 2018 (Project No. 181932SF).

321.2 MATERIALS AND MANUFACTURE:

The asphalt concrete mix designation for this project shall be ¾". See Specification Section 710.2.1 for Asphalt Binder.

321.8 PLACEMENT:

(revise to include the following)

Sufficient trucks shall be available to enable paving to proceed continuously. Failure to provide a sufficient number of trucks may be considered a failure of the Contractor's responsibilities under Section 108.6 of the MAG Standard Specifications.

321.12 MEASUREMENT:

(revise to include the following)

Asphalt concrete will be measured by the square yard of material complete in place including base material (ABC), subgrade preparation, and tack coat.

321.13 PAYMENT:

(revise to include the following)

Payment for asphalt construction will be paid for at the contract price per square yard for asphalt concrete pavement section.

SECTION 329 TACK COAT

329.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 329.

PAYMENT:

(replace with the following)

No separate payment shall be made for Tack Coat. Payment for Tack Coat is incidental to the cost of the Asphalt Concrete Pavement.

SECTION 336 PAVEMENT MATCHING AND SURFACE TREATMENT

336.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 336 of the MAG Standard Specifications, the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Section 13-21-001-0336.2.4, and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.1 DESCRIPTION

(revise to include the following)

The work under this section shall be in accordance with Section 340 of the MAG Standard Specifications and COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0340.2 and 13-21-001-0340.3 and as modified herein.

340.2.1 Detectable Warnings:

(revise to include)

Detectable warnings shall be cast iron, uncoated, in accordance with City of Flagstaff Engineering Detail 10-10-043. City approved manufacturers are East Jordan Iron Works and Neenah Foundry Co. The Contractor shall submit shop drawings for approval prior to installation from East Jordan Iron Works, Neenah Foundry Co or approved equal.

340.3 CONSTRUCTION METHODS

Where new roll curb is replacing the existing roll curb, the contractor shall match the dimensions, height, width, and radii, of the existing roll curb as closely as possible.

Sidewalk bumpouts for mailboxes are 4” concrete sidewalk unless the concrete is between 2 driveways or falls in a drive area, then it is considered 6” driveway concrete.

340.3.4 Joints:

(revise to include)

The Contractor is required to dowel new concrete into existing where driveway match-up connects to existing. Expansion joints shall be placed between all existing and new concrete, except for driveway match-up locations where concrete is to be doweled.

340.5 MEASUREMENT

(revise to include)

Mailbox bumpouts for sidewalk adjacent to driveways are measured as sidewalk, unless the bumpout is part of the drive area or between two driveways with little separation, then the bumpout is quantified as driveway.

340.6 PAYMENT

(revise to include)

Doweling and expansion joints are incidental to the installation of concrete.

340.7 ACCEPTANCE

(revise to include new section)

In accordance with Section 107.10, the Contractor is responsible for protecting the finish surface of concrete by keeping footprints, names, etc., from becoming part of the finished product. This may require special scheduling of materials, delivery and/or manpower. All defaced concrete will be replaced by the Contractor at no extra cost to the City. Patching is not acceptable.

SECTION 342 INTERLOCKING CONCRETE PAVER INSTALLATIONS

342.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 342 of the MAG Standard Specifications and COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0342.2.1, 13-21-001-0342.2.4, 13-21-001-0342.3.3, 13-21-001-342.3.4 and 13-21-001-342.3.6.

SECTION 345 ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION

(revise to include the following)

The work under this section shall be in accordance with Section 345 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0345.2 and 13-21-001-0345.3 and as modified herein.

Manholes shall be adjusted to existing roadway grade per the City's Engineering Detail.

SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION

(revise to include the following)

The work under this section shall be in accordance with Section 350 of the MAG Standard Specifications, the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction and as modified herein.

This work includes removal of all existing improvements within the Construction Limits shown on the plans.

Existing fire hydrants to be removed shall be salvaged and delivered to the City of Flagstaff Utilities yard at 5401 E. Commerce Ave., Flagstaff AZ 86004. Contractor shall salvage and deliver only the nozzle (yellow part) portion of the fire hydrant, from the traffic flange and above. All other fire hydrant materials shall be disposed. Contractor shall schedule delivery of salvaged fire hydrants through the City's Engineering Construction Inspector.

Where called for on the plans, the contractor shall remove and dispose valve box, cover, and concrete collar and abandon the valve in place.

Where called for on the plans, the contractor shall remove and dispose manhole collar, ring, frame and cover, and cone. If there is no cone, remove and dispose upper 36" of brick, and fill manhole base with slurry and abandon in place.

350.2 CONSTRUCTION METHODS:

Asphalt and concrete shall be sawcut at the construction limits. For asphalt and concrete driveway match-up, the sawcut shall be a straight line. For paver driveway match-up, the pavers shall be removed to a neat edge. The Contractor is responsible for maintaining the edge during construction.

350.2.1 Utilities

The removal of existing improvements shall be conducted in such a manner as not to injure active utilities or any portion of the improvement that is to remain in place.

A utility may be abandoned in place below a new major structure that is part of the work only if approved by the Agency and solidly filled with grout using methods approved by the City. For manholes the manhole collar, ring, frame and cover, and cone shall be removed and disposed. If there is no cone, remove and dispose upper 36" of brick. Fill manhole base with slurry, plug inlet/outlet if necessary. All abandoned utilities to remain and the approved abandonment method shall be noted on the installation record drawings.

Removal of asbestos containing material shall be in accordance with the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 107.5.4.

All underground utility construction must be conducted via trench removal and the surrounding asphalt must be protected in place until full roadway removal and replacement is started.

350.3 MISCELLANEOUS REMOVAL AND OTHER WORK:

(B) Remove and reset mailboxes shall be in accordance with Specification Section 450.

350.4 PAYMENT

Payment for removal, salvage & storage driveway pavers shall be at the contract unit price bid and shall constitute full payment for equipment, tools, labor, storage, replacement necessary to complete the work. Broken pavers shall not be reinstalled. Broken pavers shall be replaced with new pavers matching existing.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 TRAFFIC CONTROL

401.1 DESCRIPTION

(revise to include the following)

The work under this section shall be in accordance with Section 401 of the MAG Standard Specifications and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

SECTION 405 SURVEY MONUMENTS

405.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 405 of the MAG Standard Specifications and COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-03-002-0007 and 13-21-001-0405.2 and as modified herein.

All right-of-way centerline monuments shall be set as part of this project. Existing right-of-way monuments shall be reset in accordance with Section 13-03-005-0004 of the City Engineering Standards. In locations where right-of-way centerline monuments are missing, monument locations shall be calculated by a registered land surveyor in the State of Arizona and new monuments shall be set by the same.

405.3 CONSTRUCTION

(revise to read)

Survey monuments shall be set by a licensed land surveyor registered in the State of Arizona. Survey monuments shall be installed accurately per City of Flagstaff Engineering Detail 3-02-070

Monument information shall be documented in accordance with section 13-03-002-0007 of the City Engineering Standards. Information on the as-built plans shall be furnished by a registered land surveyor and include all the information listed in the City engineering standards, Section 13-03-002-0007(I). including, but not limited to: City assigned point number, street location, monument type, and NAVD88 elevation. The surveyor shall prepare and record a Record of Survey map showing the monuments found and set. This map shall include the City's unique identifying number for each point. The Result of Survey shall be reviewed and accepted by the City prior to recordation.

Any survey monuments with boxes and covers shall be adjusted to grade by the Contractor without disturbing the survey monument.

405.4 MEASUREMENT

(revise as follows)

Survey monuments on David Dr. and Hutcheson Dr. shall be measured by the number of units of each type of monument constructed and accepted.

SECTION 430 LANDSCAPING AND PLANTING

430.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 430 of the MAG Standard Specifications, the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction, and as modified herein.

403.2 GENERAL

(revise to include the following)

The contractor shall prepare shop drawings showing proposed landscaping for replacement of landscape materials to pre-existing conditions. Shop drawings shall include at a minimum the location, number, size, and type of plantings.

430.10 MEASUREMENT AND PAYMENT

Payment for replacing and/or restoring site, landscaping and owner's improvements to the pre-existing condition using in-kind materials, shall be lump sum per the contract bid and shall be full compensation for furnishing all shop drawings, labor, materials, tools, and equipment and for performing all work necessary to complete the landscaping operation to include planting of trees, shrubs, ground cover, and irrigation.

SECTION 450 MAILBOX CONSTRUCTION (NEW SECTION)

450.1 DESCRIPTION

(revise to include new section)

The work under this section shall be in accordance with the Postmaster General's Mailbox Guidelines, https://www.usps.com/manage/mailboxes.htm, and as modified herein. The Contractor shall confirm with each property owner if they want to keep their existing mailbox and/or post and decorative façade if applicable, or if they want a new mailbox and/or post. The Contractor shall furnish a list, by address, to the City Project Manager of property owners who want to keep their existing mailbox, mailbox & post, or want a new mailbox and post. The Contractor shall make at least 2 attempts to contact the property owner. If the Contractor is unable to contact the property owner and receive direction, the City Project Manager shall be notified and make the determination. The Contractor shall maintain Postal Service Access and delivery at all times during construction in accordance with Specification Section 104.1.2.

The Contractor is responsible for removal of all mailboxes and posts within the project limits. The Contractor shall take care to remove all mailboxes and posts such that both mailbox and post can be restored if the property owner wants to have either or both of them reinstalled.

If the property owner wants to keep their existing mailbox and post:

The Contractor shall remove and salvage the existing mailbox and post, keep both in good working condition, and restore both on a new footing in accordance with Detail D, Sheet C1.3. If the existing mailbox and post is a custom element, the Contractor shall restore the custom element to the satisfaction

of the property owner. If the mailbox installation includes a façade such as brick or rock work, the Contractor shall restore the façade to the satisfaction of the property owner.

If the property owner wants to keep EITHER their existing mailbox or post:

The Contractor shall remove and dispose of EITHER the mailbox OR post, as directed by the property owner, and salvage the element to be reused. The salvaged element (mailbox or post) shall be kept in good working condition. The Contractor shall supply a new mailbox OR post to provide a complete mailbox installation in accordance with Detail D, Sheet C1.3. If the existing mailbox or post to be reused is a custom element, the Contractor shall restore the custom element to the satisfaction of the property owner.

If the property owner wants a new mailbox and post:

The Contractor shall remove and dispose of the existing mailbox and post, subject to the requirements to maintain mail delivery service and US Postal Service Access. The Contractor shall supply a new mailbox, post, footing, and all required hardware for a complete installation in accordance with Detail D, Sheet C1.3.

450.2 PLACEMENT

(revise to include new section)

Guidelines to follow when installing new or replacing existing mailboxes:

- Position mailbox 41" to 45" from the adjacent surface to the bottom of the mailbox or point of mail entry. Height of mailboxes along the roadway shall be uniform.
- Place mailbox 6" to 8" back from the curb. Location of mailboxes behind the curb shall be uniform.
- Put house or apartment number on the mailbox.
- If mailbox is on a different street from house or apartment, put full street address on the box.

All mailboxes within the project limits shall be placed in accordance with the guidelines above.

450.3 MATERIALS

(revise to include new section)

Mailboxes shall include the Postmaster General's seal of approval. Provide material submittal for mailbox.

House or apartment number shall be uniform height, 3", and shall contrast with the color of the mailbox. Provide material submittal for approval.

Concrete shall be in accordance with Section 725 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications.

450.4 INSTALLATION

(revise to include new section)

Mailbox shall include:

- House or apartment number on the mailbox.
- If mailbox is on a different street from house or apartment, put full street address on the box.

450.5 PAYMENT

(revise to include new section)

Payment for removal and salvaging of all mailboxes and posts (whether standard or custom) shall be at the contract unit price bid (1 lump sum) and shall constitute full payment for equipment, tools, labor, storage, maintenance and coordination with property owners necessary to complete work.

Payment for installation of all mailboxes within the project limits shall be at the contract unit price bid (1 lump sum) and shall constitute full payment for hardware, equipment, tools, labor, mailboxes, and/or posts necessary to complete work. Broken or damaged mailboxes shall not be reinstalled. Landscape gravel and weed barrier are incidental to mailbox construction.

PART 500 – STRUCTURES

SECTION 505 CONCRETE STRUCTURES

501.1 DESCRIPTION

The work under this section shall be in accordance with Section 501 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0505.3, 13-21-001-0505.6, and 13-21-001-0505.6.2.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601 TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION

The work under this section shall be in accordance with Section 601 of the MAG Standard Specifications, the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0601.2.3, 13-21-001-0601.2.9, 13-21-001-0601.4.3, and 13-21-001-0601.4.4 and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

Trench Rock Excavation is defined by the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 601.2.1

601.4 FOUNDATION, BEDDING, HAUNCHING, BACKFILL AND COMPACTION

The bedding material shall be granular material ¾" max size per City of Flagstaff Engineering Details.

601.7 PAYMENT

Payment for Trench Rock Excavation shall be at the contract unit price bid and shall constitute full payment for equipment, tools, labor, disposal necessary to complete the work.

SECTION 610 WATERLINE CONSTRUCTION

610.1 DESCRIPTION

The work under this section shall be in accordance with Section 610 of the MAG Standard Specifications, the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, and as modified herein.

The Contractor shall notify residents 96 hours in advance of any scheduled water service interruption. Contractor shall submit water service interruption notifications to the City's Project Manager for approval prior to distribution. Unless otherwise approved by the City's Project Manager, water service interruptions shall begin no earlier that 8:00 AM.

610.4 CONSTRUCTION METHODS

(revise to include new section)

The contractor is responsible for determining safe working and separation distances between existing live water mains and new utility mains during construction. In locations where maintaining a safe working distance is not possible the contractor shall identify the means for maintaining utility service during construction, in the Utility Phasing Plan, see Section 610.11.

If the Utility Phasing Plan includes cutting and capping an existing water main and leaving a portion of the dead-end water main in service, the cap shall be an MJ cap and include thrust restraint in accordance with MAG Standard Det. 380 or joint restraint per MAG Standard Det. 303 as needed to construct the proposed improvements and maintain water service to adjacent residents.

610.4.2 Laying Pipe:

(revise as follows)

To the extent feasible avoid joint deflection and bending the pipe on a radius.

Fittings shall be installed using joint restraints per MAG Standard Detail 303 instead of thrust blocks unless otherwise allowed by the City's Project Manager.

610.4.3 Blocking and Restraints

(revise as follows)

Joint restraints shall be used in lieu of thrust blocks except where there is insufficient distance to properly restrain the pipe. Joint restraints shall be Meg-A-Lug or approved equal. 11.25° fittings shall be restrained the same length as 22.5° fittings.

If allowed thrust blocks shall be per COF Engineering Standards table 13-21-002-0380.

610.5 SEPARATION:

610.5.5 Extra Protection:

(revise to include the following)

Extra protection waterline shall be constructed with Class 350 Ductile Iron Pipe (DIP). Extra protection sewer line shall be constructed with Class 150 Ductile Iron Pipe (DIP). Ductile iron pipe material shall be constructed in accordance with MAG Specification Section 750 and the City of Flagstaff Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details.

(delete paragraphs 5, 11, & 14)

Paragraph 5 (2) shall be encased in 6 inches of concrete for the horizontal distance of the line that requires extra protection but for a distance no less than ten (10) feet horizontal.

Paragraph 11 (2) encasement of both the existing water line and the new sewer line in six (6) inches of concrete for the horizontal distance of the lines that require extra protection but for a distance no less than ten (10) feet horizontal.

Paragraph 14 (b) encasement of the new sewer line in 6 inches of concrete for the horizontal distance of the line that requires extra protection but for a distance no less than ten (10) feet horizontal.

610.6 POLYETHYLENE CORROSION PROTECTION:

610.6.1 General:

(revise to include the following)

All ductile iron pipe, valves and fittings shall be protected from corrosion by encasement in a polyethylene protective wrapping.

610.9 FIRE HYDRANTS:

(revise to include the following)

Fire hydrant installation shall include the materials shown in City of Flagstaff Engineering Detail 13-03-011 including, but not limited to, the gate valve, box, cover, & collar, MJ DIP pipe and fittings, thrust blocking, gravel, and pad, and be installed per City of Flagstaff Engineering Standards Section 13-09-006-0006.

610.11 CONNECTION TO EXISTING MAINS

(revise to include the following)

See Section 13-21-001-0610.10 of the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details

Prior to starting construction, the contractor shall provide a Utility Phasing Plan. The intent for utility construction is to, to the greatest extent possible, maintain water and sewer utility service to properties & residences during construction using existing mains and service lines. The Utility Phasing Plan shall communicate with sufficient detail how the contractor plans to accomplish this. The Contractor shall revise the Utility Phasing Plan per city Comments.

When maintaining service is not possible, in addition to notifying residents & property owners in accordance with the special provisions, the contractor shall ensure that the shutdown will be the shortest possible time (8-hours maximum). For service down time longer than allowed, the contractor shall provide utility service to residences until service is restored. The Utility Phasing Plan shall be tied to the contractor's critical path schedule. The Utility Phasing Plan shall include at a minimum the following elements:

- Shop drawing of waterline construction plan showing:
    - Construction phasing;
    - Locations where existing water mains will be removed from service during construction;
    - Locations of caps for temporary dead-end water lines that will remain in service during all or part of construction.
    - Locations of plugs for permanent water line abandonment.
- Temporary Utility Service Plan for service down time longer than allowed. Temporary Utility Service Plan shall at a minimum include:
    - Shop drawing in plan view showing location of temporary water mains and water services;
    - Narrative describing the plan.
- Schedule, including anticipated duration of temporary water service.

Contractor shall verify location and depth of existing waterlines and notify the City's representative of any conflict with any proposed improvements. For connection to existing waterlines the Contractor shall expose the existing waterline and make the connection as instructed by the City of Flagstaff after the City conducts a field inspection.

610.13 METER SERVICE CONNECTIONS

(revise to include the following)

Water meters shall be installed per City of Flagstaff Engineering Standards Section 13-09-003-0008 and the City of Flagstaff Engineering Details.

The Contractor shall salvage and reuse existing water meters. Salvaged water meters shall be labeled with the residential/commercial address associated with the meter and approximate station where the water meter was removed. Meters shall be packaged, protected and stored in a manner approved by the City's Project Manager until reinstalled.

Water meters shall be installed at the original residential/commercial address per the City of Flagstaff Engineering Details at the locations shown on the waterline plans. The water service connection shall be installed as necessary to avoid utility conflicts. Water meter shall be reinstalled by the City of Flagstaff.

The private side connection for the residential and commercial water services shall be performed by the appropriately licensed Contractor.

In locations where water services are being replaced and the existing curb and gutter is not being replaced as part of the roadway improvements, removal and replacement of the curb and gutter is incidental to water service replacement.

610.16 MEASUREMENT AND PAYMENT

(revise to include the following)

Payment for work under this section will be made in accordance with Subsection 610.16 of the MAG Standard Specifications at the contract unit prices complete and in place, which price shall be full compensation for the work, as described and specified herein and on the project plans, or as determined by the Owner's Engineer. Waterline pipe is measured horizontally in plan view in 2 dimensions. No separate payment shall be made for horizontal or vertical bend fittings, tees, crosses, elbows, restraints, blocking/anchors, reducers or couplers. No separate payment shall be made for preparation and implementation of the Utility Phasing Plan, including but not limited to temporary water main caps and thrust restraints, temporary utility service, removal of existing water main required for installation of the new water main. Removal and replacement of improvements not specifically called for on the plans, such as curb and gutter, required for construction of water mains is incidental to the waterline construction.

Measurement and payment for extra protection of water mains includes pipe for both water and sewer mains at crossings and shall be per the contract unit prices and shall include all materials and labor for a complete and operational service installation.

Measurement and payment for new water services includes water service taps, meter placement, and service connections and shall be per the contract unit prices and shall include all materials and labor for a complete and operational service installation. Work also includes proper disconnection of existing water services. Measurement and payment for new water services also includes curb removal and replacement, sidewalk removal and replacement, and removal and replacement of private improvements such as driveways or landscaping, in kind, not specifically identified on the plans, as required for water service construction. Measurement and payment for new water services also includes adjustment of meter boxes to finished grade. Payment shall be at the contract unit prices and shall include all materials and labor for a complete and operational service installation. Curb removal and replacement shall be to the nearest joint. Sidewalk removal and replacement shall be to the nearest joint. Water meter boxes located in driveways or other locations that could see vehicle traffic shall be installed with a traffic rated water meter box per COF Engineering Detail 9-03-080A. Traffic rated box is incidental to water meter construction.

(G) **Fire Hydrants:** Measurement and payment for fire hydrant assemblies shall be the number of fire hydrants installed and shall include the 6-inch ductile iron pipe and fittings, gate valve, and all other

materials, labor, and equipment necessary for a complete installation as shown in COF Engineering Detail 13-03-011.

Measurement and payment for new fire hydrant assemblies also includes curb removal and replacement, sidewalk removal and replacement, and removal and replacement of private improvements such as driveways or landscaping, in kind, not specifically identified on the plans, as required for fire hydrant assembly construction.

SECTION 615 SANITARY SEWER LINE CONSTRUCTION

615.1 DESCRIPTION

The work under this section shall be in accordance with Section 615 of the MAG Standard Specifications, and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-002-0440.1 and 13-21-002-0440.2 and as modified herein.

The Contractor shall conform to the requirements of the Arizona Department of Environmental Quality (ADEQ) for all water construction. Reference: Title 18, Chapter 9 of the Arizona Administrative Code. Where ADEQ construction requirements differ from the requirements of the Standard Specifications, or these Special Provisions, the more restrictive provisions shall apply.

Contractor shall maintain full sewer service to the adjacent community, with the exception of minimal shutdown as required to install replacement sewer line and new connections. Contractor shall ensure that full sewer service is restored to all customers at the close of business each day. Sewer construction phasing, bypass pumping, and shutdowns shall be included in the Utility Phasing Plan, see Section 610.11.

Construction of new sewer services to existing sewer mains includes reconnection to the existing service at the property line and to the existing wye at the sewer main.

615.5 PIPE INSTALLATION

(revise to include the following)

When a shutdown of an existing sewer is necessary in order to construct replacement lines, the Contractor shall schedule a pre-shutdown conference with the Contractor's representative, City Inspector, and City Project Manager. This conference shall establish the timeline and procedures to ensure that the shutdown will be the shortest possible time (8-hours maximum). Contractor may temporarily need to bypass pump sewage flow around the immediate construction site. After the procedures and time for a shutdown are agreed upon, it shall be the Contractor's responsibility to notify all affected customers in advance, that sewer service will be interrupted. Customers shall be notified no less than seventy-two (72) hours in advance, except for emergency situations. Notification shall be in writing giving the reason for the shutdown, and the time and duration that sewer service will be shut off. All shutdown notifications to the customers must be approved by the City Project Manager.

All ductile iron pipe, valves and fittings shall be protected from corrosion by encasement in a polyethylene protective wrapping per MAG Specification Section 610.6.2.

615.5.1 SEWAGE BYPASS

(revise to include new subsection)

If needed for the construction of the new sewer main, the Contractor may choose to maintain sewer service during the construction period by means of a sewage bypass system. The temporary sewer system shall be installed and tested prior to the removal of existing sewer main. The Contractor shall design and provide all labor, materials, and equipment to install and operate a sewage bypass system that bypasses sewage flows around each sewer rehabilitation work area. Each bypass system shall extend the entire length of the section of pipeline rehabilitation and shall remain in operation until the sewer rehabilitation work is complete and accepted by the Engineer. All bypass flows shall be discharged into a downstream sanitary sewer manhole. Bypass flows shall not be directed to ground surface receiving waters, storm drains, or wherever groundwater contamination is possible. The bypass system shall maintain flow to prevent wastewater backup into customer fixtures or discharge to the environment.

The design of the bypass system is the responsibility of the Contractor and shall be prepared and submitted to the Engineer for review and approval. The Contractor shall have each bypass system in place and tested before bypassing any sewage. The Contractor shall notify the Engineer 48 hours prior to shutting down or bypassing the pipeline to be rehabilitated.

Equipment shall be equipped with a specially designed, acoustically-silenced enclosure intended for use in any application where pumping is required, and engine and other noise must be kept to a minimum. The sound levels shall be within the limits specified in the City of Flagstaff codes or 69dBA at 30 feet. The bypass pumping system shall be of adequate capacity and size to handle the required flows with redundancy to bypass if the largest temporary pump is out of service.

The Contractor shall consider the existing conditions and ground features when designing and installing the aboveground discharge pipe system. Access to driveways shall be maintained.

615.5.1.3 SYSTEM MONITORING

(revise to include the following)

The wastewater levels in the upstream and discharge manholes shall be continuously monitored for the first 24-hours of operation by an on-site representative of the Contractor. After the first 24-hours of monitoring, the Engineer may allow the Contractor to perform monitoring only during daytime hours so long as the site is secured. The representative shall be Contractor staff and/or a subcontractor that has been directly responsible for the bypass pumping of sewage flows during completion of a similar pipeline rehabilitation project. The qualifications of the staff or subcontractor shall be submitted to the Engineer for approval 10 business days prior to any bypass pumping work.

The Engineer may also allow for the bypass pumping system to be removed at the end of construction each day and or week, provided the new sewer main in the sewer rehabilitation work area has been connected to the existing sewer main and sewage flow has been confirmed.

615.5.1.4 SYSTEM MAINTENANCE

(revise to include the following)

The Contractor shall provide qualified personnel on-site to maintain the bypass system for the entire time the bypass system is in operation, up to 24 hours per day 7 day per week. The Contractor shall maintain sufficient on-site equipment and materials to ensure continuous and successful operation of the bypass system. This includes a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping,

fuel, and other parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.

All equipment shall be placed on a new plastic tarp, adequately sized and bermed to protect against fuel, oil, and hydraulic fluid spills. The Contractor is responsible to notify the Engineer for immediate and proper cleanup should any spill occur, regardless of amount. The Contractor shall repair, without cost to the Owner, any damage that may result from its negligence, inadequate or improper mechanical or electrical failures.

615.5.1.5 MEASUREMENT AND PAYMENT

(revise to include the following)

Bypass pumping required to install the sewer system as shown on the plans while keeping the mains in service is considered incidental to the sewer items on the bid form with no additional compensation.

615.8 SANITARY SEWER TAPS

(revise to include the following)

Sanitary sewer service taps in accordance with COF Addendum to MAG Uniform Standard Details for Public Works Construction, including but not limited to Sections 13-21-002-0440.1 and 13-21-002-0440.3.

Measurement and payment for sewer services also includes curb removal and replacement, sidewalk removal and replacement, and removal and replacement of private improvements such as driveways or landscaping, in kind, not specifically identified on the plans, as required for service construction. Payment shall be at the contract unit prices and shall include all materials and labor for a complete and operational service installation. Curb removal and replacement shall be to the nearest joint. Sidewalk removal and replacement shall be to the nearest joint.

615.9 SANITARY SEWER CLEANOUTS

(revise to include the following)

Sanitary sewer service cleanouts in accordance with COF Addendum to MAG Uniform Standard Details for Public Works Construction, including but not limited to Sections 13-21-002-0440.1 and 13-21-002-0440.3.

615.16 MEASUREMENT AND PAYMENT

(revise to include the following)

(B) Sanitary Sewer Service Lines and Taps:

Payment shall include removals and improvements as indicated on the construction plans.

(C) Sanitary Sewer Cleanouts: No separate measurement and payment will be made for sewer cleanouts. Sewer cleanouts shall be included in the cost of the sewer service.

(D) Sanitary Sewer services include removal and replacement of curb and gutter, sidewalk, and landscaping where required for sewer service replacement.

SECTION 625 MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS

625.1 DESCRIPTION

The work under this section shall be in accordance with Section 625 of the MAG Standard Specifications, COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0625.3, 13-21-002-0420, 13-21-002-0422, 13-21-002-0424, 13-21-002-0426, and the City of Flagstaff Engineering Standards Addendum issued on 10/8/2018 revising Sections 13-21-002-0420 and 13-21-002-0422 that requires all new manholes to be constructed without steps.

PART 700 – MATERIALS

SECTION 701 AGGREGATE

701 GENERAL

The work under this section shall be in accordance with Section 701 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0702.1 and 13-21-001-0702.2.2.

SECTION 710 ASPHALT CONCRETE

710.2.1 Asphalt Binder:

(Revise as follows)

The asphalt binder specified by the City of Flagstaff for use on this project shall be PG 58-28.

SECTION 725 PORTLAND CEMENT CONCRETE

725 GENERAL

The work under this section shall be in accordance with Section 725 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0725.1, 13-21-001-0725.3, and 13-21-001-0725.5.

SECTION 750 IRON WATER PIPE AND FITTINGS

750.1 CAST IRON WATER PIPE

The work under this section shall be in accordance with Section 750 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Section 13-21-001-0750.1.

END OF SPECIAL PROVISIONS

Appendix A

Report on Geotechnical Investigation

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

www.speedie.net

REPORT ON GEOTECHNICAL INVESTIGATION

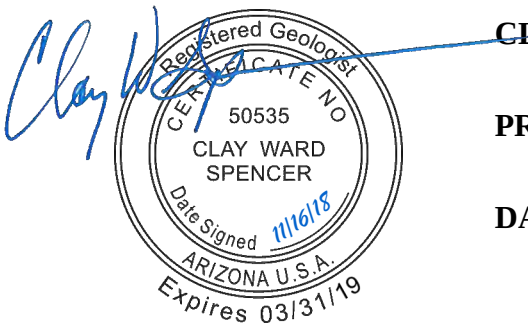
DESIGNATION: City of Flagstaff Road Improvements

LOCATION: North Canyon Terrace Drive, East David Drive, and East Hutcheson Drive

CLIENT: Peak Engineering

PROJECT NO: 181932SF

DATE: November 15, 2018



SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

TABLE OF CONTENTS

1.0 INTRODUCTION 1

2.0 GENERAL SITE AND SOIL CONDITIONS 1

2.1 Site Conditions 1
2.1.1. East Hutcheson Drive 1
2.1.2. East David Drive 1
2.1.3. North Canyon Terrace Drive 2
2.2 General Subsurface Conditions 2

3.0 ANALYSIS AND RECOMMENDATIONS 3

3.1 Analysis 3
3.2 Site Preparation 4
3.3 Fill and Backfill 6
3.4 Utilities Installation 7
3.5 Mill and Overlay 8
3.6 New/Completely Reconstructed Asphalt Pavement 9
3.7 Preventative Maintenance Plan 11

4.0 GENERAL 12

APPENDIX – Field and Laboratory Data



1.0 INTRODUCTION

This report presents the results of a subsoil investigation carried out at the site of proposed roadway improvements on East Hutcheson Drive, East David Drive, and North Canyon Terrace Drive in Flagstaff, Arizona.

At the time of the investigation preliminary information indicated that the desire is to conduct mill and overlay and pavement replacement on East Hutcheson Drive, East David Drive, North Canyon Terrace Drive. The intent of this investigation was to obtain information regarding the existing asphalt, aggregate base, and subgrade soils for pavement design, as well as general soil/rock profile and trenching conditions. Traffic counts were not available at the time of this report.

If any significant changes are made in the scope of work or type of construction that was assumed in this report, we must review such revised conditions to confirm our findings if the conclusions and recommendations presented hereafter are to apply.

2.0 GENERAL SITE AND SOIL CONDITIONS

2.1 Site Conditions

2.1.1. East Hutcheson Drive

The proposed improvement area includes a portion of Hutcheson Drive between East Fine Avenue and David Drive. Hutcheson Drive primarily serves as access to the Cherry Hill neighborhood, and is subjected to light passenger vehicles and some local delivery/construction traffic. Drainage is to the west and to the south. Pavement at the time of investigation was in moderate condition, and exhibited transverse block cracking and moderate amounts of alligator cracking. A chip seal coat has been applied to the roadway surface within the last 5 years.

2.1.2. East David Drive

The proposed improvement area includes a portion of David Drive between Hutcheson Drive and North William Road. David Drive services residential properties within the Cherry Hill neighborhood. Drainage is to the south. At the time of the investigation, pavement was in moderate to poor condition and exhibited moderate alligator cracking, transverse and longitudinal block cracking, and trench failure along the west side of the road south of the valley gutter. Visible distress was observed due to tree roots. A valley gutter crosses the road approximately 930 feet south of the intersection of David Drive and Hutcheson Drive.

2.1.3. North Canyon Terrace Drive

The proposed improvement area includes the entirety of Canyon Terrace Drive. Canyon Terrace Drive services residential properties off of Switzer Canyon Road. Drainage is generally to the south. At the time of the investigation, pavement was in poor condition and exhibited severe alligator cracking, patches of previously repaired pavement sections, and severe transverse and longitudinal block cracking. These transverse cracks are as wide as 4 to 6 inches in some locations. Stripping of fines and spalling was also apparent on the majority of the roadway. In some areas, the asphalt surface has completely degraded into a gravel surface.

2.2 General Subsurface Conditions

The structural section of the roadways are quite variable (see Table 2.2.1). The aggregate base observed consisted of a cinder based material in some locations and a crushed aggregate in other locations. Native subsoil conditions are relatively variable at the 4 boring locations. The upper native soils consist of highly plastic "fat" clay with sand, clayey sand with gravel, and silty sand with gravel. Large basalt boulders or basalt bedrock was encountered at B-3 and B-4. Standard Penetration Resistance Tests (SPT) values range from 13 to greater than 50 blows per foot. SPT values of 50+ were typically encountered in the strata identified as moderately weathered basalt boulders or bedrock. Based on visual and tactile observation, the upper soils were typically in a moist to wet state at the time of investigation. Laboratory testing indicates liquid limits in the range of non-plastic to 64 percent with plasticity indices ranging from non-plastic to 41 percent. Percent passing the 200 sieve ranged from 14 to 78 percent. The existing pavement structural sections are summarized in the table below:

Table 2.2.1 – Existing Asphalt Conditions

Location	Boring	Asphalt Thickness	Aggregate Base
Canyon Terrace Drive	B-1	4.5"	4.0"
Hutcheson Drive	B-2	3.5"	3.0"
David Drive	B-3(1)	3.75"	4.0"
David Drive	B-4(1)	3.5"	4.0"
Canyon Terrace Drive	C-1	4.38"	-
Canyon Terrace Drive	C-2	4.0"	-
Canyon Terrace Drive	C-3	4.4"	-
Canyon Terrace Drive	C-4	5.0"	-
Canyon Terrace Drive	C-5	4.19"	-
Canyon Terrace Drive	C-6	4.06"	-
Canyon Terrace Drive	C-7	5.25"	-

Table 2.2.1 – Existing Asphalt Conditions

Location	Boring	Asphalt Thickness	Aggregate Base
Canyon Terrace Drive	C-8	4.75	-
Hutcheson Drive	C-9	3.25”	-
Hutcheson Drive	C-10	3.125”	-
Hutcheson Drive	C-11	2.9”	-
Hutcheson Drive	C-12	2.81”	-
Hutcheson Drive	C-13	2.88”	-
Hutcheson Drive	C-14	2.63”	-
Hutcheson Drive	C-15	4.1”	-
Hutcheson Drive	C-16	2.88”	-
David Drive	C-17	4.25”	-
David Drive	C-18	3.65”	-
David Drive	C-19	4.13”	-
David Drive	C-20	3.5”	-
Note 1: Aggregate base consisted of a cinder based product			

No free groundwater was encountered at the time of our investigation to the depths investigated of 5.5 to 11.5 feet.

3.0 ANALYSIS AND RECOMMENDATIONS

3.1 Analysis

Analysis of the field and laboratory data indicates that subsoils at the site are marginally suitable for support of the proposed paving. Based on the existing moisture contents and clayey nature of subsoils, the subgrade will most likely become unstable once the existing pavement is removed. If unstable subgrade is encountered, subgrade stabilization will be necessary.

It is understood that mill and overlay is desired for Canyon Terrace Drive, Hutcheson Drive, and for the northern portion of David Drive. Pavement conditions and asphalt thickness were used to opine if mill and overlay is feasible. It is our opinion that of the three roads investigated, only the northern section of David Drive is suitable for an edge mill and overlay option. Hutcheson Drive, Canyon Terrace Drive, and the southern portion of David Drive are, in our opinion, not suitable for an edge mill and overlay option and will require full reconstruction. Options are provided for mill and overlay where appropriate and full reconstruction where not.

The existing structural sections encountered on David Drive were constructed on a cinder based aggregate base course. This was standard engineering practice for roadways in this area at the assumed time of the roadway's construction. The use of cinder based aggregate base courses is no longer considered acceptable as these materials have been observed to degrade over time under flexible pavements. Section 3.6 presents various structural sections with associated capacities for consideration depending on anticipated traffic volumes. These sections assume using new imported aggregate base meeting the MAG/Coconino County Standard Specifications. When transitioning from existing roadways to new roadways, all new pavement sections should meet or exceed the thickness of the existing pavement or be graded accordingly to maintain drainage within the aggregate base.

Depending on final grades and the pavement section selected, it may be possible to salvage a portion of the existing pavement and aggregate base by cold-milling and blending to create a subbase for the new pavement section. This would require selective stockpiling of the material as additional subgrade will require removal to maintain final elevations, and is only feasible in areas where non-cinder aggregate base has been used. For areas where full replacement will occur, allowance should still be made for at least 6 inches of new ABC under paving to meet local engineering standards/minimum design requirements. If approved by the City, consideration may be given to using less than 6 inches of new ABC by replacing half of the AB structural section with 200 percent (%) of reclaimed subbase. For example use 3 inches new ABC over 6 inches of reclaimed subbase.

The clayey and silty subgrade soils may be sensitive to excessive moisture content and may become unstable at elevated moisture contents. Accordingly, it may be necessary to compact soils on the dry side of optimum. The reduced moisture content under pavements should only be used upon approval of the engineer in the field.

With clayey/silty soils as subgrade beneath pavements, there is potential for the underlying finer grained soils to migrate into the aggregate base over time. This potential is increased in areas of wet unstable subgrade and decreases the strength and stability of the aggregate base. If geogrid is used for subgrade stabilization purposes, consideration should also be given to utilizing a geotextile non-woven filter fabric at the interface of the aggregate base and the subgrade to attempt to limit this migration. If utilized, the filter fabric should be placed below the geogrid (not above) so that it does not interfere with the interlock of the aggregate with the geogrid.

3.2 Site Preparation

For areas requiring full depth reconstruction of the roadway surfaces, pavement reconstruction will require the complete removal of the existing asphalt surface to be replaced with a new structural section

of asphalt surface on new aggregate base. Millings from the existing pavement may be reused if they meet MAG/Coconino County Standard Specifications and are selectively stockpiled. This removal process will likely disturb the underlying subgrade. After removal of the existing asphalt and aggregate base, the subgrade will require fine grading and compaction prior to the placement of new ABC and asphalt. Additional subgrade removal may be necessary to allow for a thicker structural section in some areas. The subgrade should be compacted to at least 95 percent of maximum dry density per ASTM D-698. The subgrade should be proof rolled with a heavy rubber tired vehicle such as a loaded water truck to locate unstable areas per MAG 301.

Anytime existing subgrade that has been covered with asphalt is opened up, it is not uncommon to find soft or loose, wet subgrade that will not stabilize or achieve the compaction required. It should be noted that the subgrade soils were moist at the time of the investigation. Depending on site conditions during construction, it is anticipated that some subgrade stabilization will be required. It is recommended to include a (time and materials) budget line to stabilize soft, wet subgrade in the most cost effective method. Several options are available including allowing time to dry out, removal and replacement with additional subbase (usually 2 feet of stockpiled asphalt millings is sufficient), cement treating (MAG Section 311), or the use of geogrid such as Tensar BX1200 or equivalent per 2014 MAG Section 796 Type 2 with an additional 12 inches of aggregate base. Due to the number of means and methods available, potential for shallow utility conflicts, and other restrictions, there is no one method that may work best. Once suspect areas are stabilized to the satisfaction of the engineer, the ABC should then be installed.

If the use of geogrid is chosen for stabilization, there are some fine points of installation that can be critical to a successful result. While there are many geotextile products available, it is our experience that some provide better results than others when stabilization of soft subgrade soils are concerned. If a geogrid stabilization option is selected, the use of Tensar Geogrid BX1200, or equivalent polypropylene welded grid meeting 2014 MAG Section 796 Type 2 or ADOT 2008 Standard Specification 1014-3 is recommended. The use of geogrid for subgrade stabilization is not meant to increase the allowable ESAL's for pavement design for this project. The geogrid should be placed according to manufacturer's recommendations, with appropriate overlaps along their sides and ends. With the installation of geogrid for stabilization, a minimum of 12.0 inches of aggregate subbase course is recommended on top of the geogrid. Depending upon the severity of the instability, additional thickness of ABC, and filter fabric, may be required. With clayey/silty soils as subgrade beneath pavements, there is potential for migration of the underlying finer grained soils to migrate into the aggregate base over time. This potential is increased in areas of wet unstable subgrade and decreases the strength and stability of the aggregate base. With the use of geogrid for subgrade stabilization purposes, consideration should also be given to utilizing a geotextile non-woven filter fabric at the interface of the aggregate base and the subgrade to attempt to limit this migration. If utilized, the filter fabric should be placed below the geogrid (not above) so that it does not interfere with the interlock of the aggregate with the geogrid. The ABC should be moisture conditioned to optimum moisture content, ±2 percent prior to its placement on

the geogrid**. It is critical that the ABC is not moisture-conditioned in place, as any excess moisture may saturate the underlying subgrade and further decrease the stability of the clayey subgrade soils.** The aggregate base course material should be placed in a 12 inch lift and compacted to 95 percent of its maximum dry density, as determined by ASTM D698. **The first 12-inch lift should be placed full thickness prior to operating equipment over the geogrid.** Native soil should not be used as fill above the geogrid. **It is critical to provide and maintain positive drainage within the ABC material in order to minimize the potential for moisture infiltration and subsequent saturation of the underlying subgrade soils.**

3.3 Fill and Backfill

Native soils and milled asphalt are suitable for use in roadway subgrade and utility trench backfill. Oversized material (> 3 inches) should be removed or reduced in size. Imported fill, if required, should be the same or better quality as the existing subgrade. In general, it shall meet the following requirements:

Table 3.3.1 – Import Specifications

Specification	Common
Passing 3″/75mm	100%
Passing #200/.075mm	≤40%
Liquid Limit	<30%
Plasticity Index	<15%

Imported common fill for use in site grading should be examined by a Soils Engineer to ensure that it is of low swell potential and free of organic or otherwise deleterious material. The use of cinder material as fill and backfill should be avoided.

Although "clean" cinders often times meet these fill specifications for placement of common fill, they may pose difficulties during construction. Due to their granular nature and lack of sufficient fines, "clean" cinders are a free draining material. As a result, they may be difficult to properly moisture condition and water may infiltrate the cinders and saturate the underlying soils. This could result in an unstable support for pavement. Excess water, as a result of moisture conditioning, is often observed at the interface between the fill and underlying less permeable material. "Clean" cinders also pose difficulties in trenching operations due to the inability to excavate neat trenches. With the lack of fines and cohesive soils, the clean cinders generally slough and vertical walls are hard to maintain.

Fill should be placed on subgrade which has been properly prepared and approved by a Soils Engineer. Fill must be wetted and thoroughly mixed to achieve optimum moisture content, ±2 percent.

Granular fill (ASTM Classification GW, GP, SW, SP) can be placed on the dry side of optimum at the discretion of the geotechnical engineer on record. The clayey and silty soils may be sensitive to excessive moisture and may become unstable at elevated moisture contents. Accordingly, it may be necessary to compact soils on the dry side of optimum. The reduced moisture content under pavements should only be used upon approval of the engineer in the field.

Fill should be placed in horizontal lifts of 8-inch thickness (or as dictated by compaction equipment) and compacted to the percent of maximum dry density per ASTM D-698 as set forth below. **Frozen material shall not be placed, nor shall fill be placed upon frozen grade.**

A.	Sidewalk/Pavement Subgrade or Fill	95
B.	Utility Trench Backfill	
	1. More than 2.0' below finish subgrade	95
	2. Within 2.0' of finish subgrade (non-granular)	95
	3. Within 2.0' of finish subgrade (granular)	100
C.	Aggregate Base Course & Subbase Material	
	1. Below concrete slabs	95
	2. Below asphalt paving	100
D.	Landscape Areas	90

3.4 Utilities Installation

Depending on location, trench excavations for shallow utilities (3 to 4 feet) could encounter rock. Two out of the 4 borings encountered rock before 4 feet, with one boring encountering rock as shallow as 2 feet. Rock removal equipment will be necessary where rock is encountered. It is anticipated that trench walls will stand near-vertically for short periods of time required to install utilities. As the trench walls dry out, additional sloughing should be anticipated. Appropriate lay back or shoring of the trenches should be provided to protect workers entering the trenches. If trenches are greater than shoulder-height, precautions must be taken to protect workmen

Backfill of trenches above bedding zones may be carried out with native excavated material provided material greater than 8 inches is broken down or removed. Material up to 8 inches is allowed provided it does not impact the ability to properly compact the backfill lifts. Removing 3” to 8” material may make proper compaction more readily attainable. Material used for backfill of trenches should be moisture-conditioned, placed in 8 inch lifts and mechanically compacted. Water settling is not recommended. Compaction requirements are summarized in the "Fill and Backfill" section of this report.

3.5 Mill and Overlay

As previously indicated, mill and overlay options will work on the northern portion of David Drive. In general, asphalt thicknesses less than 3 inches do not hold up to the milling process. Edge corings along Hutcheson Drive C-10, C-11, C-12, C-13, C-14, and C-16 all measured to be less than 3 inches in thickness. While asphalt thickness on Canyon Terrace Drive will permit mill and overlay, pavement in this area is in poor enough condition that removal and replacement is recommended.

Given the current site grading, numerous fixed grade points, and erosion control systems it is assumed that a standalone overlay cannot be completed. Therefore, it is recommended to conduct an edge mill and overlay. This can be done by conducting an edge mill along the curb/edge of pavement and other fixed grade points to provide space for the overlay. It is recommended to mill to a depth of 1½ inches below the existing asphalt surface, tapering to zero inches at a distance of 8-feet away from the pavement edge. Using the taper option will allow for a slightly thicker section of asphalt to be placed back, adding to the structural capacity of the pavement. Areas where pavement is tied in to curbs and/or gutters should be milled to provide space for the new overlay allowing for ¼ inch of asphalt above the lip of the curb/gutter elevation.

An asphalt overlay will eventually result in a similar crack pattern as the old cracks reflect through to the surface. Prior to overlaying, consideration can be given to installing a crack reducing interlayer product. This could consist of a Petromat® 4597 (www.geotextile.com) paving fabric or approved equal. Petromat ® is a non-woven polypropylene geofabric that is embedded in an asphalt tack coat on top of the old pavement prior to overlay. When overlaid, the heat of the new asphalt allows the asphalt binder to penetrate the fabric creating a stress absorbing layer that also adds protection against water intrusion through new cracks as they form. Alternates to using a Petromat could include GlasGrid or PavePrep products which have self-adhesive and can be placed over the crack to aid in reducing reflective cracking. Without one of the above products reflective cracking could begin to appear within 1-2 years from placement of the overlay. If larger cracks have occurred during the time of mill and overlay operations, cracking can be expected to begin within 2 years as a result of the highly cracked pavement surface.

If standard conventional mix asphalt is to be used, overlay the pavement with at least 1½ inches of new hot mix asphalt concrete with the edge of the pavement elevated ¼-inch above the lip of the gutter per MAG Detail 220-2. It is recommended that Maricopa Association of Governments (MAG) Standard Specification Section 710 be specified. Depending on the final overlay thickness a ½ or ¾ inch mix designation should be used, using the Marshall mix design for light traffic. While the ¾ inch mix has a somewhat rougher texture, it offers more stability and resistance to scuffing, particularly in truck turning areas. Pavement should be installed per the quality standard of MAG Standard Specification Section 322. Life expectancy is on the order of 5 to 10 years with maintenance. See Section 3.9 for additional material specifications. Deleting the

major crack repairs is possible with this option but early reflective cracking should be expected. This will increase maintenance requirements.

3.6 New/Completely Reconstructed Asphalt Pavement

It must be noted that all new asphalt pavements will eventually crack. Cracking in asphalt pavement is typical and should be expected over the life of the pavement. In fact, it has been our experience that we are seeing the onset of earlier aging and block shrinkage cracking in the new asphalt binders that are available. These require routine maintenance to prevent accelerated deterioration. Accordingly, it is highly recommended to establish a maintenance program where the cracks are routinely filled as they appear beginning at about the second year of life. It is also recommended that surface fog seal coats be considered beginning at about year 5 and every 5 years after. This will help preserve the pavement, extending the service life.

If earthwork in paved areas is carried out to finish subgrade elevation as set forth herein, the subgrade will provide adequate support for pavements. The section capacity is reported as daily ESALs, Equivalent 18 kip Single Axle Loads. Typical heavy trucks impart 1.0 to 2.5 ESALs per truck depending on load. It takes approximately 1200 passenger cars to impart 1 ESAL. In residential subdivisions, the worst offender, construction traffic, is often over looked. Buildout is relatively complete along these sections of roadway, so construction traffic may be minimal, however delivery traffic may increase volumes. Based on the existing structural sections, it appears that the existing roadways should have provided for approximately 3 to over 23 daily ESALs over a 20 year life. The age of the existing roadways and subsequent maintenance is unknown and it is therefore unknown if the pavement provided the anticipated life expectancy or not. Several structural sections have been provided to account for different traffic volumes. The designer/owner is ultimately responsible for choosing the appropriate section to meet the anticipated traffic volume and life expectancy.

Table 3.6.1 – City of Flagstaff Asphalt Pavement

Option	18 KIP ESAL's		Flexible Pavement	
	Daily	Total	AC	AB
A	5.9	42,901	3"	6"
B	13.1	95,4859	4"	4"
C	18.3	133,572	4"	5"

Note:

1. Designs are based on AASHTO design equations and Arizona Department of Transportation (ADOT) correlated R-values.

Pavement Design Parameters:

Assume: One 18 kip Equivalent Single Axle Load (ESAL)/Truck
Life: 20 years
Subgrade Soil Profile:
- % Passing No. 200 Sieve: 48% (avg)
- Plasticity Index: 21 (avg)
- R-value: 30.7 (per ADOT Tables and R-Value Tests)
- M_R: 8600 (per AASHTO formula)

Serviceability
- Initial: 4.5
- Final: 2.5

Reliability: 90%
Structural Coefficients:
- Asphalt <4": 0.39
- Asphalt >4": 0.42

These structural sections assume that all subgrades are prepared in accordance with the recommendations contained in the "Site Preparation" and "Fill and Backfill" sections of this report, and paving operations carried out in a proper manner. If pavement subgrade preparation is not carried out immediately prior to paving, the entire area should be proof-rolled at that time with a heavy pneumatic-tired roller to identify locally unstable areas for repair. Site drainage should be designed to ensure positive drainage of the base and sub base materials. Improper grading of sub base materials will drastically reduce the overall life of the pavement.

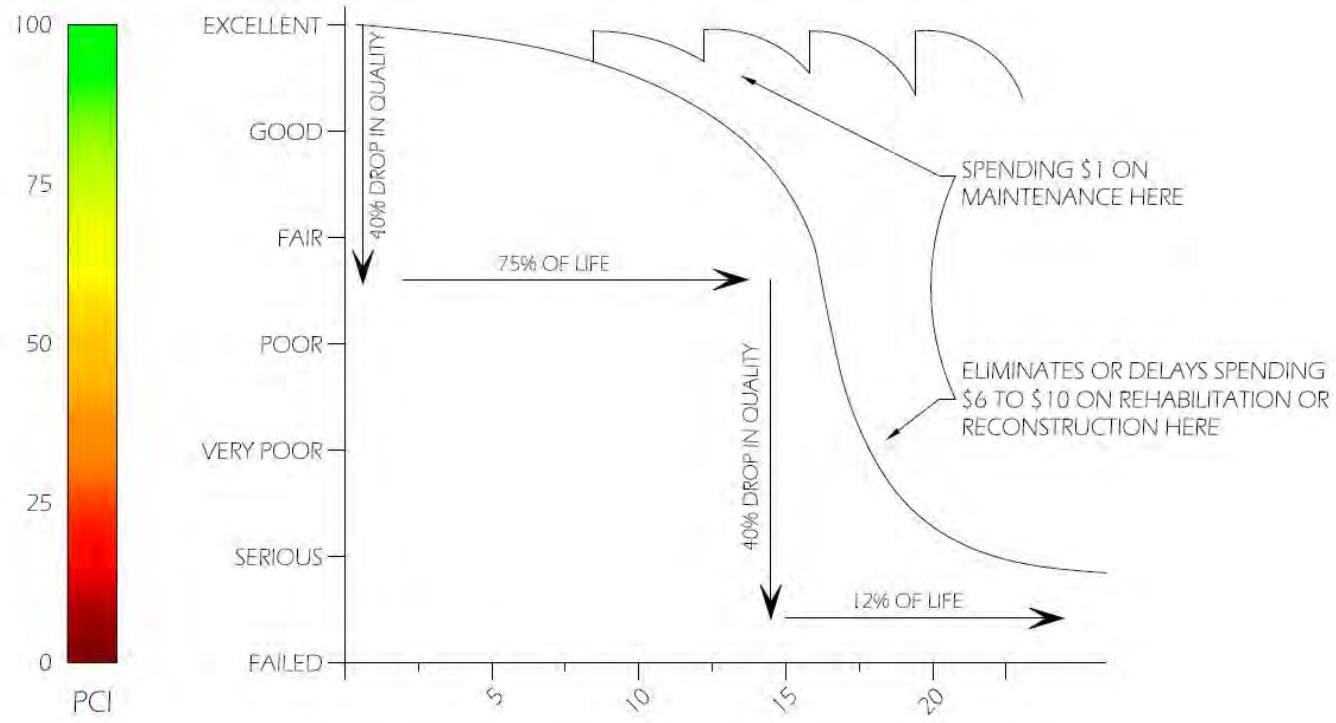
Pavement base course material should be aggregate base per M.A.G. Section 702 Specifications. Asphalt concrete materials and mix design should conform to M.A.G. 710 using the Marshall mix design criteria for low volume traffic and PG 58-28 for the asphalt grade. **Reducing the air void content to 3 percent** will aid in reducing thermal cracking typical in the area. It is recommended that a ½ inch or ¾ inch mix designation be used for the pavements. While a ¾ inch mix may have a somewhat rougher texture, it offers more stability and resistance to scuffing, particularly in truck turning areas. Pavement installation should be carried out under applicable portions of M.A.G. Section 321 and municipality standards. The asphalt supplier should be informed of the pavement use and be required to provide a mix that will provide stability and be aesthetically acceptable. Some of the newer M.A.G. mixes are very coarse and could cause placing and finish problems. A mix design should be submitted for review to determine if it will be acceptable for the intended use.

3.7 Preventative Maintenance Plan

In order to achieve an extended life in the pavement it is highly recommended that a maintenance plan be constructed to address the aging process of the pavement. It has been well documented that proper pavement maintenance will prolong the life of the pavement at a lower cost than letting the pavement age with no maintenance. Figure 3.7.1 shows through the Pavement Condition Index (PCI), a typical visual condition scale ranging from 0 (failed) to 100 (new), how spending money on pavement preservation at the correct time will be a significantly more cost effective means for extending the life of the pavement. As long as the pavement remains in a fair to excellent state, the cost of pavement preservation is relatively small. However, as the pavement deteriorates, the pavement life becomes significantly shorter and there is a change from preservation to rehabilitation, and reconstruction.

A well formed maintenance plan should include budgeting for crack sealing on an annual basis beginning the 2nd or 3rd year, and resealing every 4 to 5 years after. Budget estimates should assume that approximately 25 percent of the pavement areas will need isolated crack sealing every year. It is also recommended that surface fog seal coats be considered about year 5 and every 5 years after. This will help preserve the pavement surface as well as minimize the effects from moisture infiltration. Depending on the progression of the aging, more costly surface treatments such as thin overlays or slurry seals should be anticipated at the 15 to 20 year point of the pavements life.

Figure 3.7.1 - Life Cycle Cost Analysis



It is recommended that an initial PCI (Pavement Condition Index) survey be completed on all new pavements at around 4 years old, at which time the pavement should start showing signs of aging. The pavement condition survey will allow for better prediction modeling, permit planning of maintenance and operations, and maximize the life of the roadway. PCI surveys should be conducted every 3 to 5 years to determine progression of aging. A 10 year maintenance plan can be created with each one of these surveys to help for budgeting over a 10 year period.

4.0 GENERAL

The scope of this investigation and report does not include regional considerations such as seismic activity and ground fissures resulting from subsidence due to groundwater withdrawal, nor any considerations of hazardous releases or toxic contamination of any type.

Our analysis of data and the recommendations presented herein are based on the assumption that soil conditions do not vary significantly from those found at specific sample locations. Our work has been

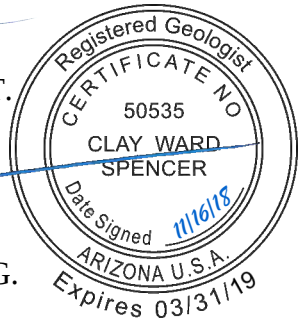
performed in accordance with generally accepted engineering principles and practice; this warranty is in lieu of all other warranties expressed or implied.

We recommend that a representative of the Geotechnical Engineer observe and test the earthwork and grading portions of this project to ensure compliance to project specifications and the field applicability of subsurface conditions which are the basis of the recommendations presented in this report. If any significant changes are made in the scope of work or type of construction that was assumed in this report, we must review such revised conditions to confirm our findings if the conclusions and recommendations presented herein are to apply.

Respectfully submitted,
SPEEDIE & ASSOCIATES, INC.

Garrett J. Chott, E.I.T.

Clay W. Spencer, R.G.



Gregg A. Creaser, P.E.



SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers

APPENDIX

FIELD AND LABORATORY INVESTIGATION

SOIL BORING LOCATION PLAN

SOIL LEGEND

LOG OF TEST BORINGS

TABULATION OF TEST DATA

PHOTOGRAPHS OF ASPHALT CORES

PHOTOGRAPHS OF SITE CONDITIONS

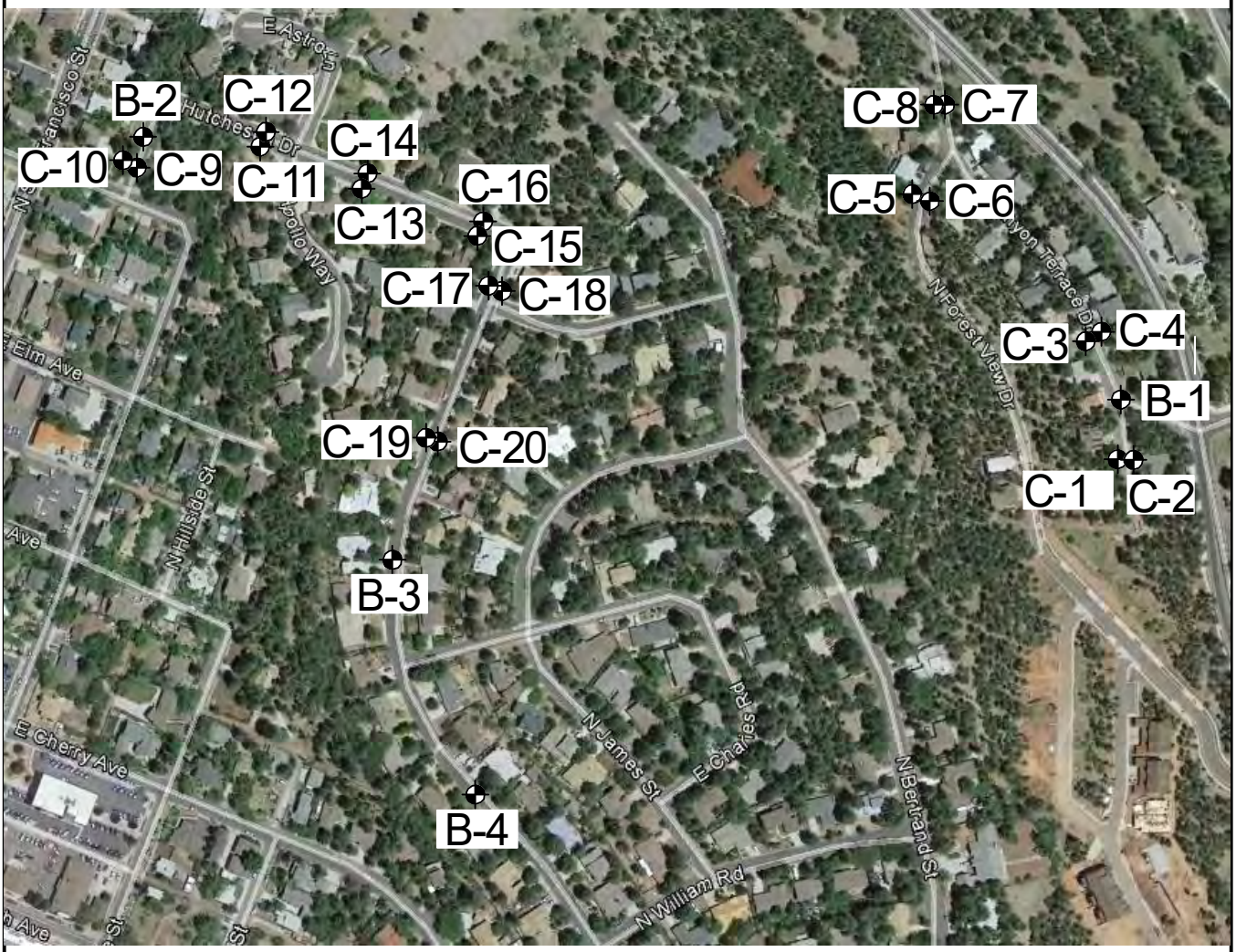
SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers

FIELD AND LABORATORY INVESTIGATION

On October 23rd and 25th, 2018, 4 pavement soil borings were excavated and 20 cores were taken at the approximate locations shown on the attached Soil Boring Location Plan. All exploration work was carried out under the full-time supervision of our staff engineer, who recorded subsurface conditions and obtained samples for laboratory testing. The borings were excavated with a CME-75 drill rig utilizing 7.5-inch diameter hollow stem augers. Detailed information regarding the soil borings and samples obtained can be found on an individual Log of Test Boring prepared for each location.

Pavement coring was conducted at 8 locations along N. Canyon Terrace Drive, 8 locations along E. Hutcheson Drive, and 4 locations along E. David Drive. Coring took place on opposing edges of the roadway, offset approximately 5.5 feet off of the curb of the road, utilizing a 4.0 inch core barrel and coring machine. Photos of the asphalt cores recovered are provided in this appendix.

Laboratory testing consisted of grain-size distribution and plasticity (Atterberg Limits) tests for classification and pavement design parameters. All field and laboratory data are presented in this appendix.



- APPROXIMATE SOIL BORING LOCATIONS

Drawing Courtesy of Google Maps

City of Flagstaff Road Improvements
East David Dr, East Hucheson Dr,
North Canyon Terrace Dr
Flagstaff, Arizona

SPEEDIE AND ASSOCIATES
GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS
2026 N. Third Street FLAGSTAFF, ARIZONA 86004

DR:GJC	CHK:CWS	REV:	DATE: 11-8-18	PROJECT NO. 181932SF

SOIL LEGEND

SAMPLE DESIGNATION		DESCRIPTION	
	AS	**Auger Sample**	A grab sample taken directly from auger flights.
	BS	**Large Bulk Sample**	A grab sample taken from auger spoils or from bucket of backhoe.
	S	**Spoon Sample**	Standard Penetration Test (ASTM D-1586) Driving a 2.0 inch outside diameter split spoon sampler into undisturbed soil for three successive 6-inch increments by means of a 140 lb. weight free falling through a distance of 30 inches. The cumulative number of blows for the final 12 inches of penetration is the Standard Penetration Resistance.
	RS	**Ring Sample**	Driving a 3.0 inch outside diameter spoon equipped with a series of 2.42-inch inside diameter, 1-inch long brass rings, into undisturbed soil for one 12-inch increment by the same means of the Spoon Sample. The blows required for the 12 inches of penetration are recorded.
	LS	**Liner Sample**	Standard Penetration Test driving a 2.0-inch outside diameter split spoon equipped with two 3-inch long, 3/8-inch inside diameter brass liners, separated by a 1-inch long spacer, into undisturbed soil by the same means of the Spoon Sample.
	ST	**Shelby Tube**	A 3.0-inch outside diameter thin-walled tube continuously pushed into the undisturbed soil by a rapid motion, without impact or twisting (ASTM D-1587).
	--	**Continuous Penetration Resistance**	Driving a 2.0-inch outside diameter "Bullnose Penetrometer" continuously into undisturbed soil by the same means of the spoon sample. The blows for each successive 12-inch increment are recorded.

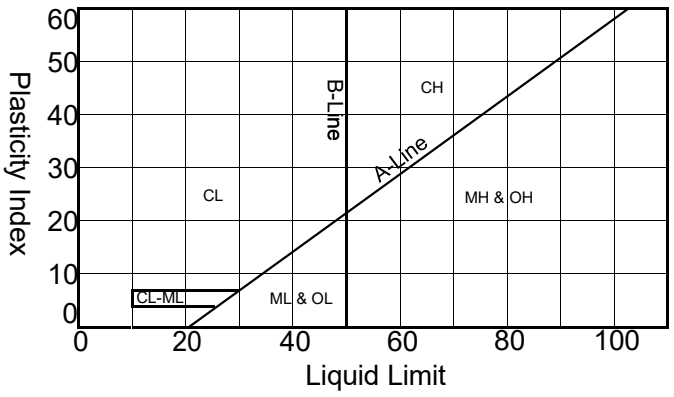
CONSISTENCY			RELATIVE DENSITY	
Clays & Silts	Blows/Foot	Strength (tons/sq ft)	Sands & Gravels	Blows/Foot
Very Soft	0 - 2	0 - 0.25	Very Loose	0 - 4
Soft	2 - 4	0.25 - 0.5	Loose	5 - 10
Firm	5 - 8	0.5 - 1.0	Medium Dense	11 - 30
Stiff	9 - 15	1 - 2	Dense	31 - 50
Very Stiff	16 - 30	2 - 4	Very Dense	> 50
Hard	> 30	> 4		

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SAND AND SANDY SOILS	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL OR MODIFIED SYMBOLS MAY BE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS OR TO PROVIDE A BETTER GRAPHICAL PRESENTATION OF THE SOIL

MATERIAL SIZE	PARTICLE SIZE			
	Lower Limit		Upper Limit	
	mm	Sieve Size ◆	mm	Sieve Size ◆
SANDS				
Fine	0.075	#200	0.42	#40
Medium	0.420	#40	2.00	#10
Coarse	2.000	#10	4.75	#4
GRAVELS				
Fine	4.75	#4	19	0.75" ×
Coarse	19	0.75" ×	75	3" ×
COBBLES	75	3" ×	300	12" ×
BOULDERS	300	12" ×	900	36" ×

◆U.S. Standard ×Clear Square Openings



Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 25 50)
0	4.5 INCHES ASPHALT ON 4 INCHES DIRTY CINDER AGGREGATE BASE					
0.6	Stiff Dark Brown FAT CLAY (CH-Moist to Wet)	AS-1	2.5	NT	NT	
5	5.0	SS-2	5.0	NT	NT	
		SS-3	5.4	NT	NT	50/5"
	Medium Dense Light Brown CLAYEY SAND (SC-Dry to Moist)	AS-4	6.0	NT	NT	
	Hard Drilling from 6-7 Feet					
8.0	Very Stiff Brown FAT CLAY (CH-Dry to Moist) with Little Gravel and Some Sand	SS-5	9.0	NT	NT	60/18"
		AS-6	9.0	NT	NT	
10	10.0					
	Medium Dense Reddish Brown CLAYEY SAND (SC-Dry to Moist)					
11.5	End of Boring	SS-7	11.5	NT	NT	

Boring Date: **10-23-18**
Field Engineer/Technician: **G. Chott**
Driller: **F. Esparza**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-1**

City of Flagstaff Road Improvements

North Canyon Terrace Drive

Flagstaff, Arizona

Project No.: **181932SF**

_SPEEDIE 181932SF.GPJ GENGEO.GDT 11/15/18

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 / 25 / 50)
0	3.5 INCHES ASPHALT ON 3 INCHES DIRTY CINDER AGGREGATE BASE					
0.5	Medium Dense Light Brown CLAYEY SAND (SC-Moist) with Trace Gravel	AS-1	2.5	NT	NT	
2.5	Medium Dense Brown CLAYEY SAND (SC-Dry to Moist)	SS-2	4.0	NT	NT	
5	Reddish Brown from 4-11.5 Feet (Decomposed Limestone)	AS-3	6.5	NT	NT	
		SS-4				
		SS-6	9.0	NT	NT	
10		AS-5	10.0	NT	NT	
11.5	End of Boring	SS-7	11.5	NT	NT	

Boring Date: **10-23-18**
Field Engineer/Technician: **G. Chott**
Driller: **F. Esparza**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-2**

City of Flagstaff Road Improvements

East Hutcheson Drive

Flagstaff, Arizona

Project No.: **181932SF**

_SPEEDIE 181932SF.GPJ GENGEO.GDT 11/15/18

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 25 50)
0	3.75 INCHES ASPHALT ON 4 INCHES DIRTY CINDER AGGREGATE BASE					
0.6	Stiff Dark Brown CLAYEY SAND (SC-Moist) with Little Gravel	AS-1	2.5	NT	NT	
		SS-2	2.8	NT	NT	50/4"
3.5	Moderately Weathered Basalt					
5		SS-3	5.3	NT	NT	50/4"
5.5	Auger Refusal on Bedrock					
10						

Boring Date: **10-23-18**
Field Engineer/Technician: **G. Chott**
Driller: **F. Esparza**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-3**

City of Flagstaff Road Improvements

East David Drive

Flagstaff, Arizona

Project No.: **181932SF**

_SPEEDIE 181932SF.GPJ GENGEO.GDT 11/15/18

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 25 50)
0	3.5 INCHES ASPHALT ON 4 INCHES AGREGGATE BASE					
	0.6 Medium Dense Reddish Brown SILTY SAND (SM-Moist) with Some Gravel	AS-1	0.7	NT	NT	
	1.5 Moderately Weathered Basalt					
		SS-2	4.0	NT	NT	
5						
	6.5 Auger Refusal on Bedrock	SS-3	6.5	NT	NT	
10						

Boring Date: **10-23-18**
Field Engineer/Technician: **G. Chott**
Driller: **F. Esparza**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-4**

City of Flagstaff Road Improvements

East David Drive

Flagstaff, Arizona

Project No.: **181932SF**

_SPEEDIE 181932SF.GPJ GENGEO.GDT 11/15/18

TABULATION OF TEST DATA

SOIL BORING or TEST PIT NUMBER	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE INTERVAL (ft)	NATURAL WATER CONTENT (Percent of Dry Weight)	IN-PLACE DRY DENSITY (Pounds Per Cubic Foot)	PARTICLE SIZE DISTRIBUTION (Percent Finer)					ATTERBERG LIMITS			UNIFIED SOIL CLASSIFICATION	SPECIMEN DESCRIPTION
						#200 SIEVE	#40 SIEVE	#10 SIEVE	#4 SIEVE	3" SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
B-1	AS-1	AUGER	0.8 - 2.5	NT	NT	78	90	97	99	100	64	23	41	CH	FAT CLAY with SAND
B-2	AS-1	AUGER	1.5 - 2.5	NT	NT	44	67	81	89	100	27	16	11	SC	CLAYEY SAND
B-3	AS-1	AUGER	0.8 - 2.5	NT	NT	22	37	61	81	100	27	17	10	SC	CLAYEY SAND with GRAVEL
B-4	AS-1	AUGER	0.4 - 0.7	NT	NT	14	32	50	67	100	NP	NP	NP	SM	SILTY SAND with GRAVEL

Sieve analysis results do not include material greater than 3". Refer to the actual boring logs for the possibility of cobble and boulder sized materials.

NT=Not Tested

Sheet 1 of 1

City of Flagstaff Road Improvements

E. David Drive, E. Hutcheson Drive, N. Canyon Terrace Drive

Flagstaff, Arizona

Project No. 181932SF

SPEEDIE AND ASSOCIATES

TABULATION OF TEST DATA 181932SF.GPJ GENGEO.GDT 10/31/18



Figure 1: Core Location C-1

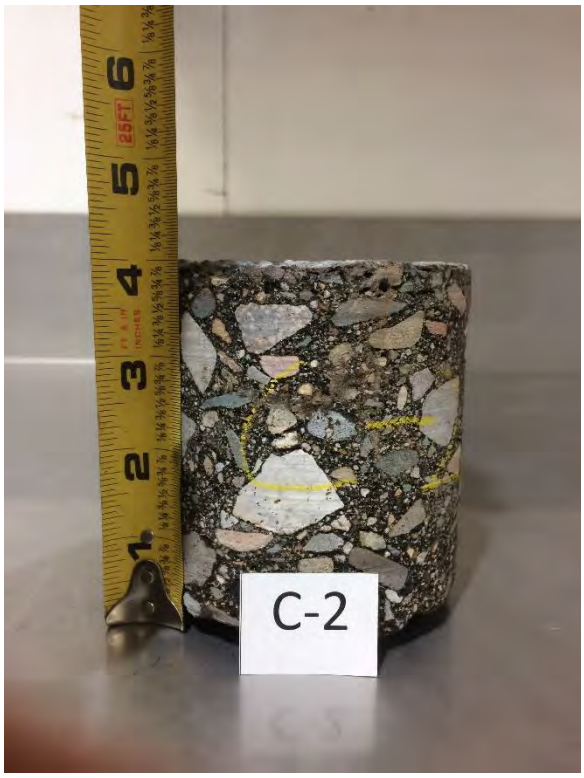


Figure 2: Core Location C-2



Figure 3: Core Location C-3

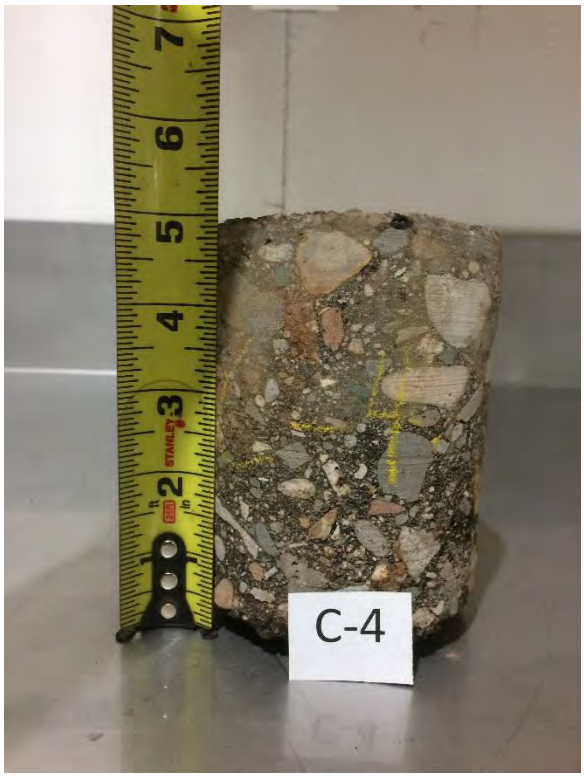


Figure 4: Core Location C-4

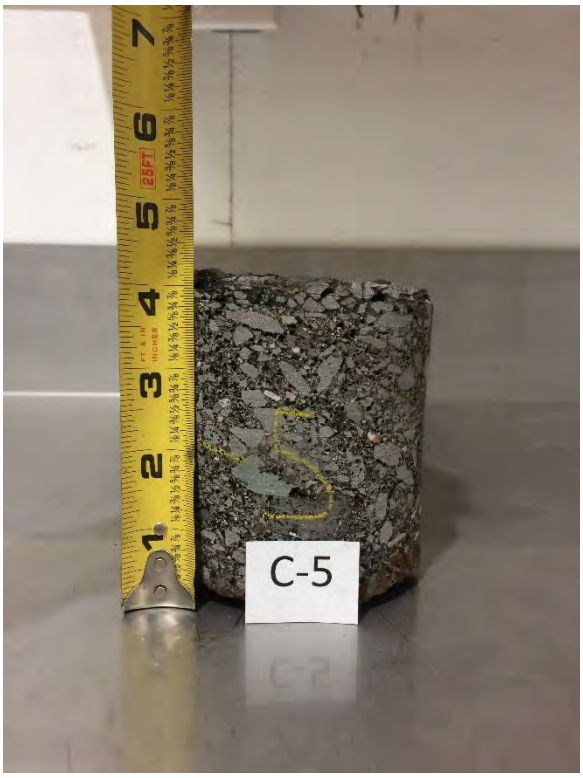


Figure 5: Core Location C-5

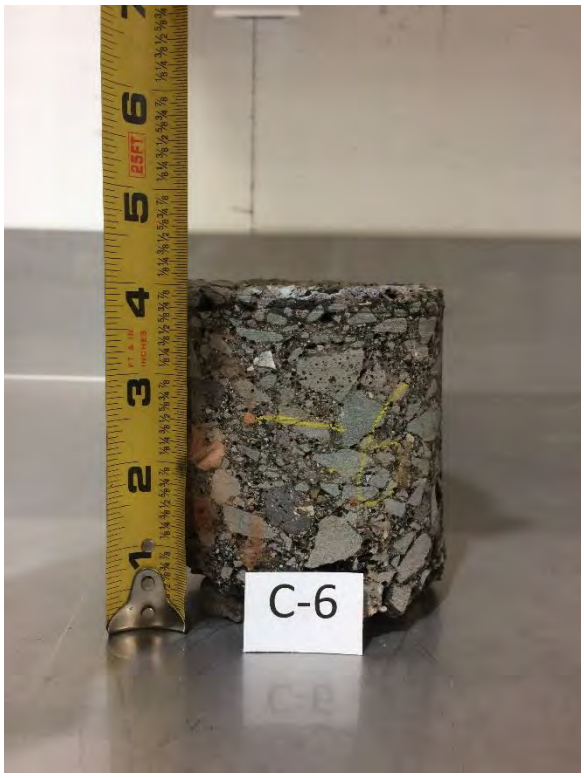


Figure 6: Core Location C-6

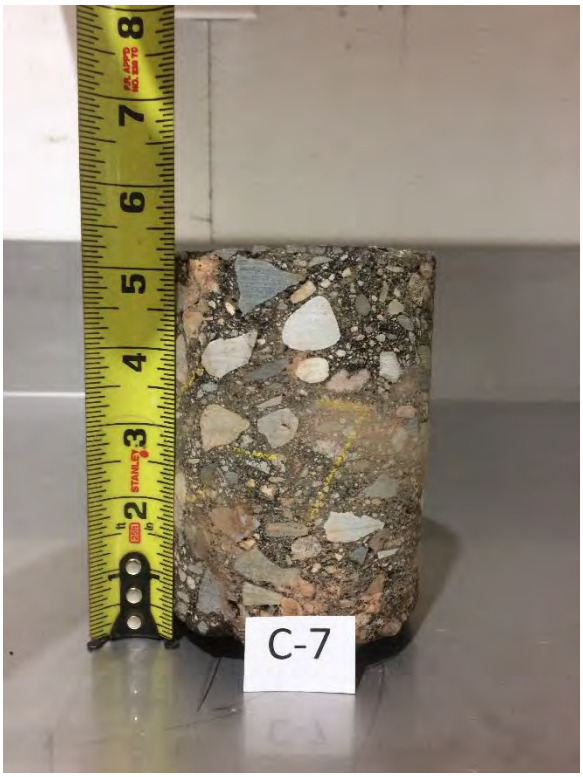


Figure 7: Core Location C-7



Figure 8: Core Location C-8

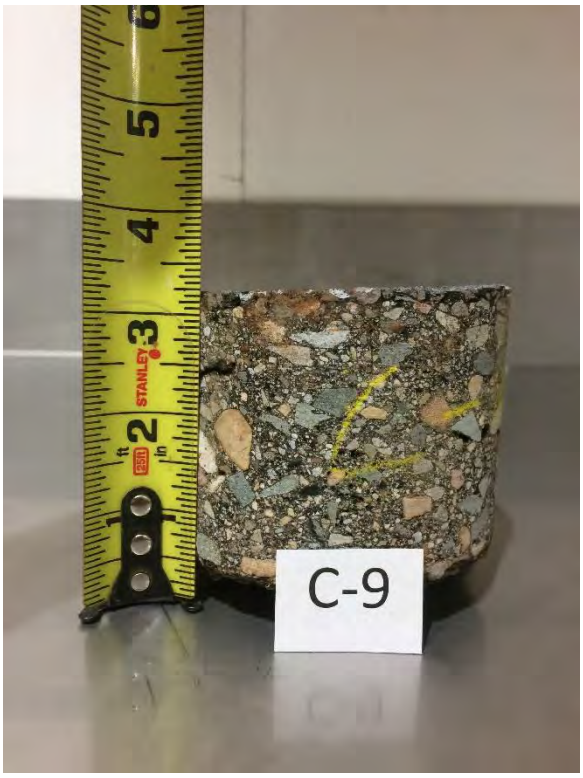


Figure 9: Core Location C-9

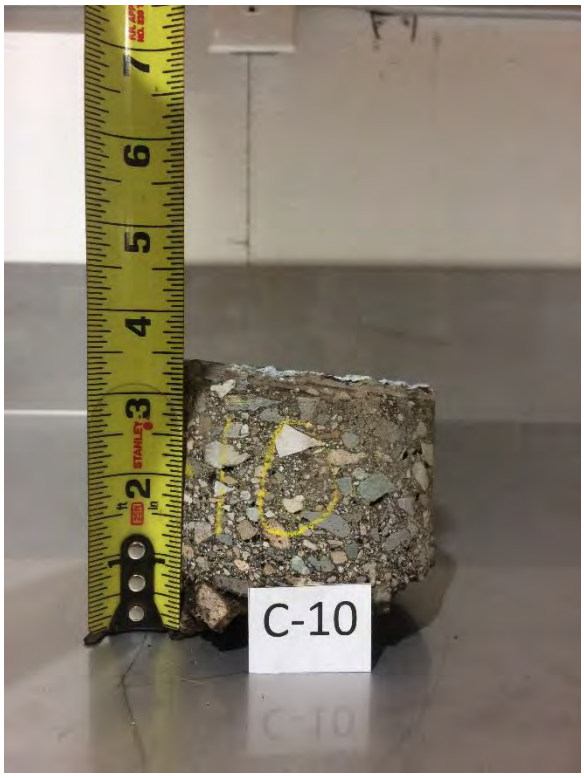


Figure 10: Core Location C-10

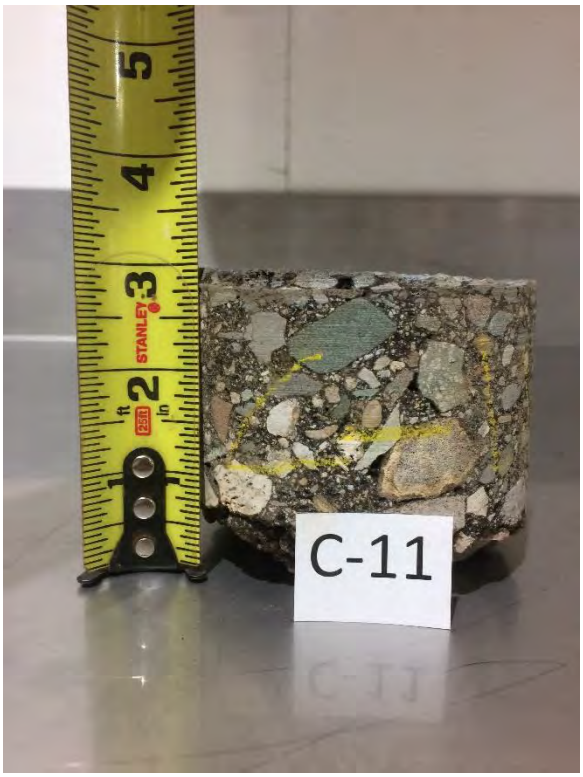


Figure 11: Core Location C-11

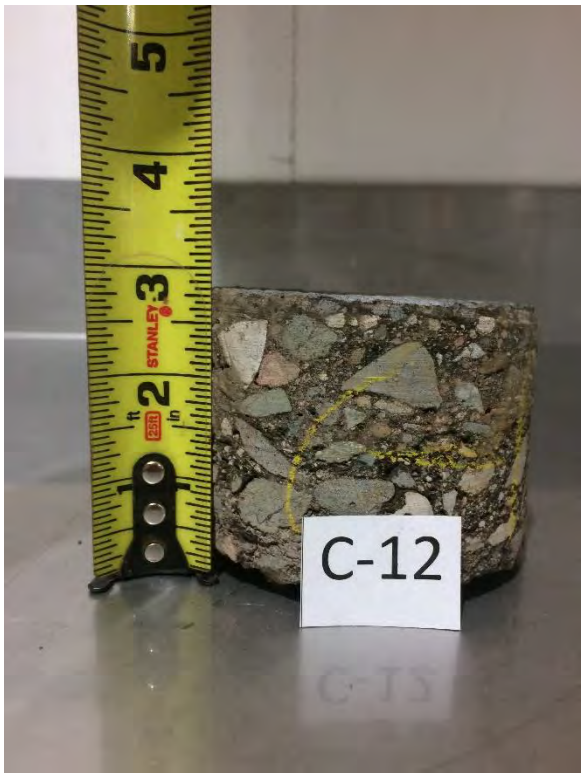


Figure 12: Core Location C-12

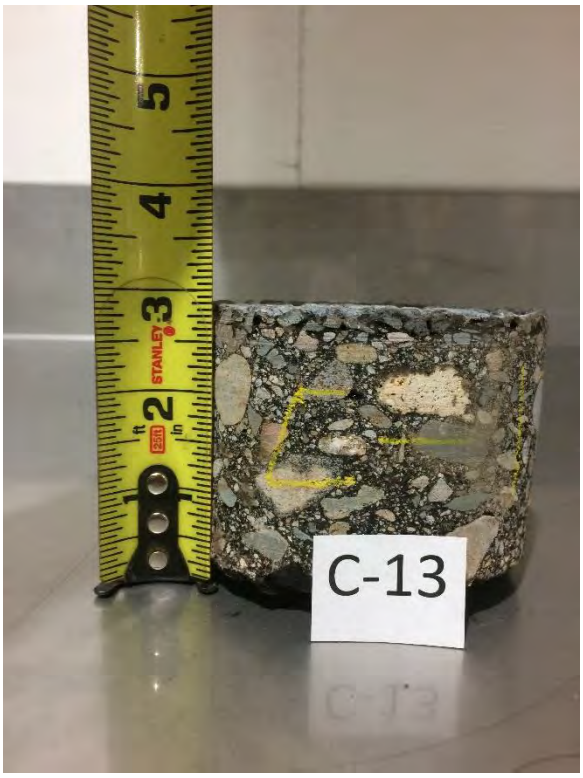


Figure 13: Core Location C-13

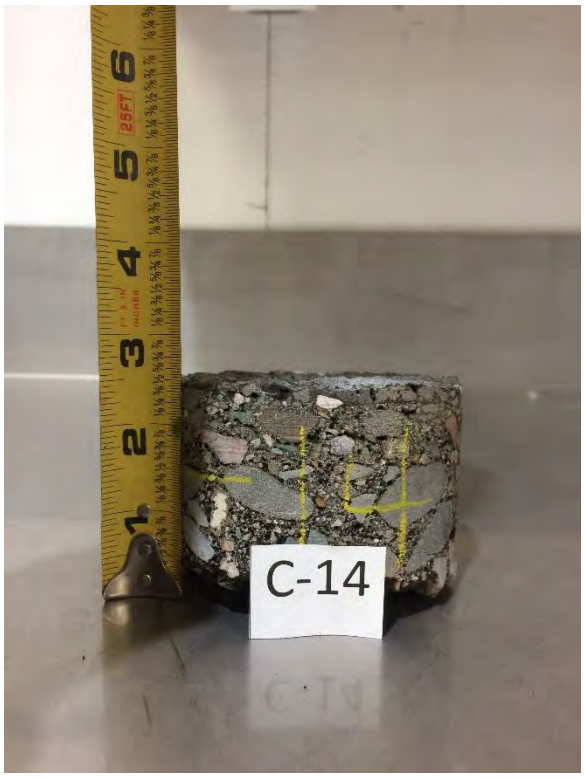


Figure 14: Core Location C-14

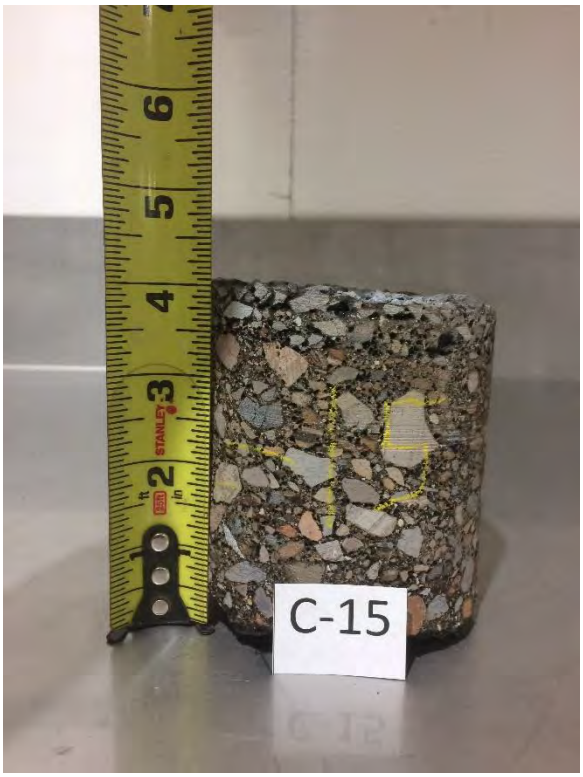


Figure 15: Core Location C-15

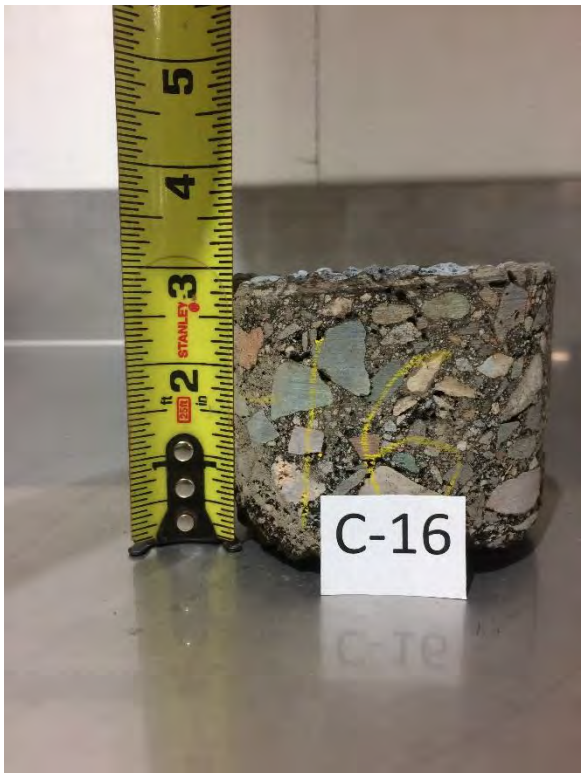


Figure 16: Core Location C-16



Figure 17: Core Location C-17

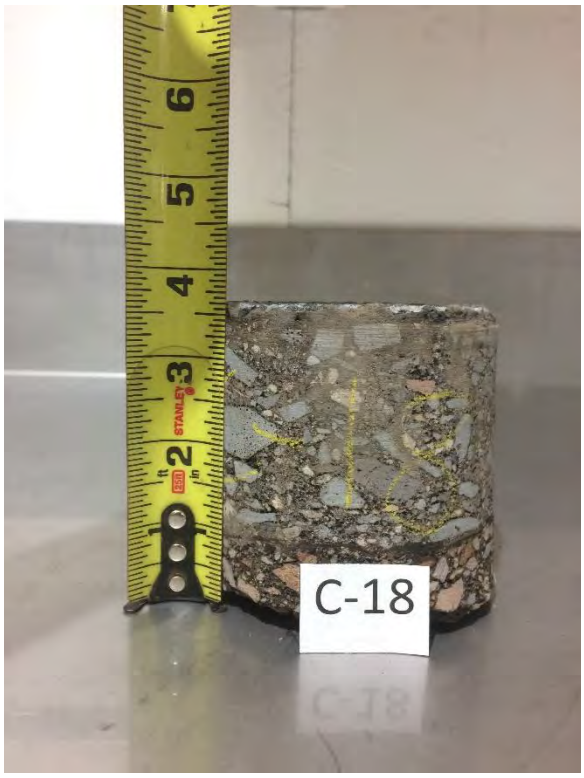


Figure 18: Core Location C-18



Figure 19: Core Location C-19

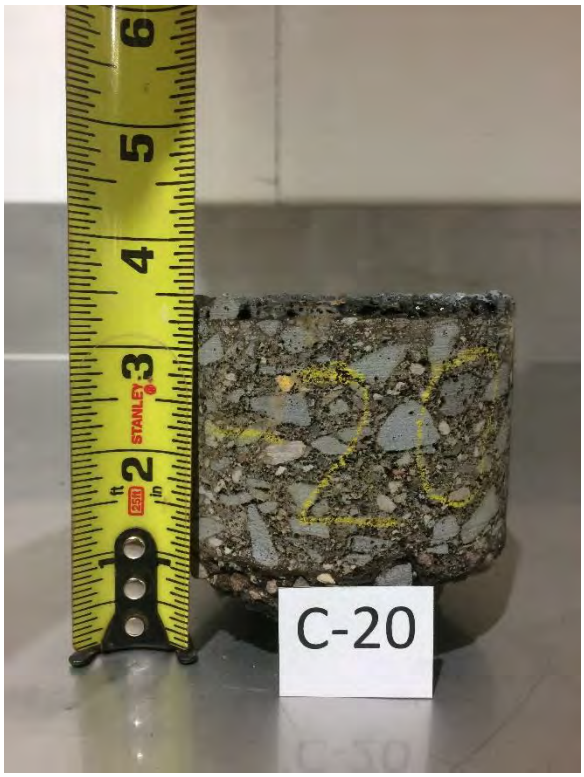


Figure 20: Core Location C-20

Site Photographs



Photo No. 1: Alligator cracking, utility patching, and loss of asphalt wear surface on Canyon Terrace Drive



Photo No. 2: Advanced block cracking and utility patches on Canyon Terrace Drive



Photo No. 3: Advanced block cracking on Canyon Terrace Drive



Photo No. 4: Transverse cracking on Hutcheson Drive

Site Photographs



Photo No. 1: Alligator cracking on Hutcheson Drive



Photo No. 2: Typical existing condition on David Drive



Photo No. 3: Alligator cracking and trench failure on David Drive



Photo No. 4: Transverse crack and alligator cracking on David Drive

Appendix B

APS & Century Link Supplemental Utility Information

Date: July 22, 2019

To: Ryan Wiesner
Agency: APS

☐ Delivered to Office ☒ Submitted via e-mail ☐ Mailed
☒ Digital ☐ Hard Copy ☐ CD

Project Identification: COF West Flag Improvements

Project Number: 18COF03

Please review the PDF plans for the above captioned project. Paper copies of the plans are available upon request however we are trying to reduce our environmental footprint.

When you complete your review please check for the appropriate condition below, list any conditions, and affix your signature. Return this correspondence to us via mail or e-mail. If you have any questions please feel free to call or e-mail me.

We would appreciate a response by: **August 5, 2019**

Thank you for your attention to this project.

____Issues to be addressed prior to approval:

_____

_____

_____

__✓__The project is approved with the following conditions:

Please See Attached

_____

_____

____The project is approved as submitted:

Signature: _____ 7/23/19 Date

Printed name: Ryan Wiesner

By: PEAK ENGINEERING, INC.

Caleb Lanting, P.E.

caleb@peakegr.com

(928) 774-4046

Attachments: 1 Plan Set, Dated: June 2019

Date: 7/23/2019

To: Peak Engineering, INC.

Regarding: COF West Flag Improvements

To whom it may concern,

Thank you for contacting us with your preliminary plans and drawings. We have reviewed your paper work and have found:

APS has existing facilities in this area. Remember to always bluestake prior to any digging. Please allow for adequate design time (1-16 weeks) from APS in the event that our facilities need to be relocated, removed, or we find we have to add to our system.

Please note that this response does not act as a Project Initiation Request. You will need to contact an APS Customer Project Manager directly when you are ready to initiate your project.

Thank you for your time and patience,

Ryan Wiesner
Customer Project Manager,
Flagstaff Construction
2200 E. Huntington Dr. Flagstaff, AZ 86004
928-773-6447
Ryan. Wiesner@APS.com

* Our ESRM can be found at aps.com, by searching ESRM in the search bar.

CenturyLink™ Conflict Memorandum

Date: August 3, 2019

To: Caleb Lanting (Peak Engineering, Inc.)
caleb@peakegr.com

From: Kevin Wagner, Terra Technologies LLC

Subject: CenturyLink™ – Conflict Memo – Project No. 03-19001 & ST3346 – City of Flagstaff – West Flag Improvements – 90%

Terra Technologies is in receipt of the 90% plans. Below you will see an overview of CenturyLink™ facilities within the project limits, and a brief project overview along with comments regarding any CenturyLink™ facilities with respect to the proposed project.

Inventory of CenturyLink™ Facilities

CenturyLink™ has facilities within the project limits. Terra Technologies anticipates that due to the roadway improvements that the CenturyLink™ facilities (buried cables, aerial cable & pedestals) will be impacted. Plan markups have been attached showing approximate locations of CenturyLink™ facilities.

Project Overview

The design intent of this project appears to be a roadway improvement project.

Facility Locations and Impacts

CenturyLink™ underground facility mapping provided is based on NDS mapping and accuracy of vertical and horizontal location is only a representation of the exact field location. Any additional utility information gathered by CenturyLink™ will be promptly coordinated with the City of Flagstaff and/or its representative. Please notify Terra Technologies LLC and CenturyLink™ with additional utility locating information if acquired.

Based on CenturyLink™ mapping, street view imagery and the construction drawings the following conflicts and/or potential conflicts should be addressed as part of this construction project.

CenturyLink™ Conflict Memorandum

(Note: Stations and Offsets are approximate)(See attached plan mark-ups for additional clarification of conflict locations)

PROBABILITY OF CONFLICT (POC)
L = Low M = Medium H = High K = Known (100%)

No.	LINE	STATION	OFFSET	FACILITY	CONFLICT	POC	ACTION
1	David Dr	20+50	LT	Joint Utility Pole	Proposed Roadway Improvements	K	Design engineer to coordinate with CenturyLink on impact and mitigation of joint utility pole.
2	Hutcheson Dr	41+25 to 47+75	RT/LT	Buried Cable	Proposed Water Line, Water & Sewer Service Lines	M	Protect in place. Contractor to adjust water line, water and sewer service lines as necessary to avoid conflict, maintaining 12"vertical separation.
3	Canyon Terrace Dr	60+50 to 68+50	RT/LT	Buried Cable	Proposed Water Line, Water & Sewer Service Lines	M	Protect in place. Contractor to adjust water line, water and sewer service lines as necessary to avoid conflict, maintaining 12"vertical separation.

CenturyLink™ Conflict Memorandum

4	Canyon Terrace Dr	60+50 to 66+90	Crossing	Buried Cable	Proposed Sewer Line	L	Profiles indicate that proposed sewer line will be deep enough not to be in conflict. Protect and support in place.

Please notify Terra Technologies LLC and CenturyLink™ when further milestone coordination or a Preconstruction Meeting will take place so a representative can be in attendance.

As previously noted, design appears to be at the 90% stage. Terra Technologies and CenturyLink™ request to review the updated plans for any conflicts prior to disbursement for advertising.

In accordance with state law, Blue Staking for location of CenturyLink™ facilities must be completed prior to any construction. When crossing CenturyLink™ facilities you will be required to pothole to determine depth and maintain a minimum of 12 inch vertical and horizontal separation from facilities.
Pursuant to state law, support and protection is required for all CenturyLink™ facilities during construction.

Should the Contractor locate or expose an unknown CenturyLink™ facility, please contact CenturyLink™ as soon as possible.

Acquisition of required public Rights-of-Way, and removal of encumbrances from those Rights-of-Way, is the responsibility of the municipality or their agent prior to CenturyLink™ excavation in, or relocation to, the newly acquired Rights-of-Way.

In the event CenturyLink™ facilities need to be removed or relocated, some or all cost may be at the expense of the sponsoring agency.

If you have any questions or concerns regarding this review feel free to contact me immediately, either by phone or email at the number/address provided below. The contractor is also responsible for contacting CenturyLink™ prior to construction around the CenturyLink™ facilities.

CenturyLink™ Conflict Memorandum

Notification List

Terra Technologies LLC Kevin Wagner, Project Manager kwagner@terratechllc.net 815-245-9640	**Terra Technologies LLC** Chad Dalton, EIT cdalton@terratechllc.net 520-891-1726
Terra Technologies LLC Jason Jensen, P.E. jjensen@terratechllc.net 801-735-2464	**CenturyLink™(Engineer II)** Manuel Hernandez Manuel.Hernandez4@centurylink.com 928-779-435
CenturyLink™ (MGR Network Impl.) Dell Howard dell.w.howard@centurylink.com 500 S Calvary Way Cottonwood, AZ 86326 Office: 928-649-9318	

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS

CenturyLink Markups

Wire Center: FLGSAZMA

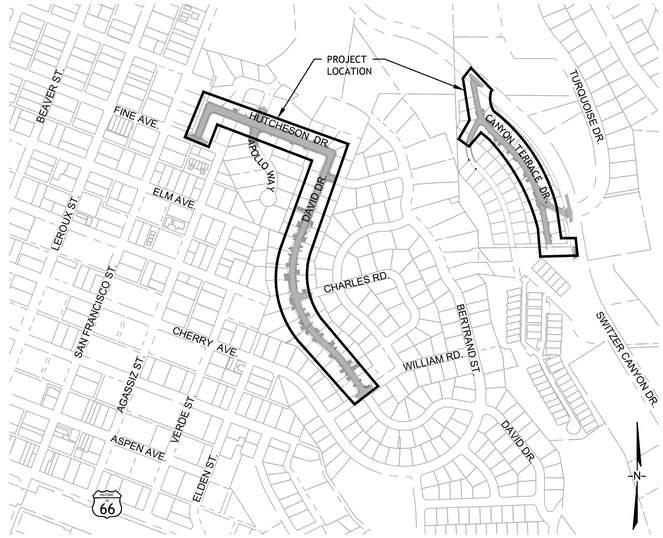
FLAGSTAFF, AZ

T21N, R7E, SECTION 15

COF PROJECT NO. 03-19001 & ST3346

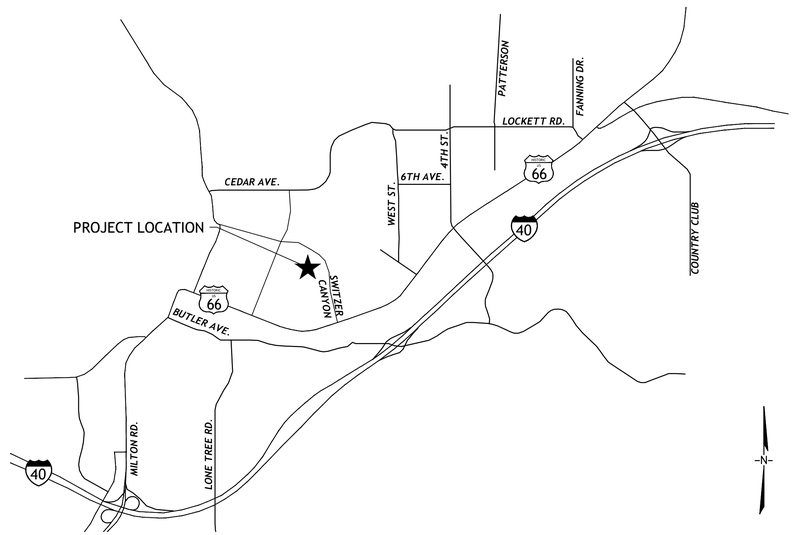
CIVIL IMPROVEMENTS SHEET INDEX

C1.0	COVER
C1.1	GENERAL NOTES & LEGEND
C1.2	SHEET INDEX
C1.3 - C1.4	DETAILS
C1.5 - C1.6	CURB RAMP AND VALLEY GUTTER DETAILS
C1.7	STORM DRAIN DETAILS
C1.8	QUANTITY SUMMARY
C2.0 - C2.3	DAVID DR. - ROADWAY PLAN & PROFILE
C3.0 - C3.2	HUTCHESON DR. - ROADWAY PLAN & PROFILE
C4.0 - C4.2	CANYON TERRACE DR. - ROADWAY PLAN & PROFILE
UT1.0	UTILITY COVER & GENERAL NOTES
UT1.1	UTILITY INDEX MAP
UT1.2 - UT1.5	UTILITY DETAILS
UT1.6	UTILITY QUANTITY SUMMARY & LEGEND
WL2.0 - WL2.3	DAVID DR. - WATER PLAN & PROFILE
WL3.0 - WL3.3	HUTCHESON DR. - WATER PLAN & PROFILE
SL3.0 - SL3.2	HUTCHESON DR. - SEWER PLAN & PROFILE
WL4.0 - WL4.3	CANYON TERRACE DR. - WATER PLAN & PROFILE
SL4.0 - SL4.2	CANYON TERRACE DR. - SEWER PLAN & PROFILE
EC5.0 - EC5.3	EROSION CONTROL PLANS
C6.0 - C6.1	CONTROL



AREA MAP

N.T.S.



VICINITY MAP

N.T.S.

CONSTRUCTION DOCUMENTS PREPARED IN ACCORDANCE WITH 2019 REVISION TO THE 2015 EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) STANDARD SPECIFICATIONS AND DETAILS, AND THE CITY OF FLAGSTAFF REVISIONS TO MAG UNIFORM STANDARD SPECIFICATIONS AND MAG UNIFORM STANDARD DETAILS.

OWNER

City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001
Contact: Eli Reisner, P.E., Project Manager
Phone: (928) 213-2679

CIVIL ENGINEER

Peak Engineering,Inc.
110 N. Agassiz ST.
Flagstaff, AZ 86001
Contact: Thomas E. Smith, P.E.
Phone: (928) 774-4046

CITY OF FLAGSTAFF APPROVALS

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS OR OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

City Engineer — DATE

City Public Works Director — DATE

Water Services Director — DATE

ADEQ APPROVAL

ADEQ File No. XXXXXXXX — XX/XX/XXXX DATE

UTILITY ACKNOWLEDGEMENTS

Utility Approval letter to be submitted — XX/XX/XXXX
CENTURY LINK - DATE

Utility Approval letter to be submitted — XX/XX/XXXX
UNISOURCE ENERGY - DATE

Utility Approval letter to be submitted — XX/XX/XXXX
APS - DATE

Utility Approval letter to be submitted — XX/XX/XXXX
ALTICE (FORMERLY SUDDENLINK) - DATE

UTILITY CONFLICTS

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM FIELD MEASUREMENTS, CONSTRUCTION PLANS, RECORD PLANS, OR UTILITY MAPS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT THE WORK PRIOR TO CONSTRUCTION. SEE SHEET C1.1 FOR A LIST OF KNOWN UTILITY CROSSINGS.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC. *Connecting Place to People*

REGISTERED PROFESSIONAL ENGINEER (Civil) 42777 THOMAS E. SMITH DATE SIGNED 06/30/19

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
COVER

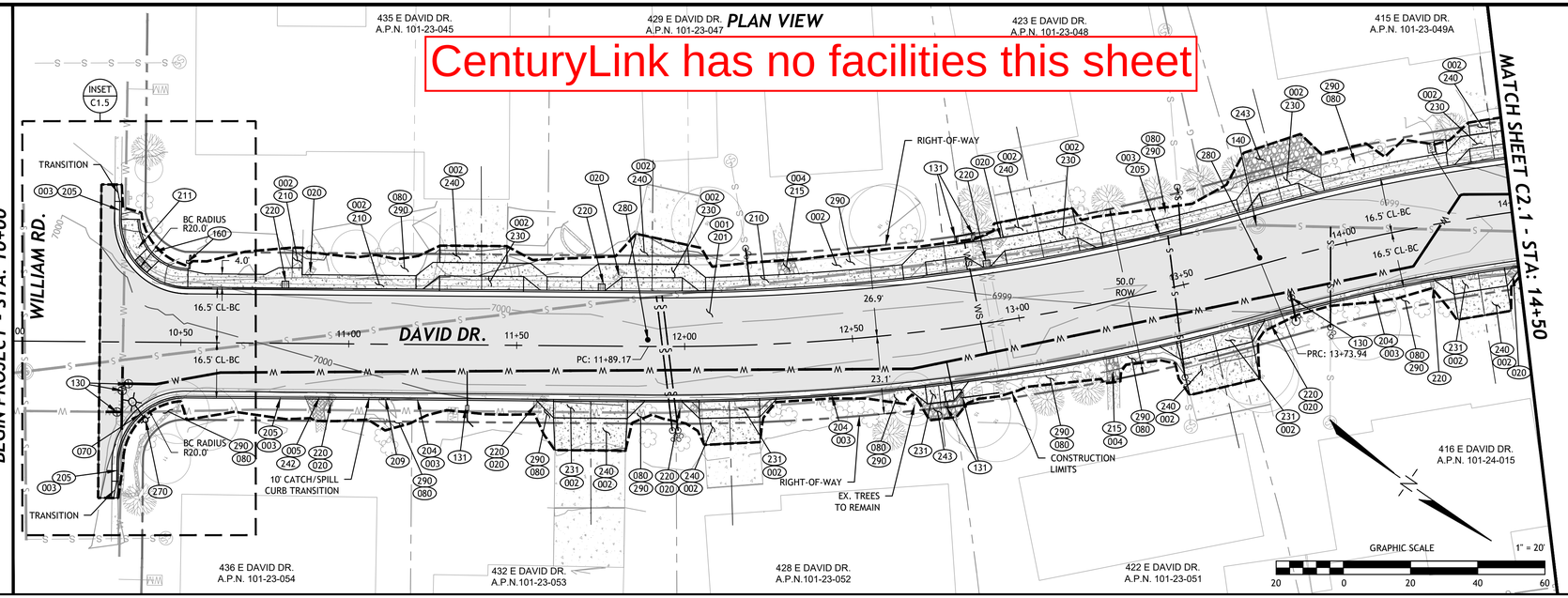
FINAL 1

JOB NO:18COF03	CK'D: TES/CAL
BY: DCW	DATE: JUN 2019
SCALE: N/A	

C1.0

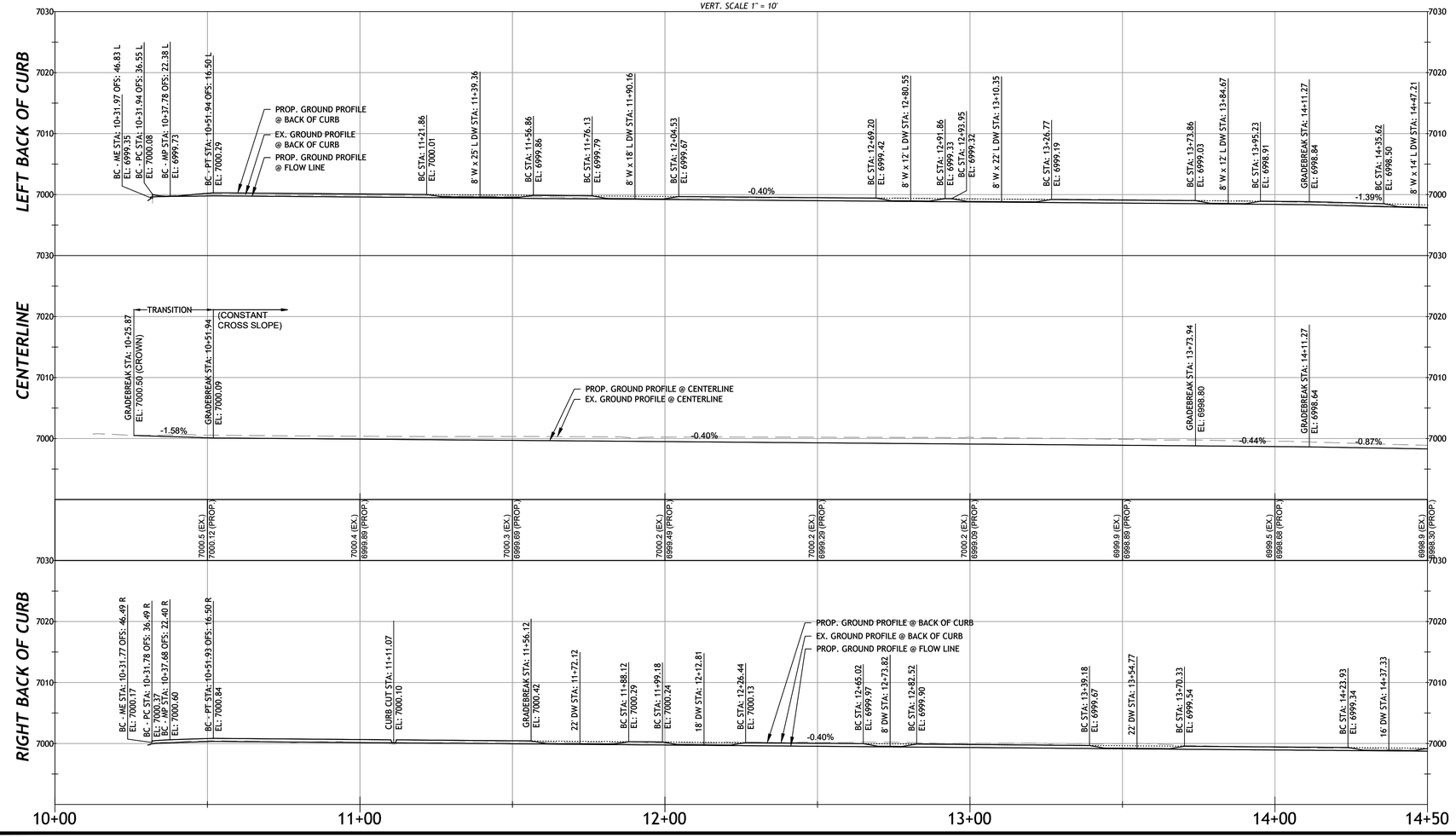
CenturyLink has no facilities this sheet

PLAN VIEW



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,530 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 2,735 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 880 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

004 1 EA
Remove & dispose flagstone walkway.

005 35 SF
Remove, salvage & store driveway/walkway pavers. Contractor is responsible for storing pavers during construction.

020 8 EA
Remove & dispose mailbox and post.

070 1 EA
Remove & salvage street light pole, mast arm, and luminaire. Coordinate salvage location with the City's Project Manager & power disconnect with APS.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

RELOCATIONS & ADJUSTMENTS (100)

130 4 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 1 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

160 1 EA
Remove & relocate street sign on new 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.

ROADWAY CONSTRUCTION (200)

201 1,419 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

204 432 LF
Type A vertical curb & gutter (spill) on 3" ABC per MAG Standard Det. 220, Detail E, Sheet C1.3.

205 448 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

209 1 EA
Curb cut per Detail I, Sheet C1.3.

210 956 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

211 1 EA
20-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, modified for a 20-ft radius and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

215 48 SF
Flagstone walkway. Match existing type and size of stones and grout.

220 8 EA
Mailbox per Detail D, Sheet C1.3.

230 1,290 SF
6" PCC / 3" ABC, 6-ft and 8-ft, residential driveway per Detail C, Sheet C1.3.

231 555 SF
6" PCC / 3" ABC, 5-ft, residential driveway per MAG Standard Det. 250-1, wings modified as shown.

240 1,065 SF
6" PCC / 3" ABC driveway matchup.

242 30 SY
Paver driveway/walkway matchup per COF Engineering Det. 16-01-241. Reinstall salvaged pavers.

243 30 SY
ABC Driveway Matchup, 4" thick minimum.

270 1 EA
Street light pole, mast arm, & luminaire per APS Construction Standard Drawings 1944 and 8040. Luminaire: Narrow Band Amber LED - 1500 lumens, Type 1 distribution, coordinate luminaire with the City of Flagstaff. Set pole minimum 2-ft behind sidewalk or curb. Includes relocation & reattachment of ex. sign as required.

280 1 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

ARIZONA CERTIFICATE 42777 THOMAS E. SMITH Date Signed

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - ROADWAY PLAN & PROFILE
STA: 10+00 - 14+50

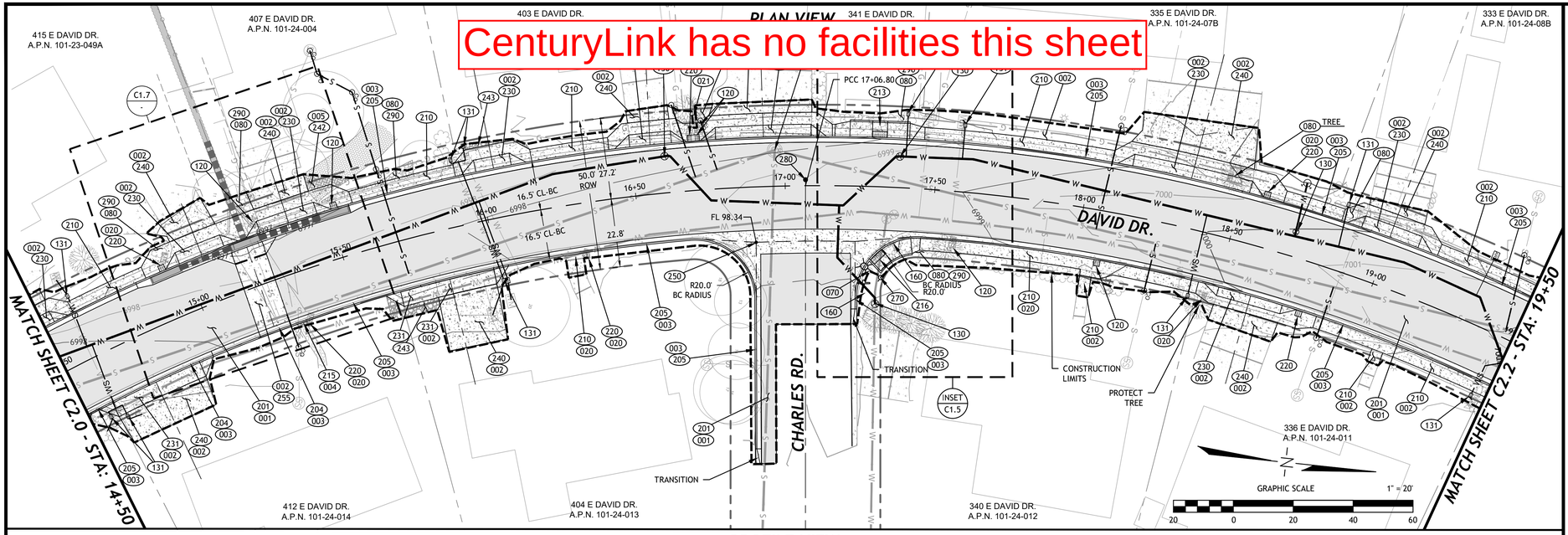
FINAL 1

JOB NO.:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

C2.0

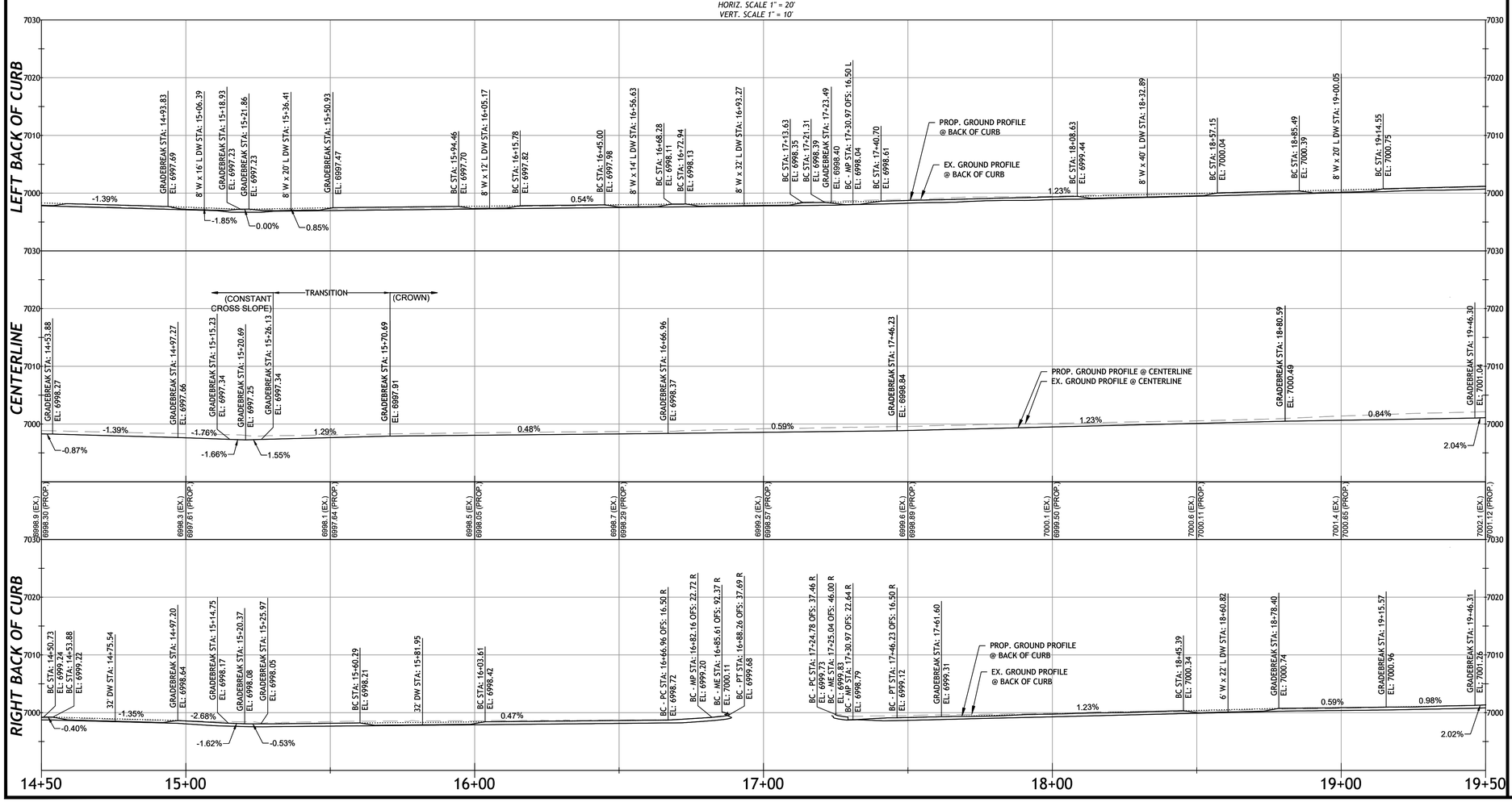
CenturyLink has no facilities this sheet

PLAN VIEW



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,862 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 4,429 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 1,064 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

004 1 EA
Remove & dispose flagstone walkway.

005 78 SF
Remove, salvage & store driveway/walkway pavers. Contractor is responsible for storing pavers during construction.

020 6 EA
Remove & dispose mailbox and post.

021 NPI
Remove & dispose wall.

070 1 EA
Remove & salvage street light pole, mast arm, and luminaire. Coordinate salvage location with the City's Project Manager & power disconnect with APS.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

RELOCATIONS & ADJUSTMENTS (100)

120 3 EA
Remove, store and replace mailbox on new footing.

130 4 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 1 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

160 1 EA
Remove & relocate street sign on new 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.

ROADWAY CONSTRUCTION (200)

201 1,672 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

204 74 LF
Type A vertical curb & gutter (spill) on 3" ABC per MAG Standard Det. 220, Detail E, Sheet C1.3.

205 897 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 1,720 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

213 1 EA
Curb Ramp (Parallel) per MAG standard Det. 238-3 and Sheet C1.5, as modified by the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

215 4 SF
Flagstone walkway. Match existing type and size of stones and grout.

216 1 EA
20-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5, modified for a 20-ft radius, added integral curb, and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

220 6 EA
Mailbox per Detail D, Sheet C1.3.

230 2,194 SF
6" PCC / 3" ABC, 6-ft and 8-ft, residential driveway per Detail C, Sheet C1.3.

231 370 SF
6" PCC / 3" ABC, 5-ft, residential driveway per MAG Standard Det. 250-1, wings modified as shown.

240 1,832 SF
6" PCC / 3" ABC driveway matchup.

242 50 SY
Paver driveway/walkway matchup per COF Engineering Det. 16-01-241. Reinstall salvaged pavers.

243 20 SY
ABC Driveway Matchup, 4" thick minimum.

250 583 SF
8-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038.

255 326 SF 10.9-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038 modified for 10.9-ft width with wings as shown.

270 1 EA Street light pole, mast arm, & luminaire per APS Construction Standard Drawings 1944 and 8040. Luminaire: Narrow Band Amber LED - 1500 lumens, Type 1 distribution, coordinate luminaire with the City of Flagstaff. Set pole minimum 2-ft behind sidewalk or curb. Includes relocation & reattachment of ex. sign as required.

280 1 EA Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS Restore landscaping per the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

CERTIFICATE EXPIRES 9/30 — 42777 — THOMAS E. SMITH — DATE SIGNED 6/19

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - ROADWAY PLAN & PROFILE
STA: 14+50 - 19+50

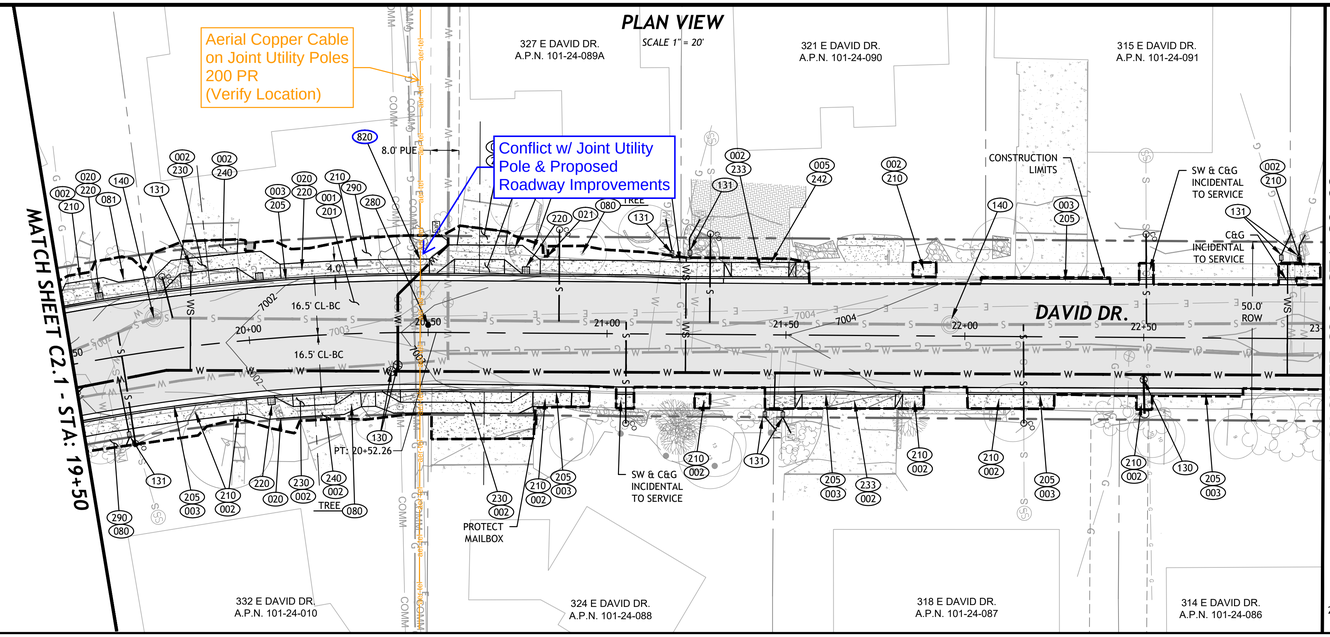
FINAL 1

C2.1	JOB NO.:18COF03	BY:DCW	CK'D:TES/CAL
	SCALE: 1"=20'	DATE: JUN 2019	

COF PROJECT NO. 03-19001

PLAN VIEW

SCALE 1" = 20'

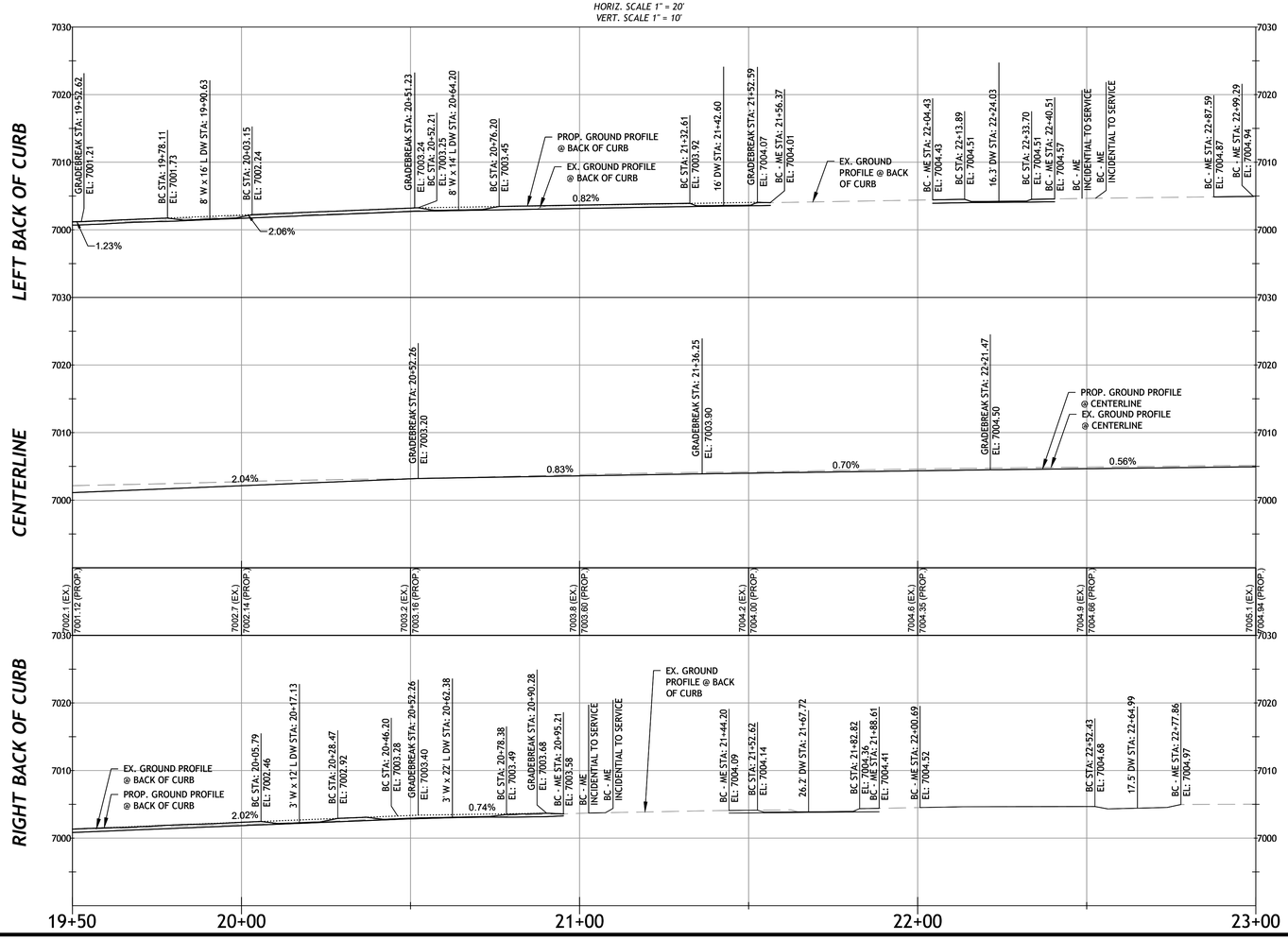


GRAPHIC SCALE 1" = 20'

20 0 20 40 60

PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,163 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 1,698 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 515 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

005 18 SF
Remove, salvage & store driveway/walkway pavers. Contractor is responsible for storing pavers during construction.

020 4 EA
Remove & dispose mailbox and post.

021 NPI
Remove & dispose wall.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

081 1 EA
Remove & dispose tree and stump >12" dia. Coordinate removal with COF.

RELOCATIONS & ADJUSTMENTS (100)

130 3 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,129 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 509 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 1,151 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

220 4 EA
Mailbox per Detail D, Sheet C1.3.

230 807 SF
6" PCC / 3" ABC, 6-ft and 8-ft, residential driveway per Detail C, Sheet C1.3.

233 200 SY
6" PCC / 3" ABC, 4-ft residential driveway with 2-ft wings per Detail H, Sheet C1.3.

240 340 SF
6" PCC / 3" ABC driveway matchup.

242 18 SY
Paver driveway/walkway matchup per COF Engineering Det. 16-01-241. Reinstall salvaged pavers.

280 1 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

OTHER

820 NPI Coordinate utility pole relocation and support with COF and APS.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

CERTIFICATE NO. 42777 THOMAS E. SMITH DATE SIGNED 04/30/19 REGISTERED PROFESSIONAL ENGINEER (Civil) STATE OF ARIZONA

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - ROADWAY PLAN & PROFILE
STA: 19+50 - 23+00

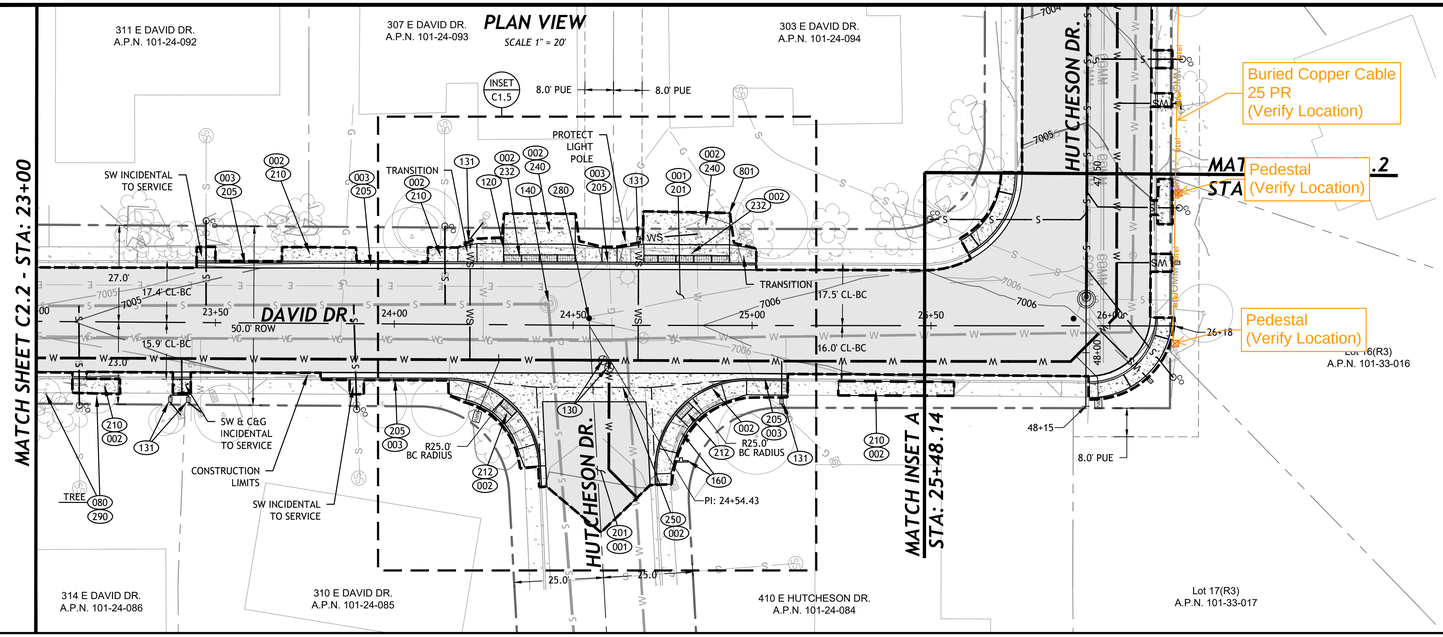
FINAL 1

JOB NO.:18COF03	BY: DCW	CK'D: TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

C2.2

PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'

INSET A

REMOVALS (000)

001 1,241 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 2,229 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 348 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

RELOCATIONS & ADJUSTMENTS (100)

120 1 EA
Remove, store and replace mailbox on new footing.

130 2 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

160 1 EA
Remove & relocate street sign on new 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.

ROADWAY CONSTRUCTION (200)

201 1,225 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 362 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 777 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

212 2 EA
25-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, as modified by the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

232 376 SY
6" PCC / 3" ABC, 5-ft combination driveway & curb ramp per Detail G, Sheet C1.3.

240 368 SF
6" PCC / 3" ABC driveway matchup.

250 674 SF
8-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038.

280 2 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

OTHER

801 NPI Protect gas line.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

ARIZONA REGISTERED ENGINEER (Civil) CERTIFICATE NO. 42777 THOMAS E. SMITH

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - ROADWAY PLAN & PROFILE
STA: 23+00 - 25+48.14

FINAL 1

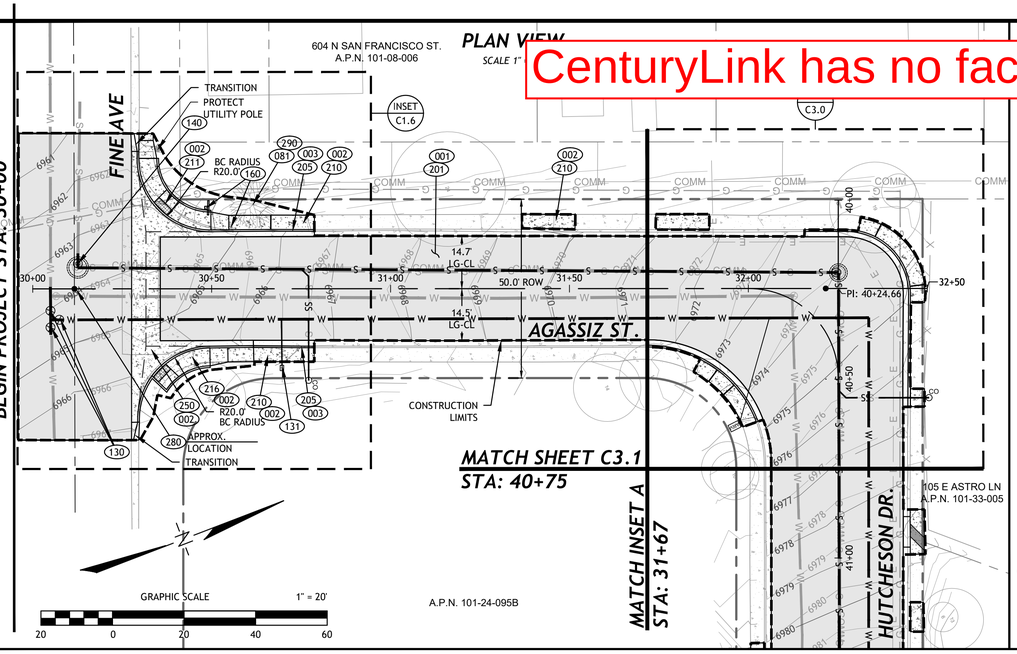
JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'		DATE: JUN 2019

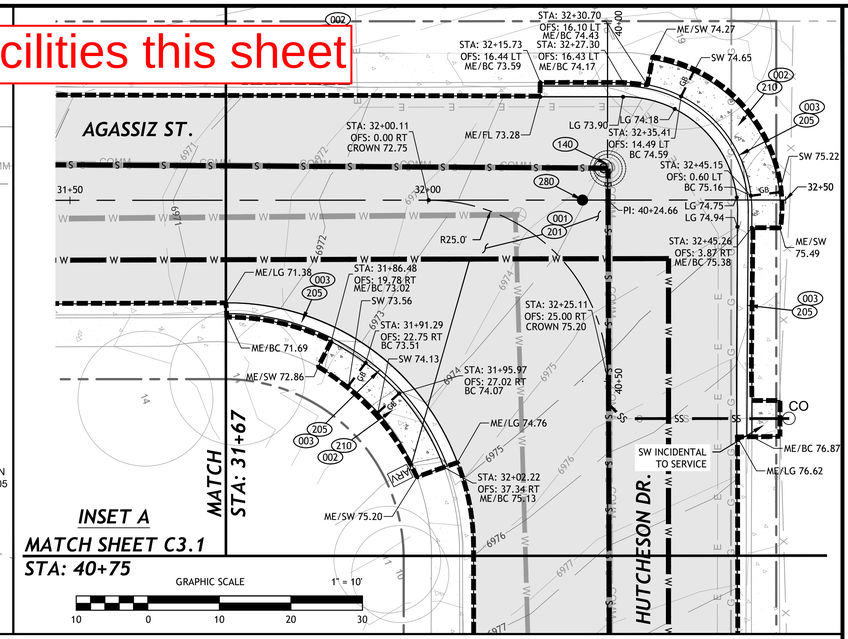
C2.3

CenturyLink has no facilities this sheet

PLAN VIEW

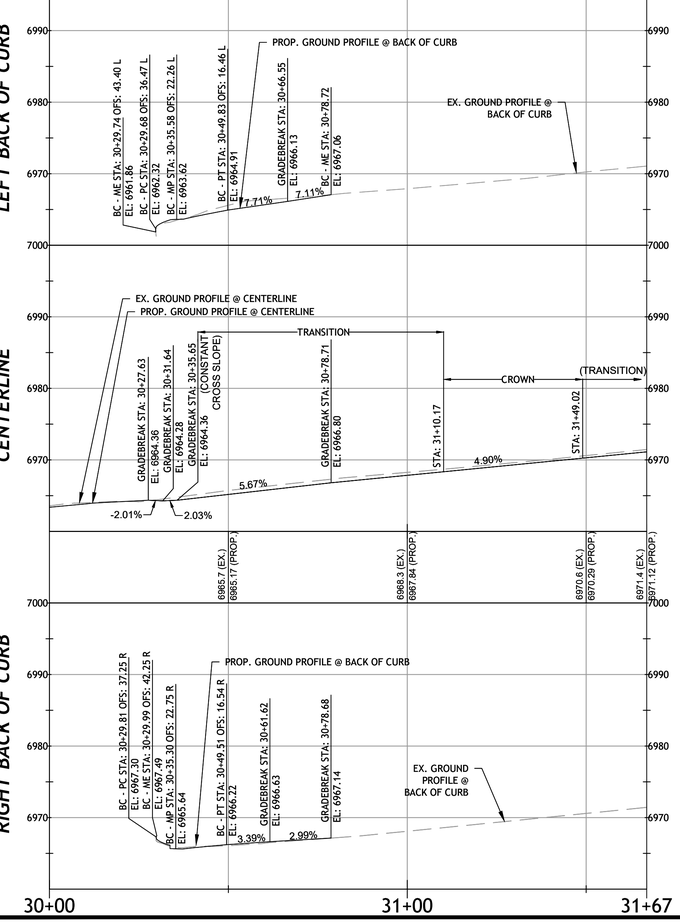
SCALE 1"





PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,118 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 1,484 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 243 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

081 1 EA
Remove & dispose tree and stump >12" dia. Coordinate removal with COF.

RELOCATIONS & ADJUSTMENTS (100)

130 3 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

160 1 EA
Remove & relocate street sign on new 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.

ROADWAY CONSTRUCTION (200)

201 1,133 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 244 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 596 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

211 1 EA
20-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, modified for a 20-ft radius and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

216 1 EA
20-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5, modified for a 20-ft radius, added integral curb, and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

250 548 SF
8-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038.

280 2 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

CERTIFICATE NO. 42777
THOMAS E. SMITH
DATE SIGNED 06/28/19
REGISTERED PROFESSIONAL ENGINEER (Civil)

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - ROADWAY PLAN & PROFILE
STA: 30+00 - 31+65

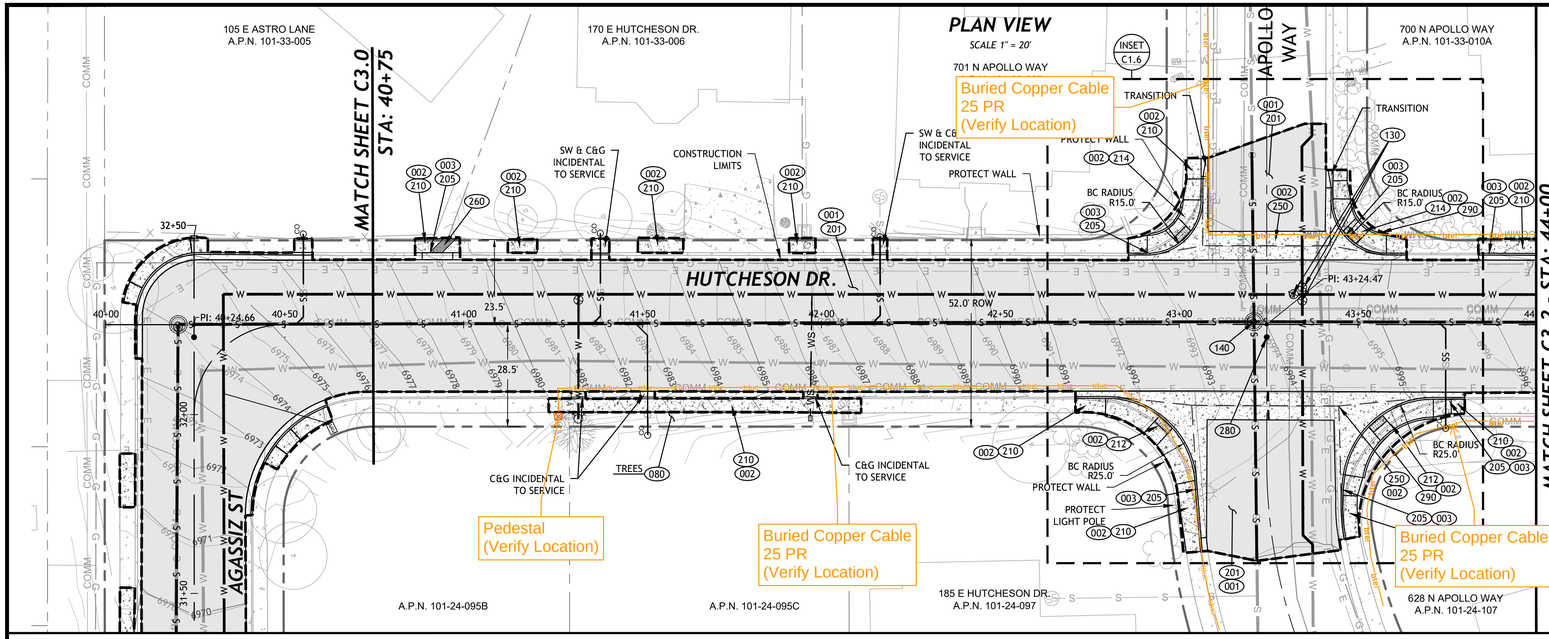
FINAL 1

C3.0

JOB NO.:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

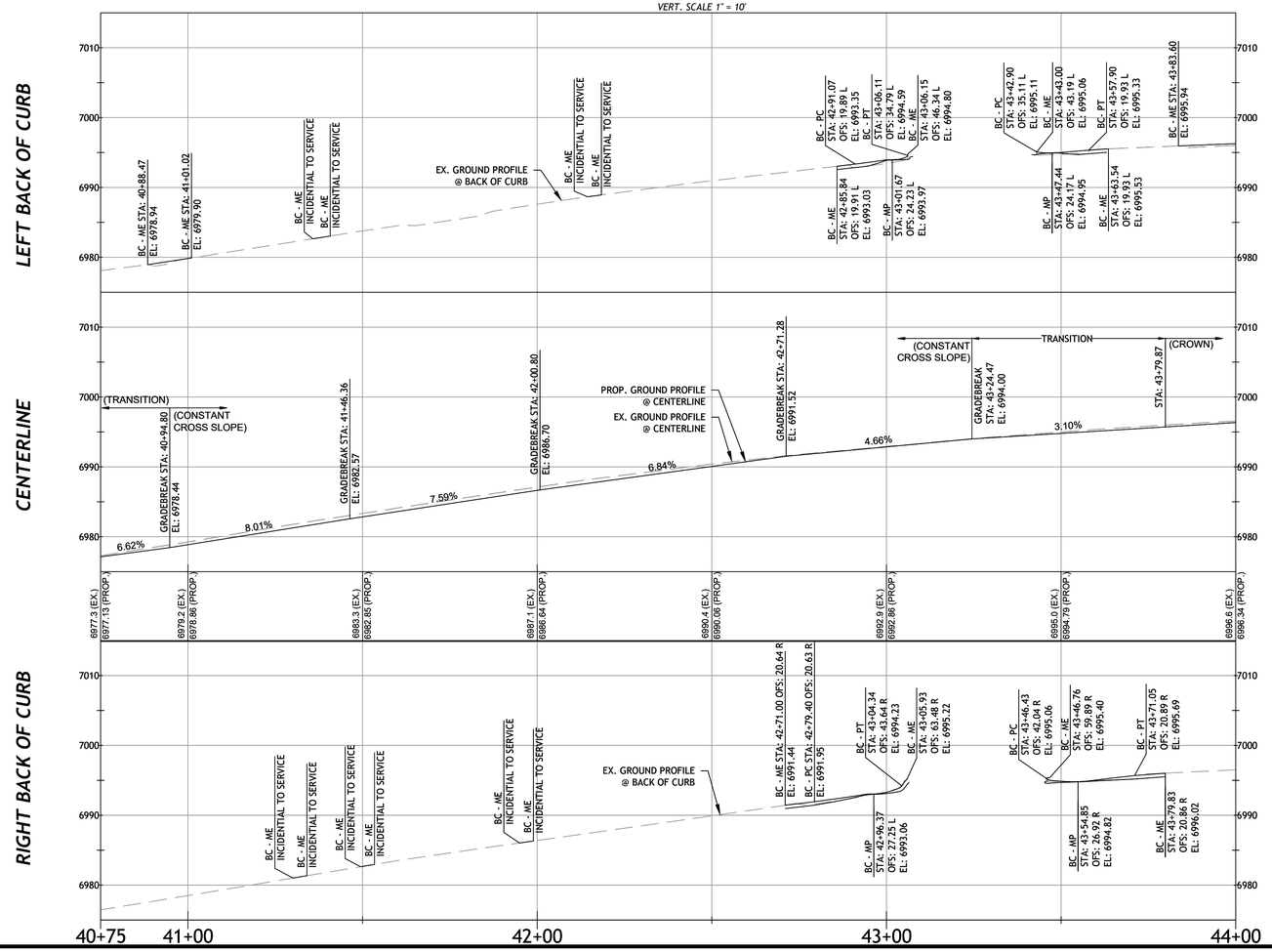
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,624 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 2,517 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 215 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

023 NPI
Remove & dispose depressed sidewalk.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

RELOCATIONS & ADJUSTMENTS (100)

130 4 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

140 1 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,586 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 236 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 875 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

212 2 EA
25-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, as modified by the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

214 2 EA
15-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, modified for a 15-ft radius and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

250 1,477 SF
8-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038.

260 1 EA
Scupper per MAG Standard Det. 203.

280 1 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

CERTIFICATE NO. 42777 THOMAS E. SMITH DATE signed 04/30/19 REGISTERED PROFESSIONAL ENGINEER (Civil) STATE OF ARIZONA

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - ROADWAY PLAN & PROFILE
STA: 40+75 - 44+50

FINAL 1

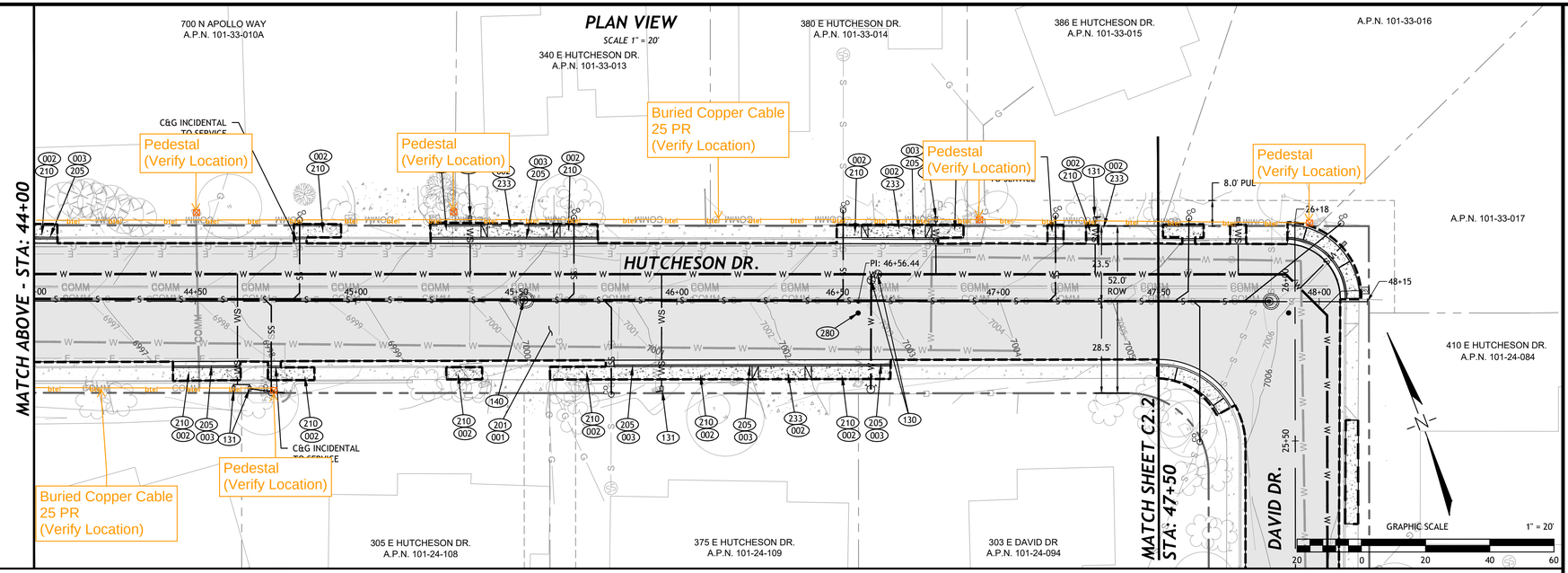
JOB NO: 18COF03	BY: DCW	CK'D: TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

C3.1

COF PROJECT NO. 03-19001

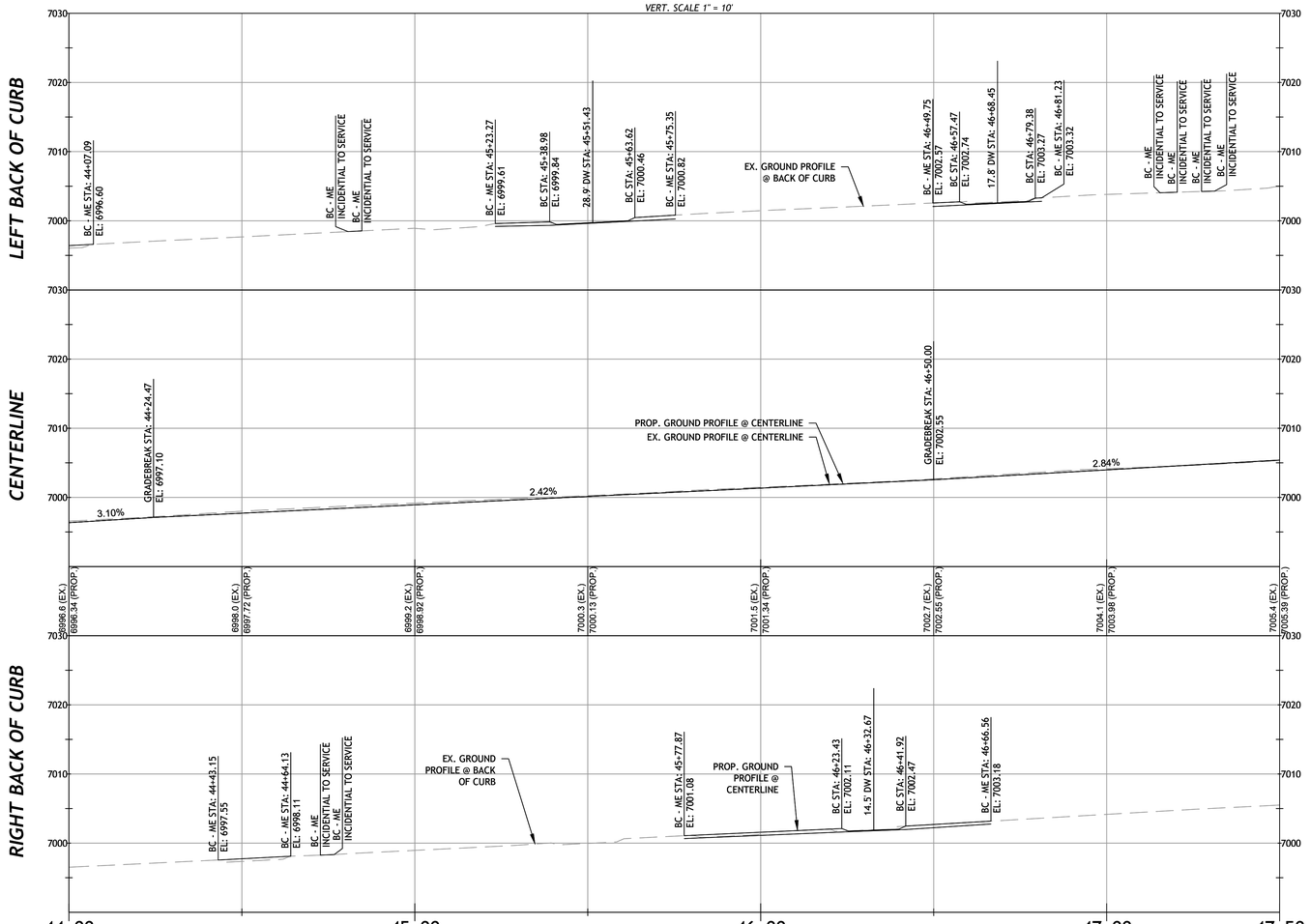
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,416 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 1,085 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 190 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

RELOCATIONS & ADJUSTMENTS (100)

130 2 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 1 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,416 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 190 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 825 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

233 260 SF
6" PCC / 3" ABC, 4-ft residential driveway with 2-ft wings per Detail H, Sheet C1.3.

280 1 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

CERTIFICATE NO. 42777 THOMAS E. SMITH Date Signed 6/30/20 ARIZONA U.S.A.

COF PROJECT NO. 03-19001

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - ROADWAY PLAN & PROFILE
STA: 44+50 - 47+50

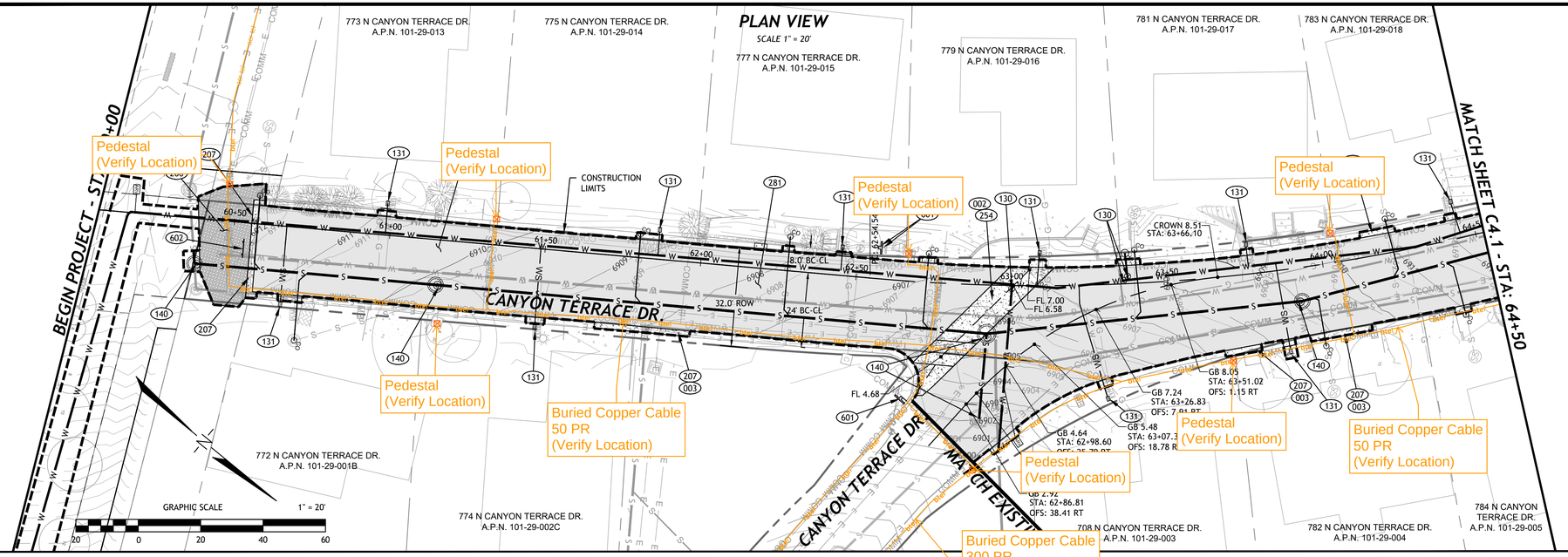
FINAL 1

JOB NO:18COF03	BY:DCW	CK'D: TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

C3.2

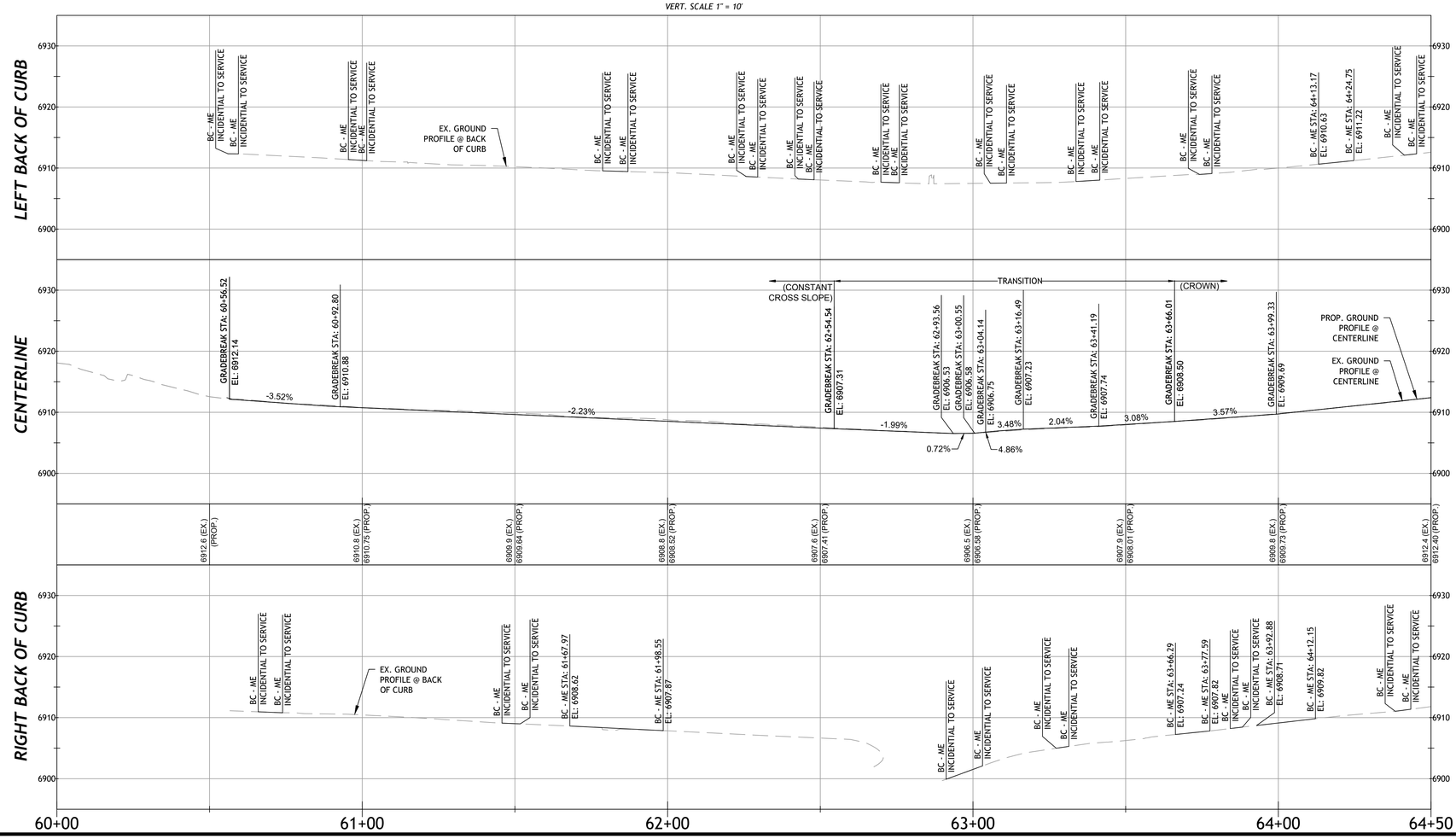
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,342 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 517 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 75 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

030 1 EA
Remove & dispose sign, post, & footing.

RELOCATIONS & ADJUSTMENTS (100)

130 3 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 5 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,342 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

207 115 LF
Roll curb, match existing curb configuration. Includes 5-ft transitions as required.

254 517 SF
10-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038 modified for 10-ft width.

266 100 SY
12" thick riprap (cinder clinkers), D50= 6" on nonwoven geosynthetic fabric, Class A, per MAG Spec. 796.

281 1 LS
Set new right-of-way centerline monuments the full length of Canyon Terrace. All monuments shall be Type B, per COF Engineering Det. 3-02-070 and the special provisions.

STRIPING & SIGNAGE (600)

601 2 EA
Sign and post, 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.
No Outlet (MUTCD: W14-2, 30"x30") STA. 62+57 OFS. 10 LT
No Outlet with Arrow (MUTCD: W14-2a, 36"x9", Arrow left) STA. 62+67.3 OFS: 37.3 RT

602 1 EA
End of road barricade, Type A, per MAG Standard Det. 130, modified as follows: includes installation of Dead End sign (MUTCD: W14-1, 30"x30")

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

CERTIFICATE NO. 42777 THOMAS E. SMITH DATE SIGNED 04/19/19 REGISTERED ENGINEER (Civil) STATE OF ARIZONA

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - ROADWAY PLAN & PROFILE
STA: 60+00 - 64+50

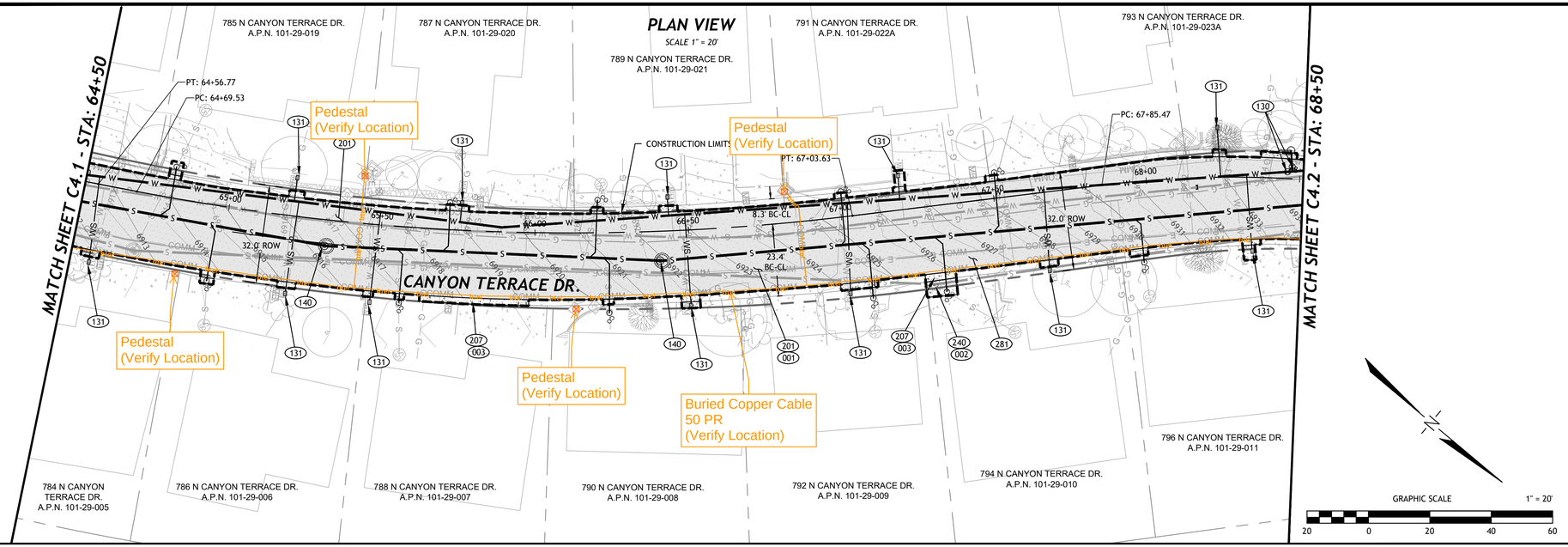
FINAL 1

C4.0	JOB NO.:18COF03	BY:DCW	CK'D:TES/CAL
	SCALE:1"=20'	DATE: JUN 2019	

COF PROJECT NO. 03-19001

PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'

REMOVALS (000)

001 1,230 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 55 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 46 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

RELOCATIONS & ADJUSTMENTS (100)

130 2 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,230 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

207 46 LF
Roll curb, match existing curb configuration. Includes 5-ft transitions as required.

240 55 SF
6" PCC / 3" ABC driveway matchup.

281 1 LS
Set new right-of-way centerline monuments the full length of Canyon Terrace. All monuments shall be Type B, per COF Engineering Det. 3-02-070 and the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

CERTIFICATE NO. 42777 — THOMAS E. SMITH — Date Signed 6/30/19 — Registered Professional Engineer — State of Arizona

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - ROADWAY PLAN & PROFILE
STA: 64+50 - 68+50

FINAL 1

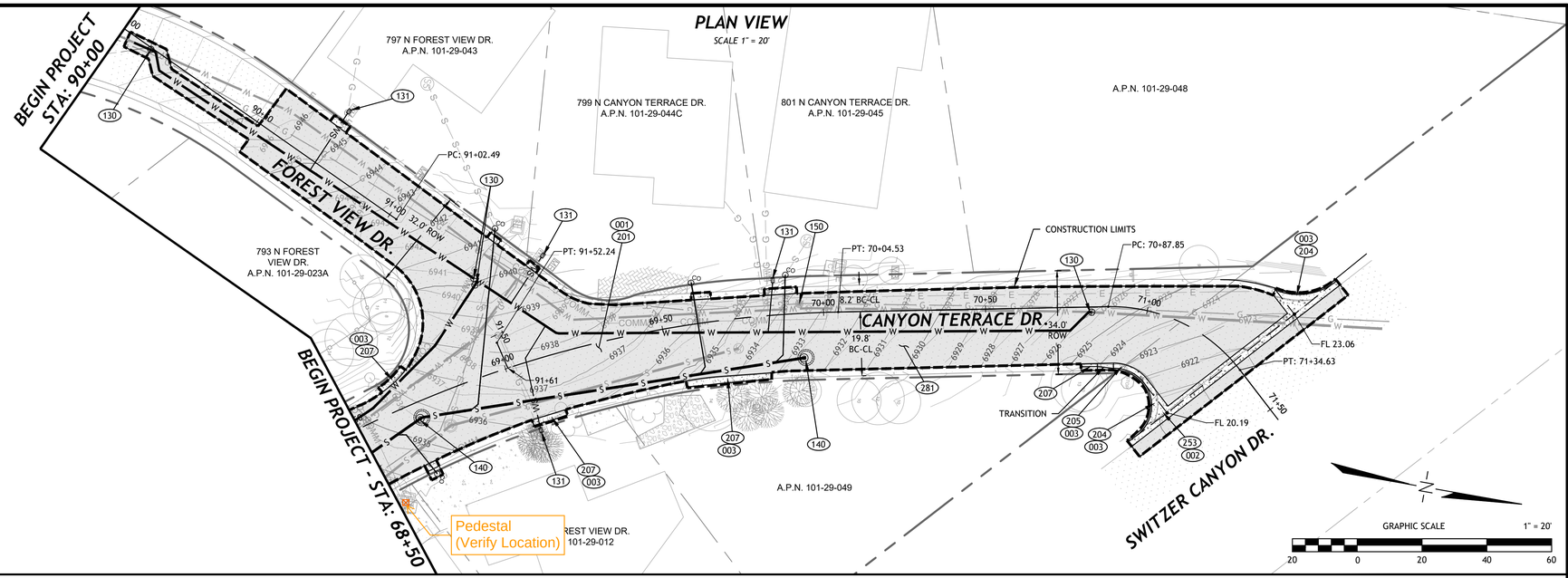
JOB NO:18COF03	BY: DCW	CK'D: TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

C4.1

COF PROJECT NO. 03-19001

PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW - FOREST VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'

PROFILE VIEW - CANYON TERRACE

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'

REMOVALS (000)

001 1,221 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 129 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 108 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

RELOCATIONS & ADJUSTMENTS (100)

130 4 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

150 1 EA
Adjust misc. utility appurtenance to finished grade. Coordinate with franchise utility per special provisions.

ROADWAY CONSTRUCTION (200)

201 1,193 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

204 40 LF
Type A vertical curb & gutter (spill) on 3" ABC per MAG Standard Det. 220, Detail E, Sheet C1.3.

205 16 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

207 52 LF
Roll curb, match existing curb configuration. Includes 5-ft transitions as required.

253 322 SF
3-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038 modified for 3-ft width.

281 1 LS
Set new right-of-way centerline monuments the full length of Canyon Terrace. All monuments shall be Type B, per COF Engineering Det. 3-02-070 and the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

CERTIFICATE NO. 42777 THOMAS E. SMITH Date Signed 6/30/19 ARIZONA U.S.A.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - ROADWAY PLAN & PROFILE
STA: 68+50 - 71+50 & STA: 90+00 - 91+65
FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

C4.2

COF PROJECT NO. 03-19001

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS - UTILITIES

FLAGSTAFF, AZ
T21N, R7E, SECTION 15
COF PROJECT NO. 03-19001 & ST3346

UTILITY SHEET INDEX

UT1.0	UTILITY COVER & GENERAL NOTES
UT1.1	UTILITY INDEX MAP
UT1.2-UT1.5	UTILITY DETAILS
UT1.6	UTILITY QUANTITY SUMMARY & LEGEND
WL2.0-WL2.3	DAVID DR. - WATER PLAN & PROFILE
WL3.0-WL3.3	HUTCHESON DR. - WATER PLAN & PROFILE
SL3.0-SL3.2	HUTCHESON DR. - SEWER PLAN & PROFILE
WL4.0-WL4.3	CANYON TERRACE DR. - WATER PLAN & PROFILE
SL4.0-SL4.2	CANYON TERRACE DR. - SEWER PLAN & PROFILE

CITY OF FLAGSTAFF ASBESTOS NOTES

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.
The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required to the Arizona Department of Environmental Quality http://www.azdeq.gov/environ/air/asbestos/ 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work but could be required for a very large project involving numerous saw cuts of utility pipes.

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:
- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

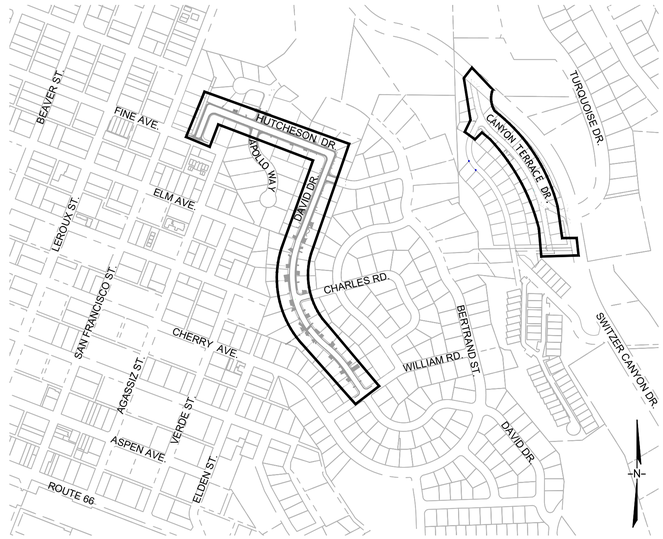
The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

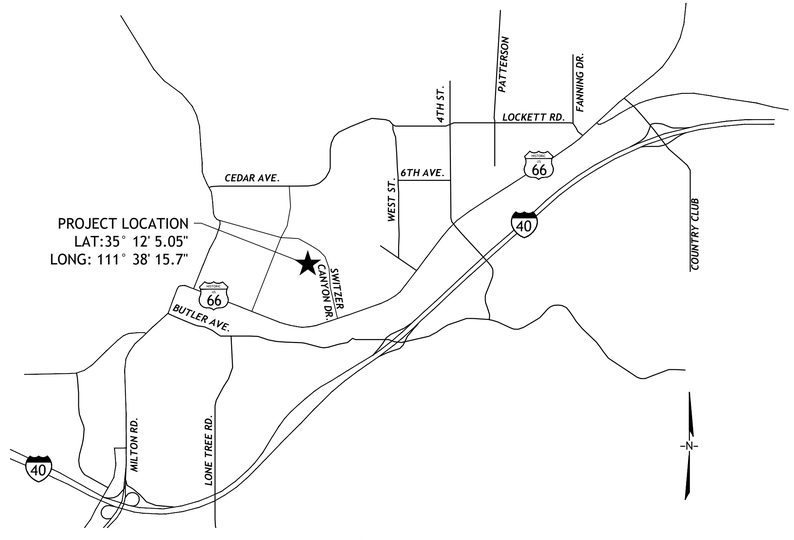
If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery. If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (dust from cutting) and breaking pipes may generate RACM. RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

CONSTRUCTION DOCUMENTS PREPARED IN ACCORDANCE WITH 2019 REVISION TO THE 2015 EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) STANDARD SPECIFICATIONS AND DETAILS, AND THE CITY OF FLAGSTAFF REVISIONS TO MAG UNIFORM STANDARD SPECIFICATIONS AND MAG UNIFORM STANDARD DETAILS.



AREA MAP
N.T.S.



VICINITY MAP
N.T.S.

OWNER
City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001
Contact: Eli Reisner, P.E., Project Manager
Phone: (928) 213-2679

CIVIL ENGINEER
Peak Engineering,Inc.
110 N. Agassiz Street
Flagstaff, AZ 86001
Contact: Thomas E. Smith, P.E.
Phone: (928) 774-4046

CITY OF FLAGSTAFF WATER AND SEWER NOTES

All design, construction, testing and inspection shall conform to the ADEQ requirements: water distribution in accordance with Bulletins 10 and 8, and sewer collection in accordance with AAC Title 18. In the event the ADEQ requirements conflict with these Standards, the more restrictive shall apply.

A. Rough grading shall be completed within one-tenth of a foot of plan grade and approved by the City Engineer's authorized representatives prior to installation of underground utilities.

B. No trench shall be filled with bedding material or backfill until the excavation and pipe laying, respectively, have been approved by the City Engineer's authorized representative.

C. A water pressure test is required of all water lines and a hydrostatic or air test is required of all sewer lines and manholes. Tests are to be conducted after backfilling is complete and compacted on all public and/or private underground utilities.

D. Water and sewer service lines are to be marked as shown on the standard service details.

E. Water line disinfection is to be accomplished as outlined in Arizona Department of Environmental Quality (ADEQ) "Bulletin No. 8."

F. Water pipe classification shall be Class 305 for A.W.W.A. C-900 PVC and Class 350 for ductile iron unless otherwise approved by the City Engineer. C-900 shall conform to cast-iron-equivalent outside diameter and have elastromeric gaskets and couplings. All ductile iron pipe lines shall be polyethylene encased in accordance with MAG Specifications.

G. All materials that come into contact with drinking water shall conform to NSF Standard 61 including, but not limited to, gaskets, lubricants, pipe fittings, and valves. (NSF-pw seal) (R18-4-119B)

H. All public sanitary sewer lines and private sewer service lines within a public utility easement or right-of-way will be inspected prior to acceptance by the City.

I. Water and sewer mains shall be separated in order to protect public water systems from possible contamination. All distances are measured perpendicularly from the outside of the sewer main to the outside of the water main. Separation requirements are as follows:

1. A water main shall not be placed:
   a. Within six feet, horizontal distance, and less than two feet, vertical distance, above the top of a sewer main unless extra protection is provided. Extra protection shall consist of constructing the sewer main with mechanical joint ductile iron pipe or with slip-joint ductile iron pipe if joint restraint is provided. Alternate extra protection shall consist of encasing both the water and sewer mains in at least six inches of concrete for at least ten feet beyond the area covered by this paragraph.
   b. Within two feet horizontally and two feet below the sewer main. When a water main is placed below a sewer main, extra protection is always required regardless of the vertical separation.
2. No water pipe shall pass through or come into contact with any part of a sewer manhole. The minimum horizontal separation between water mains and manholes shall be six feet, measured from the center of the manhole.
3. The minimum separation between force mains or pressure sewers and water mains shall be two feet vertically and six feet horizontally under all conditions. Where a sewer force main crosses above or less than six feet below a water line, the sewer mains shall be encased in at least six inches of concrete or constructed using mechanical joint ductile iron pipe for ten feet on either side of the water main.
4. Even when extra protection is utilized, the minimum clearance between water and sewer shall be one foot (1').
5. The separation requirements do not apply to building, plumbing, or individual house service connections.

J. When hydrostatic testing is performed, sewer lines shall be tested for infiltration/exfiltration per ADEQ Engineering Bulletin No. 11. Manholes shall be tested by filling the manhole with water. The applicant shall ensure that the drop in water level does not exceed 0.001 of the total manhole volume in one hour. When air testing is performed, sewer lines shall be tested in accordance with ASTM F1417-92. Manholes shall be tested in accordance with ASTM C1244-93.

K. Sewer pipe shall be SDR 35, ASTM D3034 for PVC pipe, or Class 150 DIP lined with Protecto 401 ceramic epoxy or HDPE ASTM F894. All ductile iron pipelines shall be polyethylene encased in accordance with MAG Specifications. Special design considerations may require a higher class rating of DIP.

L. No water settling of trench fill material is allowed.

M. All water and sewer design and construction shall conform to the current Arizona Department of Environmental Quality (ADEQ) requirements. When ADEQ requirements are in conflict with these standards, the more restrictive shall apply.

N. Tracer wires and tapes shall be installed prior to testing the water or sewer main as required by Section 13-09-001-0002 . (Strip wire 2 inches at termination of the service).

O. Water valves shall be adjusted per C.O.F Detail No. 9-03-060 and manholes shall be adjusted per C.O.F Detail No. 9-03-062.

P. One hundred percent (100%) of the sewer line shall be tested for uniform slope by remote camera and tested for short-term deflection.

1. When a sewer service is required to be abandoned, it shall be abandoned at the property line and capped using the appropriate materials (PVC, clay, or concrete).
2. When an existing water service is required to be abandoned, it shall be abandoned at the main. The saddle and corp. stop shall be removed and the main clamped with an approved full circle repair clamp.

Q. The location of water services shall be identified by branding a "W" on the top or face of curb.

R. Sewer service locations shall be identified by branding an "S" on the top or face of the curb.

FLOOD ZONE DETERMINATION

The new water and sewer mains are in FEMA Zone X, areas determined to be outside the 0.2% annual chance flood. No scour or special flood considerations are necessary.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
AR ZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

EXPIRES 09/30/2020 (Civil) REGISTERED PROFESSIONAL ENGINEER 42777 THOMAS E. SMITH 04/17/2019 ARIZONA U.S.A.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY COVER & GENERAL NOTES

FINAL 1

UT1.0

JOB NO:18COF03 | SCALE: N/A
BY:DCW | DATE: JUN 2019
CK'D:TES/CAL | #

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811
Call 811 or click Arizona811.com

FINE AVE.

SHEET WL3.0
SHEET SL3.0

AGASSIZ ST.

SHEET WL3.1
SHEET SL3.1

SHEET WL3.3

SHEET WL3.2
SHEET SL3.2

HUTCHESON DR.

APOLLO WAY

AGASSIZ ST.

SHEET WL2.3

SHEET WL2.2

SAN FRANCISCO ST.

ELM AVE.

DALE AVE.

SHEET WL2.1

CHARLES RD.

JAMES ST.

CHERRY AVE.

VERDE ST.

SHEET WL2.0

DAVID DR.

WILLIAM RD.

BERTRAND ST.

SWITZER CANYON DR.

SHEET WL4.2
SHEET SL4.2

CANYON TERRACE DR.

SHEET WL4.1
SHEET SL4.1

SHEET WL4.0
SHEET SL4.0

FOREST VIEW DR.

TURQUOISE DR.

SHEET WL4.3

PROPOSED WATERLINE

PROPOSED SEWER LINE

GRAPHIC SCALE 1" = 100'

100 0 100 200 300

N

COF PROJECT NO. 03-19001

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

CERTIFICATE NO. 42777
THOMAS E. SMITH
REGISTERED PROFESSIONAL ENGINEER (Civil)
DATE Signed 6/19/19

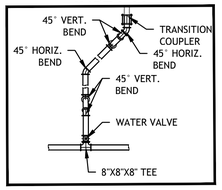
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INDEX MAP

JOB NO:18COF03	BY:DCW	CK'D: TES/CAL
SCALE: 1"=100'	DATE: JUN 2019	

FINAL 1

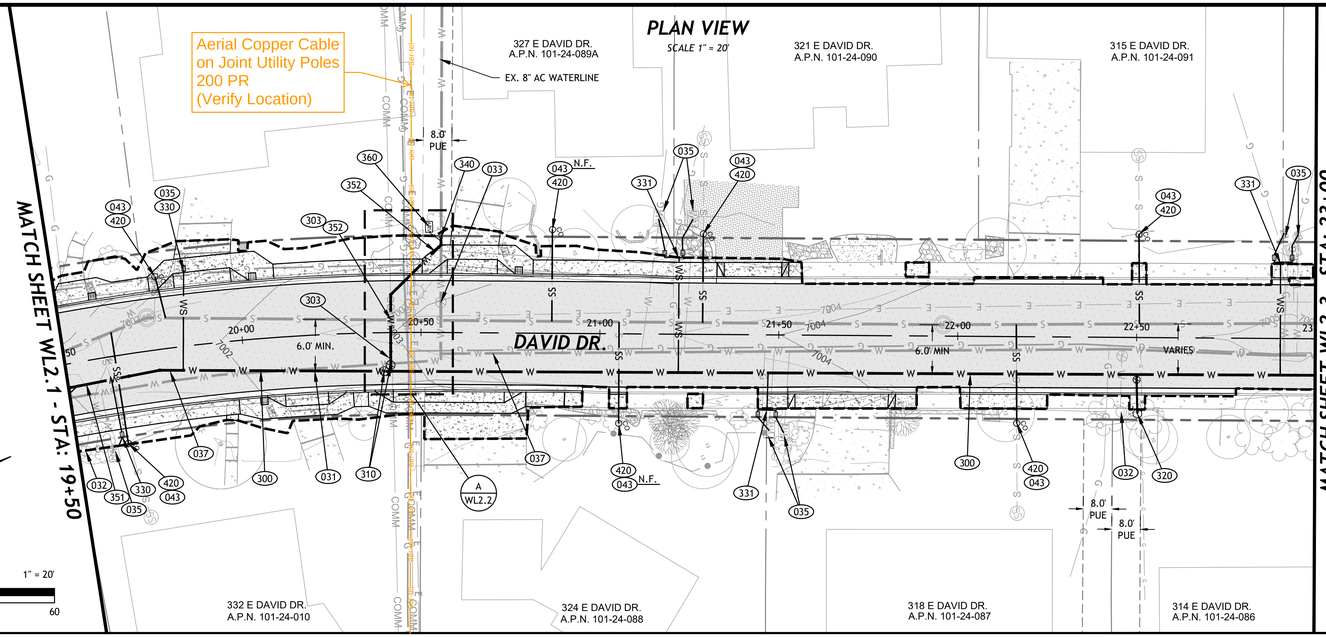
UT1.1

INSET A



PLAN VIEW

SCALE 1" = 20'

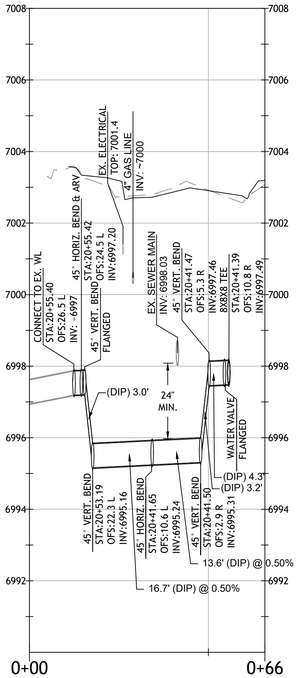


GRAPHIC SCALE 1" = 20'

20 0 20 40 60

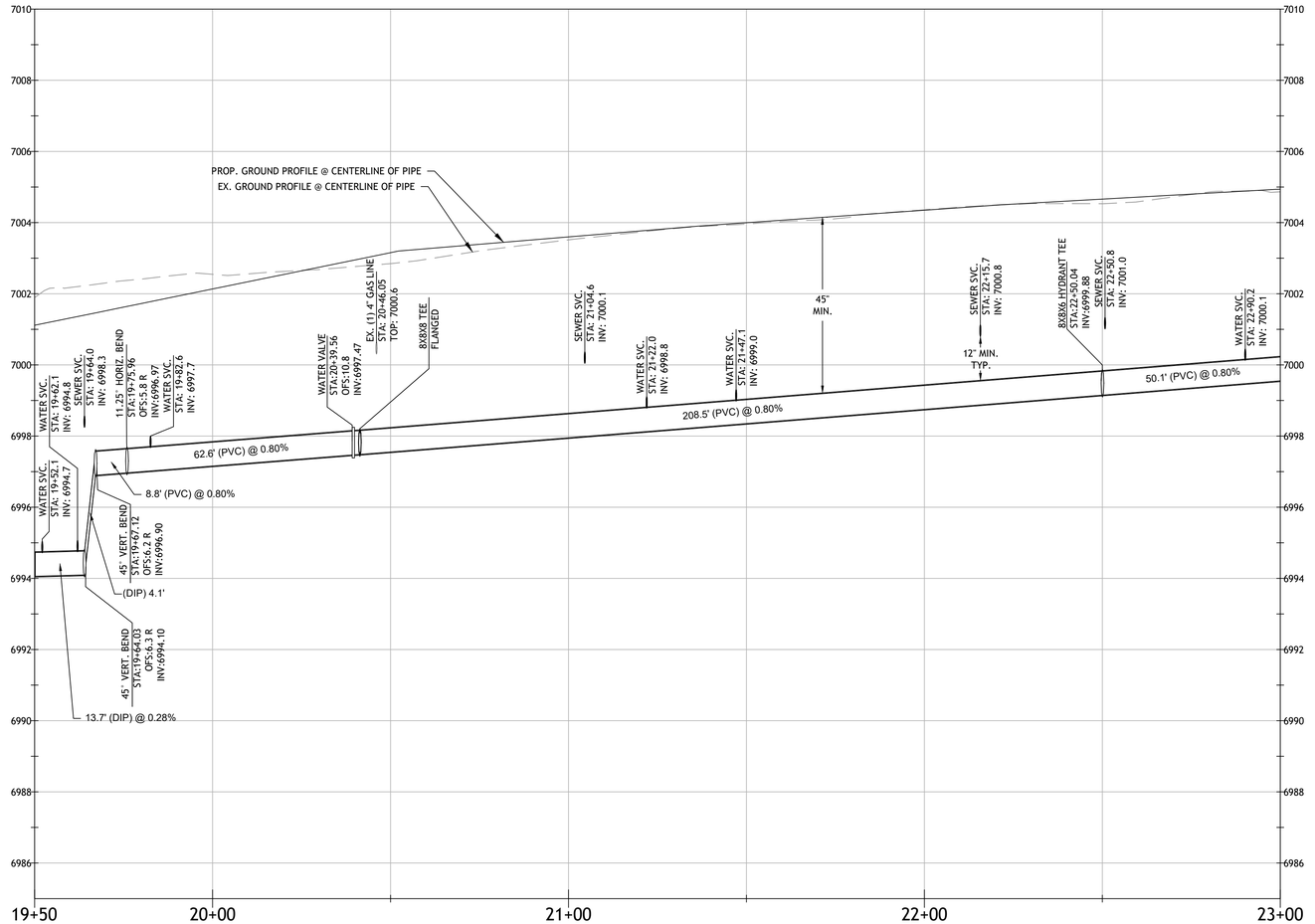
PROFILE VIEW - INSET A

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

032 2 EA
Remove & salvage hydrant one foot below finished grade per the special provisions. Close valve and abandon the lower hydrant assembly, valve and pipe in place. Remove & dispose valve box, cover, & collar. Abandon water valve in place. Coordinate with the City's Project Manager.

033 1 EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

035 8 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager. Cap tee at the main.

043 7 EA
Remove & dispose sewer service and cleanout.

WATER CONSTRUCTION (300)

300 332 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

303 60 LF
8" Class 350 DIP mechanical joint waterline, fully restrained per MAG Std Det 303, Sheet UT1.3. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010 & 9-01-031 (Paved Street), Sheet UT1.2; and tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2.

310 2 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

330 2 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

331 3 EA
1" copper water service per COF Engineering Det. 9-03-070 & 9-03-081 manifolded to two 3/4" water meters, meter boxes per COF Engineering Det. 9-03-080 & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

340 1 EA
Connect to 8" PVC, AC or CI waterline with Powerseal 3501 Transition Coupling or approved equal.

351 3 EA
Install half-vertical realignment (2-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

352 1 EA
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

360 1 EA
1" Combination Air Release Valve per COF Engineering Det. 9-03-101, Sheet UT1.2.

SEWER CONSTRUCTION (400)

420 7 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.
T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

EXPIRES 09/30/2020 (CERTIFICATE NO. 42777) THOMAS E. SMITH REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A.

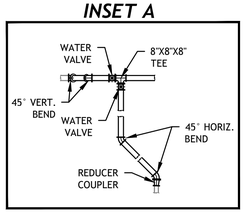
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - WATER PLAN & PROFILE
STA: 19+50 - 23+00

FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

WL2.2

INSET A

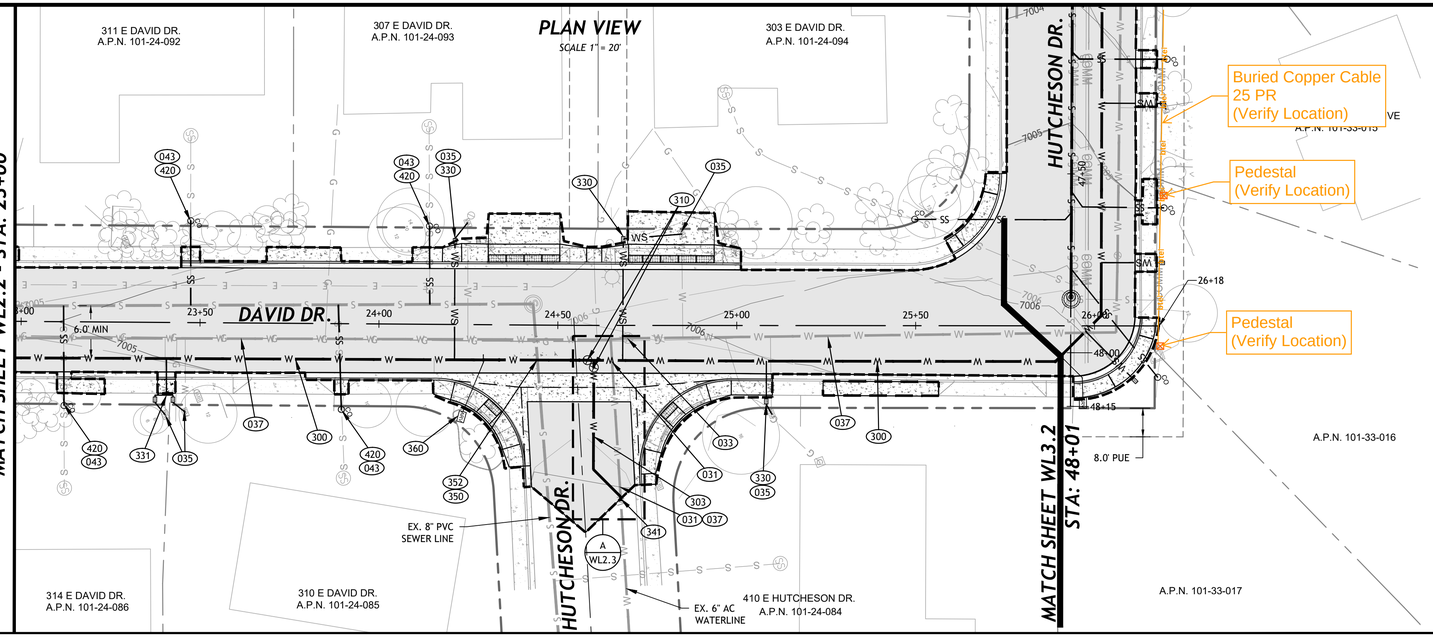


GRAPHIC SCALE 1" = 20'

20 0 20 40 60

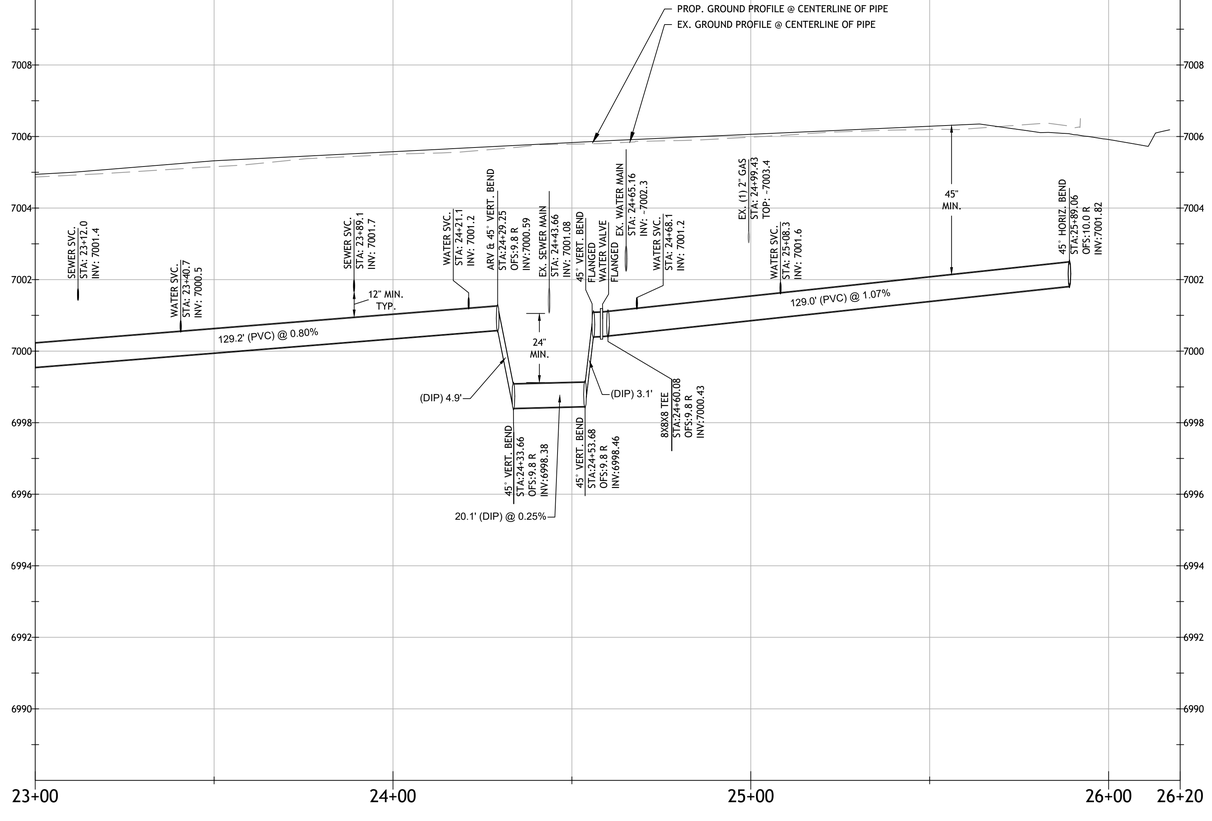
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

033 1EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

035 5 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager. Cap tee at the main.

043 4 EA
Remove & dispose sewer service and cleanout.

WATER CONSTRUCTION (300)

300 265 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

303 43 LF
8" Class 350 DIP mechanical joint waterline, fully restrained per MAG Std Det 303, Sheet UT1.3. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010 & 9-01-031 (Paved Street), Sheet UT1.2; and tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2.

310 2 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

330 3 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

331 1 EA
1" copper water service per COF Engineering Det. 9-03-070 & 9-03-081 manifolded to two 3/4" water meters, meter boxes per COF Engineering Det. 9-03-080 & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

341 1 EA
Connect to 6" PVC, AC or CI waterline with 8" x 6" Powerseal 3506R PowerMax Reducing Coupling or approved equal.

350 1 EA
Install full-vertical realignment (4-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

352 1 EA
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

360 1 EA
1" Combination Air Release Valve per COF Engineering Det. 9-03-101, Sheet UT1.2.

SEWER CONSTRUCTION (400)

420 4 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

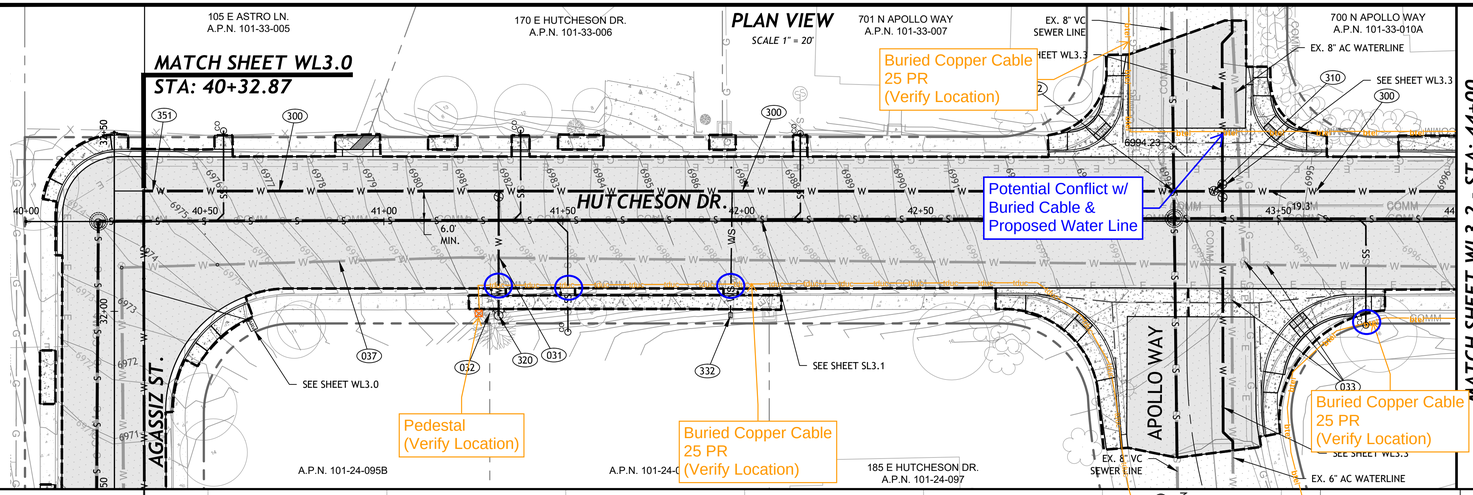
CERTIFICATE NO. 42777 THOMAS E. SMITH DATE Signed 6/30/19 REGISTERED ARIZONA CIVIL

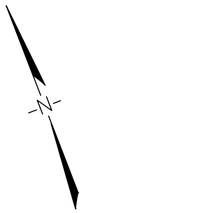
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - WATER PLAN & PROFILE
STA: 23+00 - 26+20

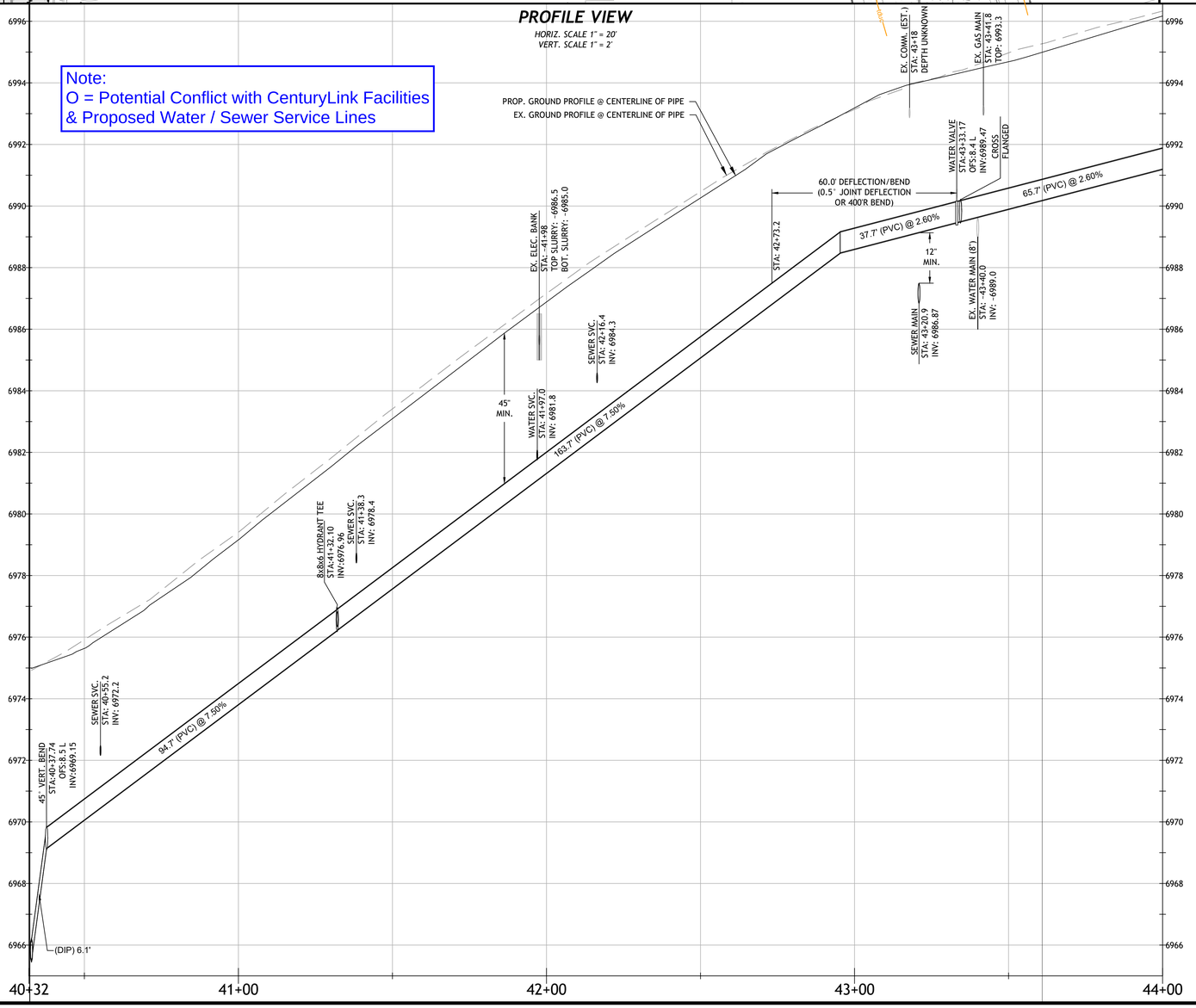
FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

WL2.3







REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

032 1 EA
Remove & salvage hydrant one foot below finished grade per the special provisions. Close valve and abandon the lower hydrant assembly, valve and pipe in place. Remove & dispose valve box, cover, & collar. Abandon water valve in place. Coordinate with the City's Project Manager.

033 3 EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager. Cap tee at the main.

WATER CONSTRUCTION (300)

300 368 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

310 1 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

332 1 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070. Cap water service at curb stop inside new water meter box. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

351 1 EA
Install half-vertical realignment (2-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

352 1 EA
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

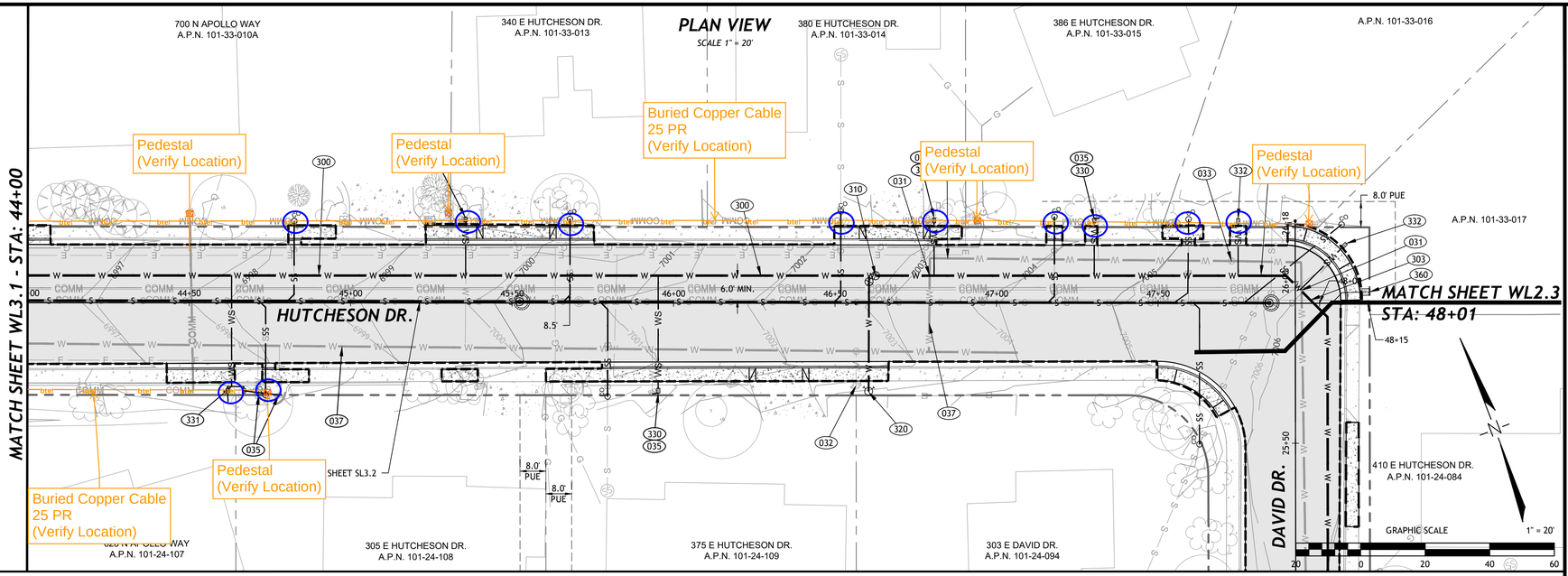
42777
THOMAS E.
SMITH
DATE signed 06/19/19
EXPIRES 12/31/19

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - WATER PLAN & PROFILE
STA: 40+32.87 - 44+00

FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

WL3.1



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'

REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

032 1 EA
Remove & salvage hydrant one foot below finished grade per the special provisions. Close valve and abandon the lower hydrant assembly, valve and pipe in place. Remove & dispose valve box, cover, & collar. Abandon water valve in place. Coordinate with the City's Project Manager.

033 1 EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

035 6 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager. Cap tee at the main.

WATER CONSTRUCTION (300)

300 390 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

303 18 LF
8" Class 350 DIP mechanical joint waterline, fully restrained per MAG Std Det 303, Sheet UT1.3. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010 & 9-01-031 (Paved Street), Sheet UT1.2; and tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2.

310 1 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

330 4 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

331 1 EA
1" copper water service per COF Engineering Det. 9-03-070 & 9-03-081 manifolded to two 3/4" water meters, meter boxes per COF Engineering Det. 9-03-080 & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

332 2 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070. Cap water service at curb stop inside new water meter box. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

360 1 EA
1" Combination Air Release Valve per COF Engineering Det. 9-03-101, Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

42777 THOMAS E. SMITH — 04/30/2020

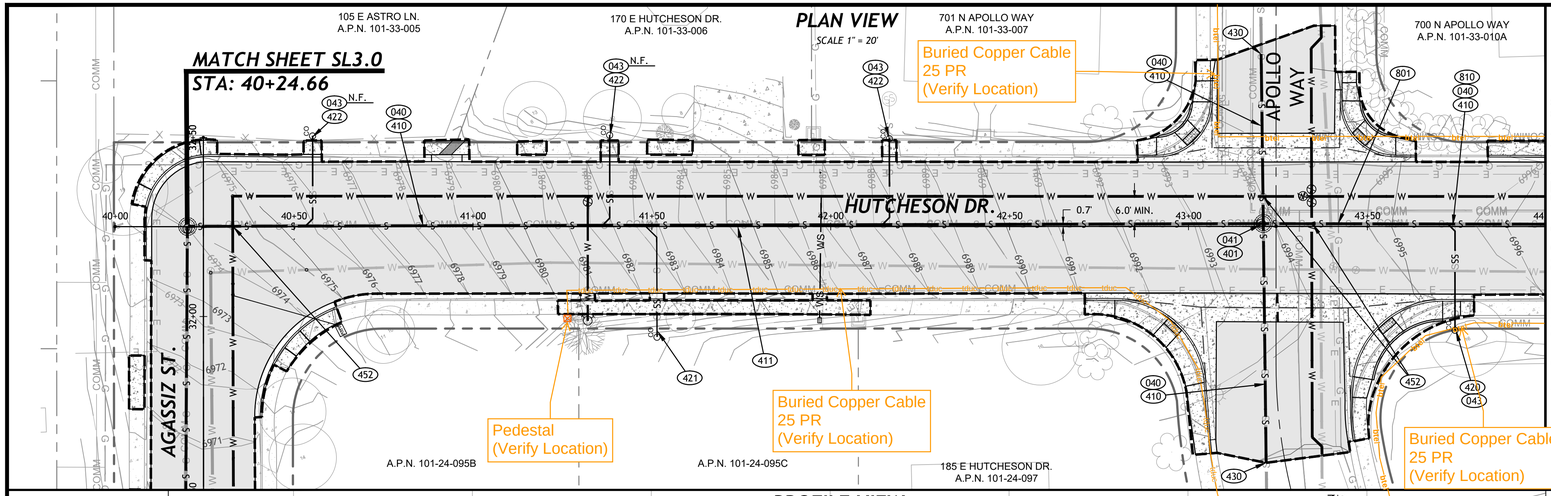
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - WATER PLAN & PROFILE
STA: 44+00 - 48+01

FINAL 1

WL3.2	JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
	SCALE: 1"=20'	DATE: JUN 2019	

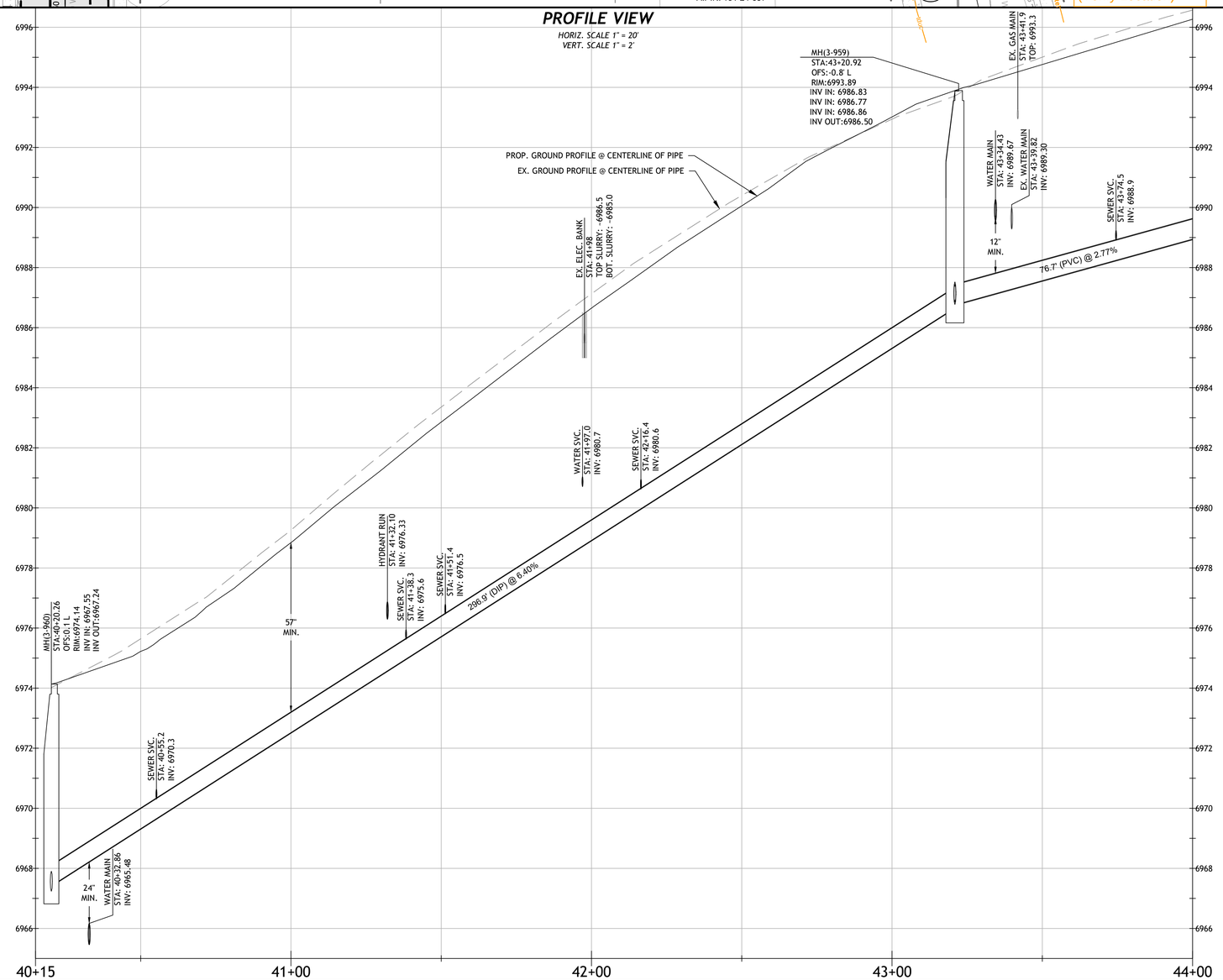
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

040 494 LF
Remove & dispose sewer line.

041 1 EA
Remove & dispose manhole.

043 4 EA
Remove & dispose sewer service and cleanout.

SEWER CONSTRUCTION (400)

401 1 EA
60" dia. manhole per MAG Standard Det. 420, Sheet UT1.3; as modified by the special provisions.

410 194 LF
8" dia. SDR-35 PVC sanitary sewer main. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

411 301 LF
8" dia. class 150 ductile iron sanitary sewer main lined with Protecto 401 ceramic epoxy or approved equal. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

420 1 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

421 1 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Cap service at property line Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

422 3 EA
4" dia. SDR-35 PVC deep sanitary sewer service and cleanout per MAG Standard Det. 440-1 and COF Engineering Det. 9-02-080, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

430 2 EA
Connect to existing sewer main with sewer transition coupling, manufactured by Powerseal, Ford or approved equal.

452 NPI
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

OTHER

801 NPI Protect gas line.

810 NPI Coordinate utility relocation.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigation water service & box or sewer service & cleanout location prior to construction.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

CERTIFICATE NO. 42777
THOMAS E. SMITH
DATE SIGNED 06/30/19
REGISTERED PROFESSIONAL ENGINEER
STATE OF ARIZONA

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - SEWER PLAN & PROFILE
STA: 40+24.66 - 44+00

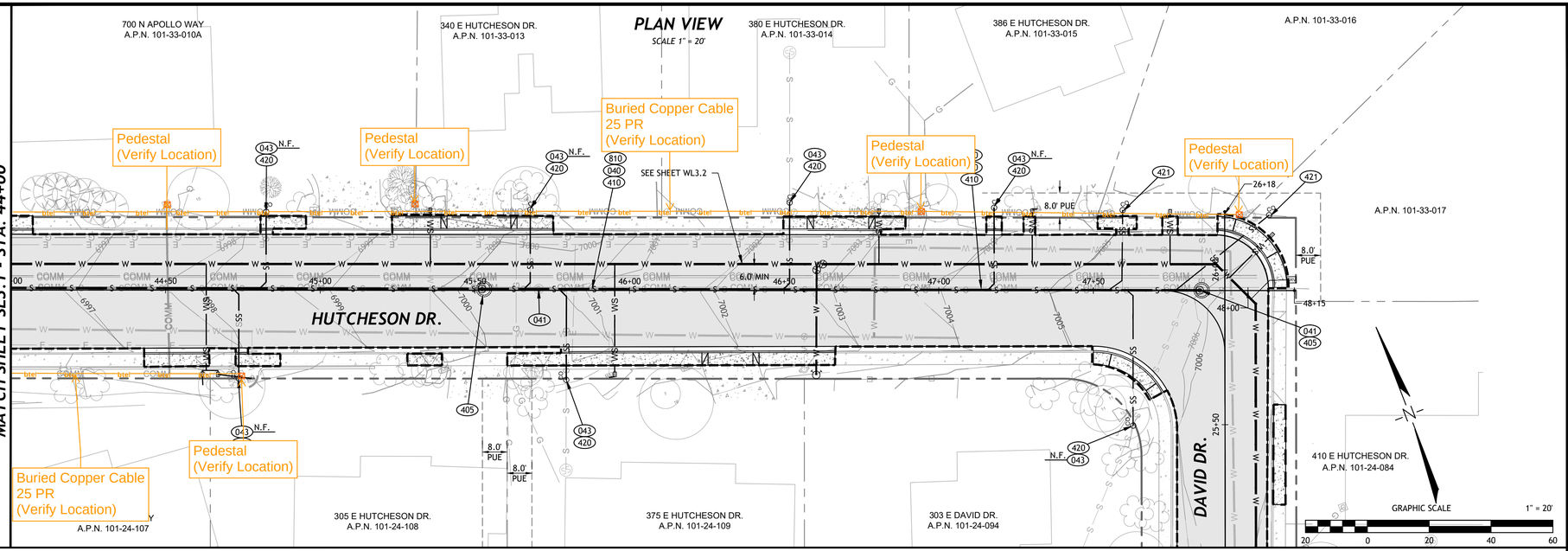
FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'		DATE: JUN 2019

SL3.1

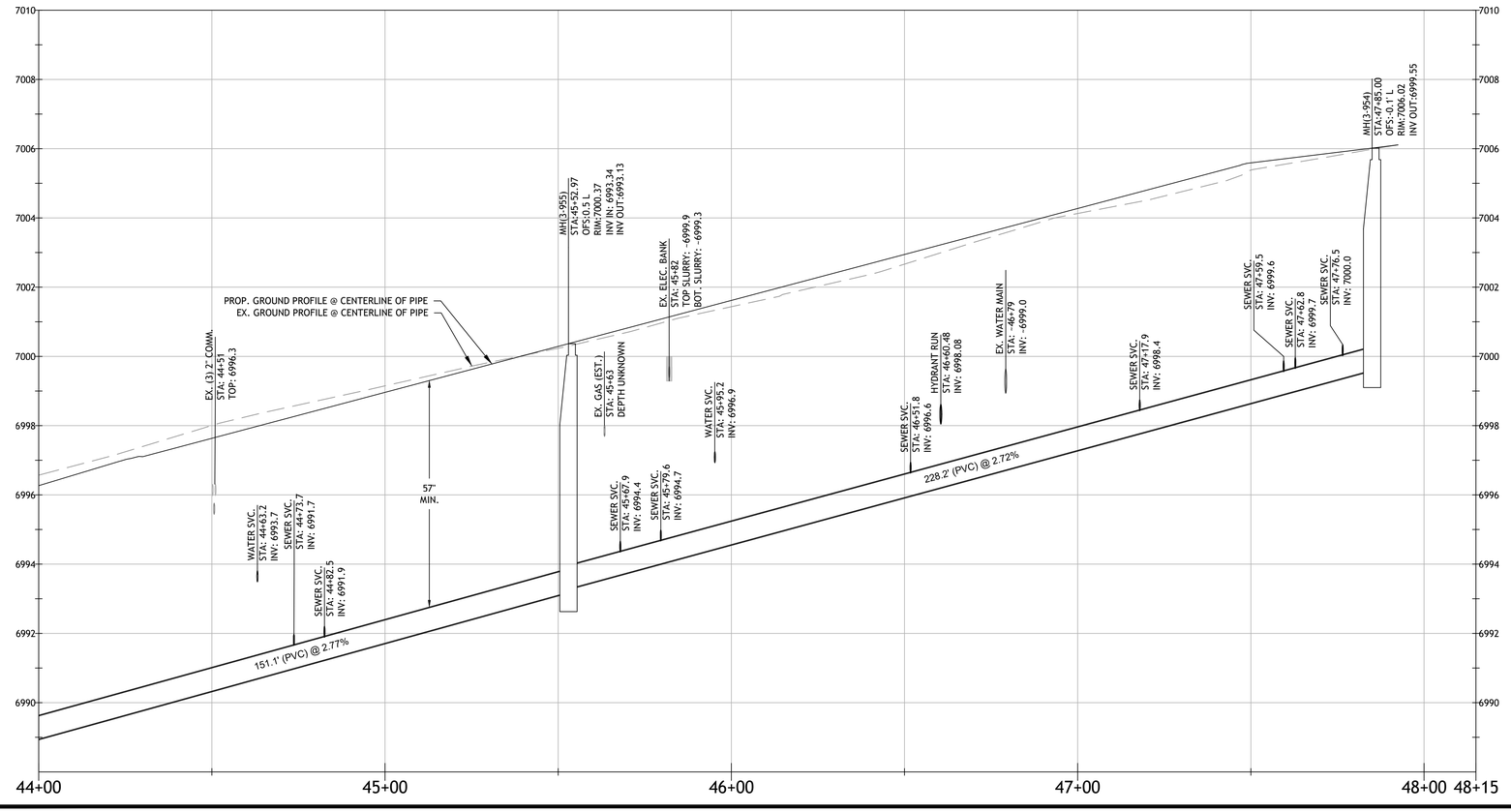
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

040 385 LF
Remove & dispose sewer line.

041 2 EA
Remove & dispose manhole.

043 7 EA
Remove & dispose sewer service and cleanout.

SEWER CONSTRUCTION (400)

405 2 EA
48" dia. manhole per MAG Standard Det. 420, Sheet UT1.3; as modified by the special provisions.

410 385 LF
8" dia. SDR-35 PVC sanitary sewer main. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

420 7 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

421 2 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Cap service at property line Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

OTHER

810 NPI Coordinate utility relocation.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigation water service & box or sewer service & cleanout location prior to construction.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

REGISTERED PROFESSIONAL ENGINEER (Civil)
42777
THOMAS E. SMITH
DATE SIGNED 06/30/19

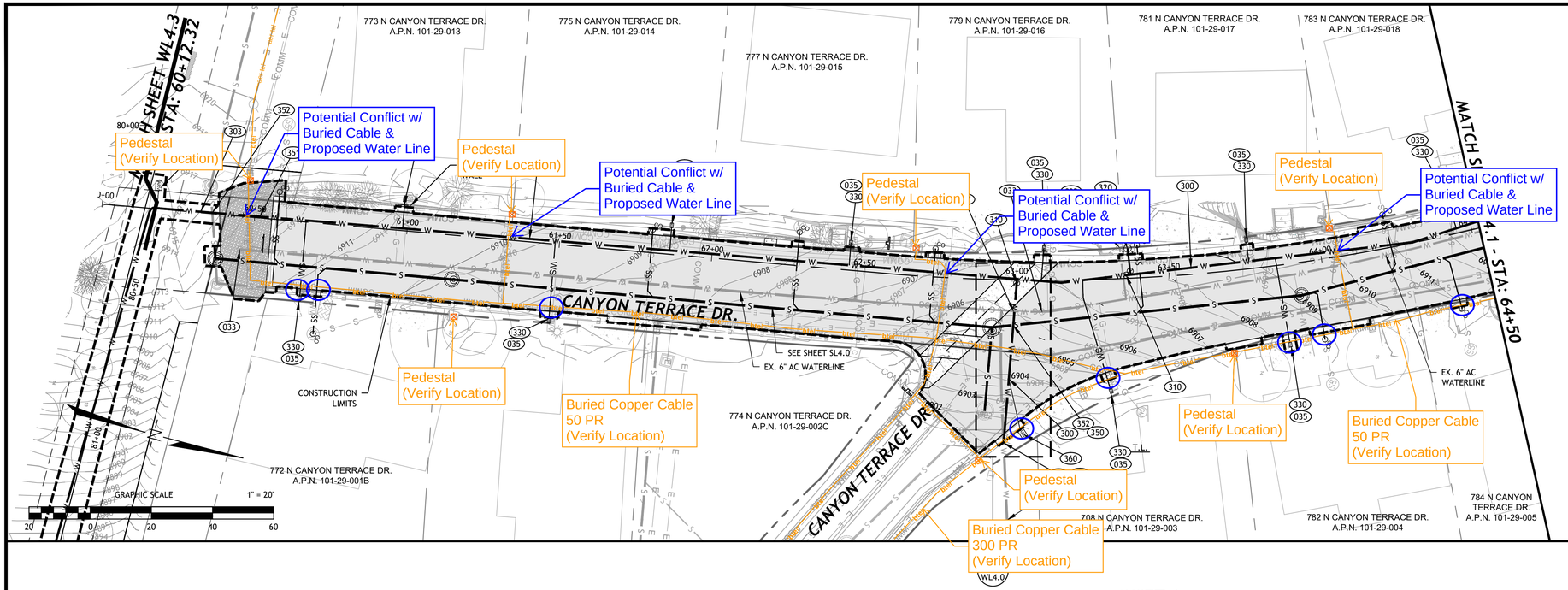
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - SEWER PLAN & PROFILE
STA: 44+50 - 47+85

FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

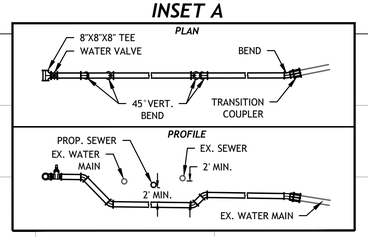
SL3.2

COF PROJECT NO. 03-19001



Note:
O = Potential Conflict with CenturyLink Facilities & Proposed Water / Sewer Service Lines

INSET A



REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

032 1 EA
Remove & salvage hydrant one foot below finished grade per the special provisions. Close valve and abandon the lower hydrant assembly, valve and pipe in place. Remove & dispose valve box, cover, & collar. Abandon water valve in place. Coordinate with the City's Project Manager.

033 2 EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

035 9 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager.

WATER CONSTRUCTION (300)

300 392 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

303 44 LF
8" Class 350 DIP mechanical joint waterline, fully restrained per MAG Std Det 303, Sheet UT1.3. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010 & 9-01-031 (Paved Street), Sheet UT1.2; and tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2.

310 2 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

330 9 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

332 1 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070. Cap water service at curb stop inside new water meter box. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

340 1 EA
Connect to 8" PVC, AC or CI waterline with Powerseal 3501 Transition Coupling or approved equal.

350 1 EA
Install full-vertical realignment (4-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

351 1 EA
Install half-vertical realignment (2-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

352 2 EA
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

360 2 EA
1" Combination Air Release Valve per COF Engineering Det. 9-03-101, Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

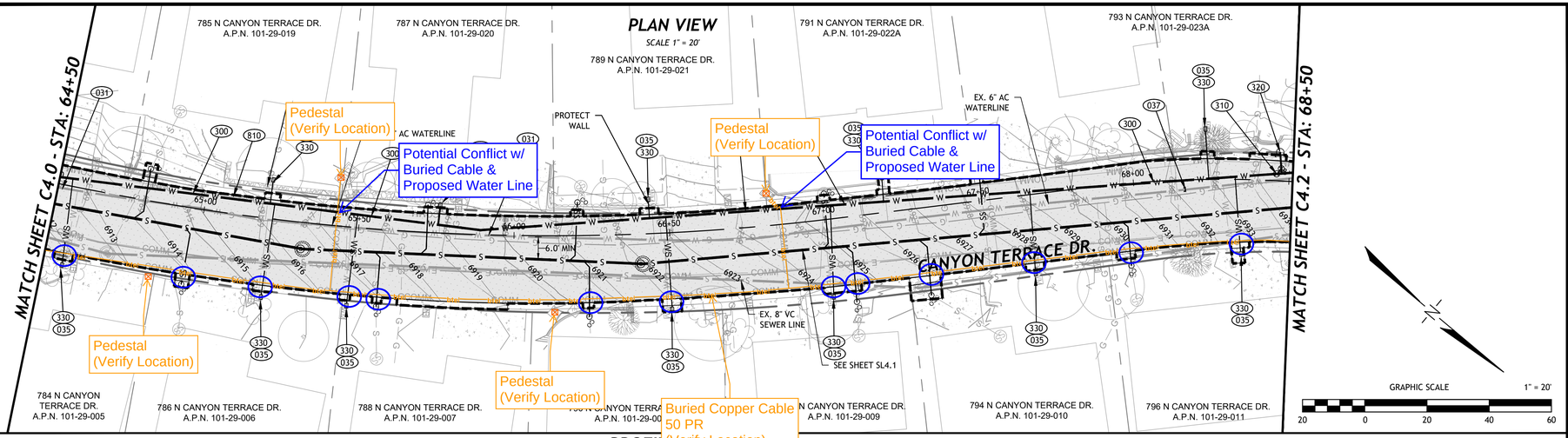
Peak ENGINEERING, INC.
Connecting Place to People

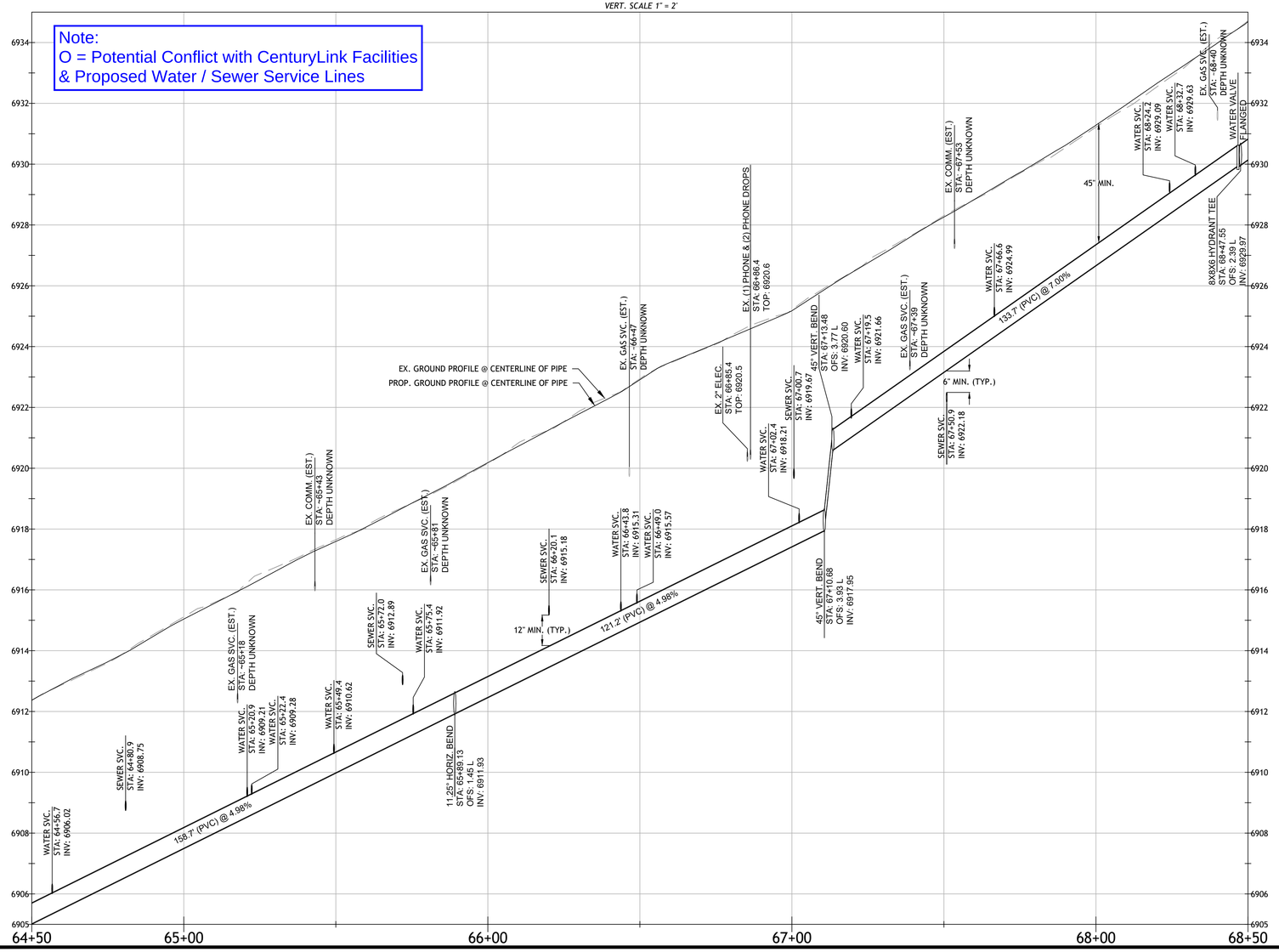
REGISTERED PROFESSIONAL ENGINEER (Civil) 42777 THOMAS E. SMITH DATE Sept 30, 2019

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - WATER PLAN & PROFILE
STA: 60+16 - 64+50

FINAL 1

WL4.0	JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
	SCALE: 1"=20'	DATE: JUN 2019	





REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

035 12 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager.

WATER CONSTRUCTION (300)

300 398 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

310 1 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

330 12 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

351 1 EA
Install half-vertical realignment (2-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

OTHER

810 NPI Coordinate utility relocation.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

REGISTERED ENGINEER (Civil) 42777 THOMAS E. SMITH DATE Sept 30, 2019 ARIZONA U.S.A.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - WATER PLAN & PROFILE
STA: 64+50 - 68+50

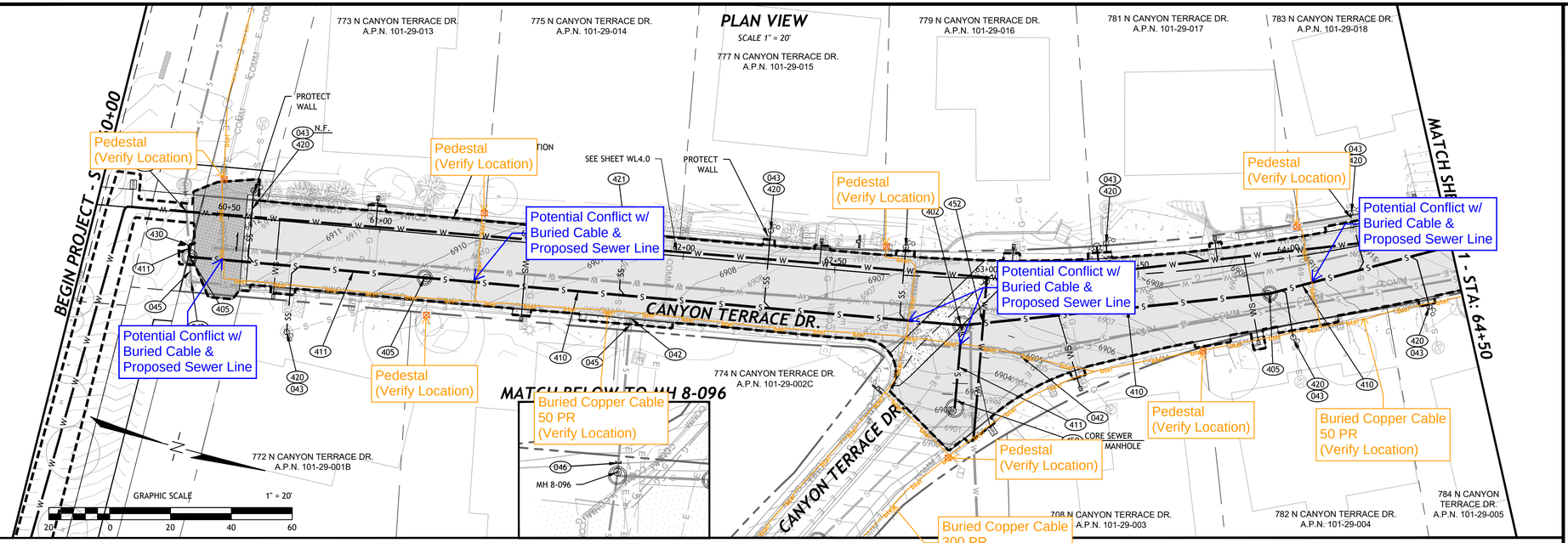
FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

WL4.1

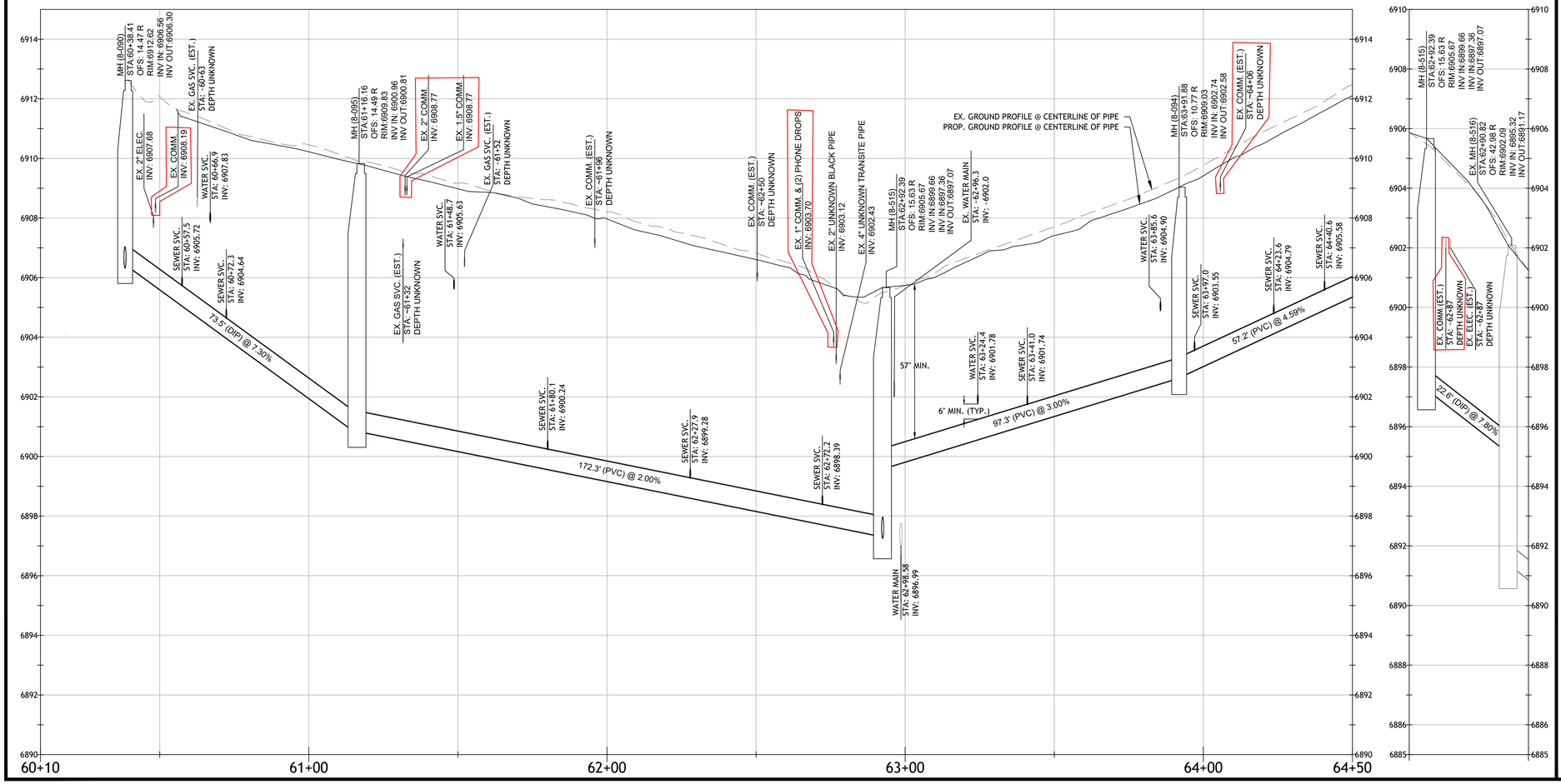
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

042 3 EA
Remove & dispose manhole collar, ring, frame and cover, and cone, if there is no cone, remove and dispose upper 36" of brick. Fill manhole base with slurry, plug inlet/outlet if necessary.

043 8 EA
Remove & dispose sewer service and cleanout.

045 1 LS
Cut, plug, and abandon sewer line per MAG Standard Det. 427. Remove & dispose sewer line as needed to construct proposed improvements.

046 1 EA
Cut, plug, and abandon sewer line outside the manhole. Plug inlet inside the manhole. Plugs per MAG Standard Det. 427.

SEWER CONSTRUCTION (400)

402 1 EA
60" dia. manhole per MAG Standard Det. 420 with drop sewer connection per MAG Standard Det. 42 and 30" water tight aluminum frame and cover per MAG Standard Det. 424-2, Sheet UT1.3; as modified by the special provisions.

405 3 EA
48" dia. manhole per MAG Standard Det. 420, Sheet UT1.3; as modified by the special provisions.

410 178 LF
8" dia. SDR-35 PVC sanitary sewer main. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

411 110 LF
8" dia. class 150 ductile iron sanitary sewer main lined with Protecto 401 ceramic epoxy or approved equal. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

420 8 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

421 1 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Cap service at property line Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

430 1 EA
Connect to existing sewer main with sewer transition coupling, manufactured by Powerseal, Ford or approved equal.

450 1 EA
Drop sewer connection per MAG Standard Det. 426, Sheet UT1.3. Core new sewer into existing manhole and connect to sewer stub out.

452 NPI
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigation water service & box or sewer service & cleanout location prior to construction.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

REGISTERED PROFESSIONAL ENGINEER (Civil) 42777 THOMAS E. SMITH DATE Signed 06/30/19 ARIZONA U.S.A.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - SEWER PLAN & PROFILE
STA: 60+00 - 64+50

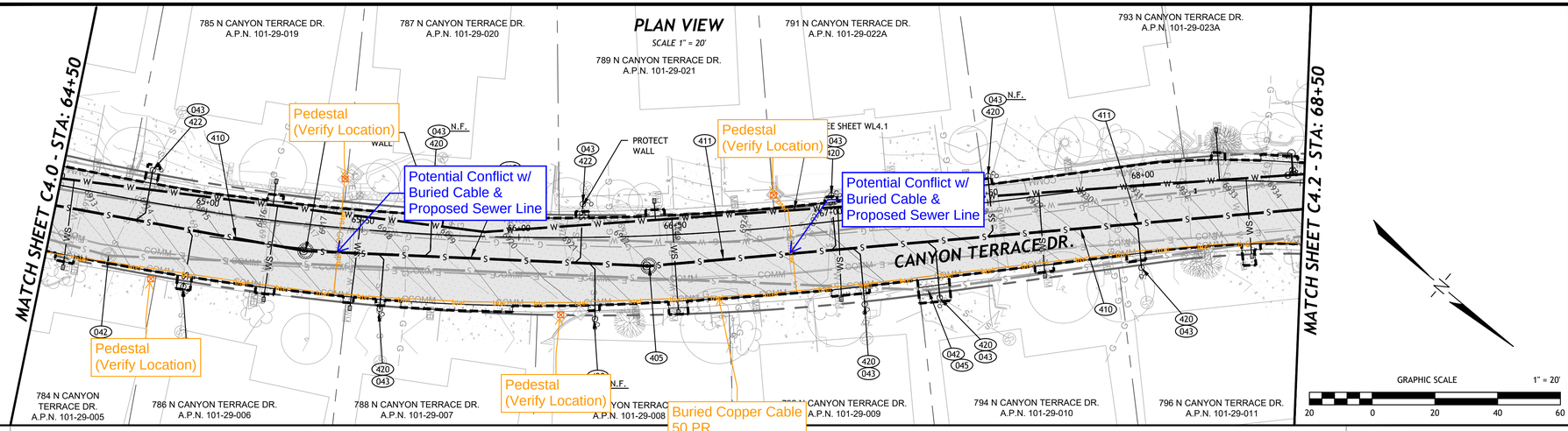
FINAL 1

SL4.0	JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
	SCALE: 1"=20'	DATE: JUN 2019	

COF PROJECT NO. 03-19001

PLAN VIEW

SCALE 1" = 20'



PROFILE

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

042 2 EA
Remove & dispose manhole collar, ring, frame and cover, and cone, if there is no cone, remove and dispose upper 36" of brick. Fill manhole base with slurry, plug inlet/outlet if necessary.

043 11 EA
Remove & dispose sewer service and cleanout.

045 1 LS
Cut, plug, and abandon sewer line per MAG Standard Det. 427. Remove & dispose sewer line as needed to construct proposed improvements.

SEWER CONSTRUCTION (400)

405 2 EA
48" dia. manhole per MAG Standard Det. 420, Sheet UT1.3; as modified by the special provisions.

410 191 LF
8" dia. SDR-35 PVC sanitary sewer main. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

411 210 LF
8" dia. class 150 ductile iron sanitary sewer main lined with Protecto 401 ceramic epoxy or approved equal. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

420 9 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

422 2 EA
4" dia. SDR-35 PVC deep sanitary sewer service and cleanout per MAG Standard Det. 440-1 and COF Engineering Det. 9-02-080, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigation water service & box or sewer service & cleanout location prior to construction.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

REGISTERED PROFESSIONAL ENGINEER (Civil) 42777 THOMAS E. SMITH DATE 6/30/20

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - SEWER PLAN & PROFILE
STA: 64+50 - 68+50

FINAL 1

SL4.1

JOB NO:18COF03 | BY:DCW | CK'D: TES/CAL
SCALE: 1"=20' | DATE: JUN 2019

Appendix C

Utility Information Exhibits

SURVEY CONTROL

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35-deg. 00' 00" N
Longitude of Central Meridian: 111-deg. 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The benchmarks and elevations on this survey were derived through GPS RTK observations and are on NAVD88 Datum.

LEGEND

- SEWER
- WATER
- GAS
- COMMUNICATION (TV & TELEPHONE)
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- RIGHT OF WAY
- PROPERTY
- EASEMENT
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- WATER VALVE
- GAS VALVE
- CONTROL POINT

MANHOLE 3-131
RIM: 7000.45
INV: 6996.20

MATCH LINE SEE SHEET 2

GEOTECH BORING B-3
MODERATELY WEATHERED BASALT: 3.5' TO 5.5'
AUGER REFUSAL AT: 5.5'

PT# 2027
6" WATER VALVE
RIM: 6999.36
DEPTH TO NUT: 24"
INV: 6995.61

GEOTECH BORING B-4
MODERATELY WEATHERED BASALT: 1.5' TO 6.5'
AUGER REFUSAL AT: 6.5'

PT# 2028
6" WATER VALVE
RIM: 6999.38
DEPTH TO NUT: 27.5"
INV: 6995.34

MANHOLE 3-111
RIM: 6998.49
INV (NE): 6994.9
INV (NW & SE): 6993.8

PT# 302
2" GAS LINE
SURFACE ELEV: 6997.99
DEPTH TO TOP: 34" (6995.16)

MANHOLE 3-112
RIM: 6999.45
INV: 6992.2

PT#2998
6" WATER VALVE
RIM: 6999.84
DEPTH TO NUT: 26"
INV: 6995.92

PT#2994
6" WATER VALVE
RIM:7000.00
DEPTH TO NUT: 32"
INV: 6995.58

6" AC WATERLINE

8" PVC SEWER

MANHOLE 3-113
RIM:7000.55
INV: 6990.3

CHARLES RD

WILLIAM RD

DAVID DR

332 E DAVID DRIVE
336 E DAVID DRIVE
340 E DAVID DRIVE
404 E DAVID DRIVE
412 E DAVID DRIVE
416 E DAVID DRIVE
422 E DAVID DRIVE
428 E DAVID DRIVE
432 E DAVID DRIVE
436 E DAVID DRIVE
335 E DAVID DRIVE
341 E DAVID DRIVE
403 E DAVID DRIVE
407 E DAVID DRIVE
415 E DAVID DRIVE
423 E DAVID DRIVE
429 E DAVID DRIVE
435 E DAVID DRIVE

UTILITY NOTES:

Horizontal locations and depth of utilities shown on the Utility Information Exhibits are based on information gathered from a variety of sources. Water and sewer utilities are shown based on a combination of as-built information, construction plans, and GIS information furnished by the City of Flagstaff, measured manhole inverts, water valve nut elevations, and pothole information. Information for natural gas (Unisource), communication (SuddenLink & CenturyLink), and electric (APS) utilities are shown based on maps provided by each utility and the pothole information shown on these exhibits. These maps are schematic and do not provide detailed horizontal or vertical information. Several gas, communication, and electrical utilities on the southern leg of Canyon Terrace were recently relocated within the last 2 years and were not reflected in the utility maps provided. These utilities are shown based on bluestake information.

In January and February of 2019 Adams Trenching conducted a limited pothole investigation along David Dr., Hutcheson Dr., & Canyon Terrace Dr. The intent of potholing was to determine potential conflicts between the proposed water and sewer infrastructure, and existing utility mains. The information from the pothole investigation is presented on these exhibits and in the pothole report from Adams Trenching. Pothole locations were surveyed and are presented relative to the project survey control. Pothole locations were based on utility map information furnished by the City of Flagstaff and franchise utilities and the 30% utility design. Not all underground utilities were potholed. If an existing utility was not shown on the utility maps provided, it was not potholed. Conflicts may still exist that are not noted on the construction plans.

Utility services, except as shown, were not potholed. Water services are shown based on water meter boxes located during the project survey. Location of water services where meter boxes were not found are estimated. Water service depths are assumed relative to existing water main depth. Sewer services are shown horizontally based on City of Flagstaff sewer logs, and depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Slopes are based on MAG Standard Detail 440. Gas services are shown based on utility map information provided by Unisource. Communication services and power services are shown based on maps provided by SuddenLink, CenturyLink, and APS. Gas, communication, and electric maps are schematic and do not provide detailed horizontal or vertical information. For design purposes, service depths are shown based on estimated depths.

The Contractor will need to fully locate all utilities before work is started in the area.

GRAPHIC SCALE 1" = 30'
30 0 30 60 90

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

Professional Engineer (Civil) CERTIFICATE NO. 42777 THOMAS E. SMITH Date Signed 6/9/20 Not for Construction Unless Signed

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INFORMATION EXHIBIT
DAVID DR

JOB NO:18COF03	BY:DCW/CAL	CK'D:TES
SCALE:1" = 30'	DATE: DEC 2019	REVISION: 1

1 OF 4

P:\18COF\18COF03 - West Flagstaff Improvements\04 CAD\XREF\18COF03-BASEMAP-DAVID.dwg, 12/9/2019 12:48:02 PM

SURVEY CONTROL

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35-deg. 00' 00" N
Longitude of Central Meridian: 111-deg. 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The benchmarks and elevations on this survey were derived through GPS RTK observations and are on NAVD88 Datum.

LEGEND

- SEWER
- WATER
- GAS
- COMMUNICATION (TV & TELEPHONE)
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- RIGHT OF WAY
- PROPERTY
- EASEMENT
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- WATER VALVE
- GAS VALVE
- CONTROL POINT

MANHOLE 3-107
RIM: 7007.15
INV: 7001.92

MANHOLE 3-108
RIM: 7005.80
INV: 7001.0

PT# 3062
6" WATER VALVE
RIM: 7005.96
DEPTH TO NUT: 27"
INV: 7001.96

PT# 308
6" WATER LINE
SURFACE ELEV: 7005.15
DEPTH TO TOP WL: 39" (7001.9)
2" GAS LINE
DEPTH TO TOP GL: 31" (7002.57)

PT# 1212
6" WATER VALVE
RIM: 7004.69
DEPTH TO NUT: 22"
INV: 7001.11

PT# 307
WATER LINE TEE
SURFACE ELEV: 7003.3
DEPTH TO TOP WL: 22" (7001.47)
2" GAS LINE
DEPTH TO TOP GL: 19" (7001.72)

PT# 305
4" GAS LINE
SURFACE ELEV: 7003.2
DEPTH TO TOP: 31" (7000.62)

PT# 310
6" WATER LINE
SURFACE ELEV: 7006.08
DEPTH TO TOP WL: 40" (7002.75)
2" GAS LINE
DEPTH TO TOP: 33" (7003.33)

PT# 309
ELECTRICAL CONDUIT
SURFACE ELEV: 7005.83
DEPTH TO TOP: 23" (7003.91)

PT# 306
ELECTRICAL CONDUIT
SURFACE ELEV: 7003.4
DEPTH TO TOP: 24" (7001.4)

PT# 1560
8" WATER VALVE
RIM: 7003.23
DEPTH TO NUT: 16"
INV: 6999.77

410 E HUTCHESON DRIVE
310 E DAVID DRIVE
314 E DAVID DRIVE
318 E DAVID DRIVE
324 E DAVID DRIVE
332 E DAVID DRIVE
303 E DAVID DRIVE
307 E DAVID DRIVE
311 E DAVID DRIVE
315 E DAVID DRIVE
321 E DAVID DRIVE
327 E DAVID DRIVE
331 E DAVID DRIVE

HUTCHESON DR

MATCH LINE
SEE SHEET 3

MATCH LINE
SEE SHEET 1

25+50 24+50 23+50 22+50 21+50 20+50 19+50

GRAPHIC SCALE 1" = 20'
20 0 20 40 60

UTILITY NOTES:

Horizontal locations and depth of utilities shown on the Utility Information Exhibits are based on information gathered from a variety of sources. Water and sewer utilities are shown based on a combination of as-built information, construction plans, and GIS information furnished by the City of Flagstaff, measured manhole inverts, water valve nut elevations, and pothole information. Information for natural gas (Unisource), communication (SuddenLink & CenturyLink), and electric (APS) utilities are shown based on maps provided by each utility and the pothole information shown on these exhibits. These maps are schematic and do not provide detailed horizontal or vertical information. Several gas, communication, and electrical utilities on the southern leg of Canyon Terrace were recently relocated within the last 2 years and were not reflected in the utility maps provided. These utilities are shown based on bluestake information.

In January and February of 2019 Adams Trenching conducted a limited pothole investigation along David Dr., Hutcheson Dr., & Canyon Terrace Dr. The intent of potholing was to determine potential conflicts between the proposed water and sewer infrastructure, and existing utility mains. The information from the pothole investigation is presented on these exhibits and in the pothole report from Adams Trenching. Pothole locations were surveyed and are presented relative to the project survey control. Pothole locations were based on utility map information furnished by the City of Flagstaff and franchise utilities and the 30% utility design. Not all underground utilities were potholed. If an existing utility was not shown on the utility maps provided, it was not potholed. Conflicts may still exist that are not noted on the construction plans.

Utility services, except as shown, were not potholed. Water services are shown based on water meter boxes located during the project survey. Location of water services where meter boxes were not found are estimated. Water service depths are assumed relative to existing water main depth. Sewer services are shown horizontally based on City of Flagstaff sewer logs, and depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Slopes are based on MAG Standard Detail 440. Gas services are shown based on utility map information provided by Unisource. Communication services and power services are shown based on maps provided by SuddenLink, CenturyLink, and APS. Gas, communication, and electric maps are schematic and do not provide detailed horizontal or vertical information. For design purposes, service depths are shown based on estimated depths.

The Contractor will need to fully locate all utilities before work is started in the area.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

Registered Professional Engineer (Civil)
42777
THOMAS E. SMITH
Date Signed 12/9/19
Certificate Expires 9/30/20

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INFORMATION EXHIBIT
DAVID DR

JOB NO:18COF03 | BY:DCW/CAL | CK'D: TES
SCALE: 1" = 20' | DATE: DEC 2019 | REVISION: 1

2 OF 4

P:\18COF\18COF03 - West Flagstaff Improvements\04 CAD\XREF\18COF03-BASEMAP-DAVID.dwg, 12/9/2019 12:48:15 PM

SURVEY CONTROL

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35-deg. 00' 00" N
Longitude of Central Meridian: 111-deg. 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The benchmarks and elevations on this survey were derived through GPS RTK observations and are on NAVD88 Datum.

LEGEND

- SEWER
- WATER
- GAS
- COMMUNICATION (TV & TELEPHONE)
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- RIGHT OF WAY
- PROPERTY
- EASEMENT
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- WATER VALVE
- GAS VALVE
- CONTROL POINT

ASTRO LN

APOLLO WAY

HUTCHESON DR

FINE AVE

APOLLO WAY

PT# 403
MANHOLE 3-953
RIM: 6997.34
INV: 6987.86

8" VC SEWER LINE

170 E HUTCHESON DRIVE

105 E ASTRO LANE

700 N APOLLO WAY

8" AC WATERLINE

PT# 407
GAS TEE
SURFACE ELEV: 6994.7
DEPTH TO TOP: 16" (6993.37)

PT# 406
ELECTRICAL CONDUIT
SURFACE ELEV: 6994.85
DEPTH TO TOP OF SLURRY BANK: 5" (6994.43)
DEPTH TO BOTTOM OF BANK: 32" (6992.18)

PT# 402
COMMUNICATION CONDUIT
SURFACE ELEV: 6997.6
DEPTH TO TOP: 22" (6995.77)

PT# 401
ELECTRICAL
SURFACE ELEV: 7000.9
DEPTH TO TOP OF SLURRY BANK: 11" (6999.98)
DEPTH TO BOTTOM OF BANK: 19" (6999.32)

PT# 410
ELECTRICAL
SURFACE ELEV: 6986.91
DEPTH TO TOP OF SURRY BANK: 5" (6986.49)
DEPTH TO BOTTOM OF SLURRY: 23" (6984.99)

701 N APOLLO WAY

PT# 1071
8" WATER VALVE
RIM: 6994.39
DEPTH TO NUT: 39"
INV: 6989.02

PT# 405
COMMUNICATION CONDUIT
SURFACE ELEV: 6994.9
2" CONDUIT, DEPTH TO TOP: 23" (6992.98)
2" WIRE, DEPTH TO TOP: 26" (6992.73)

340 E HUTCHESON DRIVE

MANHOLE 3-955
RIM: 7000.71
INV: 6995.56

380 E HUTCHESON DRIVE

386 E HUTCHESON DRIVE

6" AC WATERLINE

PT# 6075
WATER VALVE
RIM: 7005.46
DEPTH TO NUT: 20.5"
INV: 7002.00

MANHOLE 3-960
RIM: 6974.01
INV: 6969.22

MANHOLE 3-954
RIM: 7005.99
INV: 6999.6

612 N SAN FRANCISCO

40+50 41+50 42+50 43+50 44+50 45+50 46+50 47+50

6" CI WATER LINE

PT# 6357
WATER VALVE
RIM: 6973.84
DEPTH TO NUT: 37.5"
INV: 6968.97 - 6868.59 (TRANSITIONS FROM 8" TO 6")

6" AC WATER LINE

MANHOLE 3-959
RIM: 6993.71
INV: 6986.71

185 E HUTCHESON DRIVE

PT# 408
COMMUNICATION CONDUIT
SURFACE ELEV: 6994.95
DEPTH TO TOP: 70" (6989.12)

6" AC WATERLINE

8" VC SEWER LINE

305 E HUTCHESON DRIVE

PT# 6074
WATER VALVE
RIM: 7002.53
DEPTH TO NUT: 22"
INV: 6998.95

375 E HUTCHESON DRIVE

MATCH LINE
SEE SHEET 2

608 N SAN FRANCISCO

PT# 6072
WATER VALVE
RIM: 6994.56
DEPTH TO NUT: 42"
INV: 6989.31

PT# 409
ELECTRICAL CONDUIT
SURFACE ELEV: 6994.17
DEPTH TO TOP OF BANK: 13" (6993.09)
DEPTH TO BOTTOM OF BANK: 23" (6992.25)

PT# 1070
6" WATER VALVE
RIM: 6994.39
DEPTH TO NUT: 39.5"
INV: 6989.35

6" AC WATERLINE

8" VC SEWER LINE

Lot 2 (R4)
A.P.N. 101-240-95C

628 N APOLLO WAY

GEOTECH BORING B-2
DECOMPOSED LIMESTONE 4' - 11.5'
END OF BORING: 11.5'

Lot 1 (R4)
A.P.N. 101-240-95B

8" CI WATER LINE

604 N SAN FRANCISCO

PT# 404
MANHOLE 9-958
RIM: 6995.73
INV: 6991.14

MANHOLE 3-991
RIM: 6963.53
INV: 6958.77

30+50 31+50

PT# 6515
WATER VALVE
RIM: 6963.77
DEPTH TO NUT: 25"
INV: 6959.56

303 E DAVID DRIVE

410 E HUTCHESON DRIVE

307 E DAVID DRIVE

310 E DAVID DRIVE

311 E DAVID DRIVE

314 E DAVID DRIVE

315 E DAVID DRIVE

22+50 23+50 24+50 25+50

GRAPHIC SCALE
1" = 30'
30 0 30 60 90

UTILITY NOTES:

Horizontal locations and depth of utilities shown on the Utility Information Exhibits are based on information gathered from a variety of sources. Water and sewer utilities are shown based on a combination of as-built information, construction plans, and GIS information furnished by the City of Flagstaff, measured manhole inverts, water valve nut elevations, and pothole information. Information for natural gas (Unisource), communication (SuddenLink & CenturyLink), and electric (APS) utilities are shown based on maps provided by each utility and the pothole information shown on these exhibits. These maps are schematic and do not provide detailed horizontal or vertical information. Several gas, communication, and electrical utilities on the southern leg of Canyon Terrace were recently relocated within the last 2 years and were not reflected in the utility maps provided. These utilities are shown based on bluestake information.

In January and February of 2019 Adams Trenching conducted a limited pothole investigation along David Dr., Hutcheson Dr., & Canyon Terrace Dr. The intent of potholing was to determine potential conflicts between the proposed water and sewer infrastructure, and existing utility mains. The information from the pothole investigation is presented on these exhibits and in the pothole report from Adams Trenching. Pothole locations were surveyed and are presented relative to the project survey control. Pothole locations were based on utility map information furnished by the City of Flagstaff and franchise utilities and the 30% utility design. Not all underground utilities were potholed. If an existing utility was not shown on the utility maps provided, it was not potholed. Conflicts may still exist that are not noted on the construction plans.

Utility services, except as shown, were not potholed. Water services are shown based on water meter boxes located during the project survey. Location of water services where meter boxes were not found are estimated. Water service depths are assumed relative to existing water main depth. Sewer services are shown horizontally based on City of Flagstaff sewer logs, and depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Slopes are based on MAG Standard Detail 440. Gas services are shown based on utility map information provided by Unisource. Communication services and power services are shown based on maps provided by SuddenLink, CenturyLink, and APS. Gas, communication, and electric maps are schematic and do not provide detailed horizontal or vertical information. For design purposes, service depths are shown based on estimated depths.

The Contractor will need to fully locate all utilities before work is started in the area.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

Professional Engineer (Civil) 42777 THOMAS E. SMITH Date Signed 12/9/19

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INFORMATION EXHIBIT
HUTCHESON DR

JOB NO:18COF03	CK'D:TES
BY:DCW/CAL	DATE: DEC 2019
SCALE:1" = 30'	REVISION: 1

3 OF 4

P:\18COF\18COF03 - West Flagstaff Improvements\04 CAD\XREF\18COF03-BASEMAP-DAVID.dwg, 12/9/2019 12:48:31 PM

SURVEY CONTROL

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35-deg. 00' 00" N
Longitude of Central Meridian: 111-deg. 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The benchmarks and elevations on this survey were derived through GPS RTK observations and are on NAVD88 Datum.

LEGEND

- SEWER
- WATER
- GAS
- COMMUNICATION (TV & TELEPHONE)
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- RIGHT OF WAY
- PROPERTY
- EASEMENT
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- WATER VALVE
- GAS VALVE
- CONTROL POINT

GRAPHIC SCALE 1" = 30'
30 0 30 60 90

PT# 1044
8" WATER VALVE
RIM: 6926.27
TOP OF NUT: 25"
INV: 6922.06

PT# 1051
WATER VALVE
RIM: 6933.50
TOP OF NUT: 26"
INV: 6929.58

CLEANOUT PT# 1057
RIM: 6934.53
DEPTH LOWEST PT: 5.69
INV: 6928.84

PT# 620B
¾" WATER SERVICE
SURFACE ELEV: 6938.3
DEPTH TO TOP: 44" (6934.63)

PT# 620A
1" GAS LINE
SURFACE ELEV: 6938.25
DEPTH TO TOP: 37" (6935.17)

CONTROL PT# 501
N: 63213.3647
E: 73887.2573
ELEV: 6939.0589

PT# 621
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6940.0
DEPTH TO TOP: 77" (6933.58)

PT# 619
ELECTRICAL CABLE (DIRECT BURY)
TO AN ARMORED SECONDARY
SURFACE ELEV: 6942.2
DEPTH TO TOP: 27" (6939.95)

PT# 1051
WATER VALVE
RIM: 6938.38
TOP OF NUT: 32"
INV: 6933.96

PT# 1089
WATER VALVE
RIM: 6935.63
TOP OF NUT: 31"
INV: 6931.29

PT# 618
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6940.5
DEPTH TO TOP: 12" (6939.5)

PT# 617
6" WATER VALVE
RIM: 6949.97
TOP OF NUT: 29"
INV: 6945.8

MANHOLE 8-091
RIM: 6935.89
DEPTH MID: 7.56
DEPTH WEST: 7.31
INV MID: 6928.33
INV WEST: 6928.58

MANHOLE 8-092
RIM: 6926.53
DEPTH NORTH: 6.40
DEPTH MID: 6.71
INV NORTH: 6920.13
INV MID: 6919.82

PT# 613B
PHONE LINE (DIRECT BURY)
SURFACE ELEV: 6923.4
DEPTH TO TOP: 50" (6919.23)

PT# 613A
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6923.4
DEPTH TO TOP: 55" (6918.82)

PT# 612
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6922.9
DEPTH TO TOP: 12" (6921.9)

CONTROL PT# 502
N: 63427.9740
E: 73686.6933
ELEV: 6921.1196

PT# 608B
2 PHONE LINES &
2 PHONE DROPS (DIRECT BURY CABLES)
SURFACE ELEV: 6915.5
DEPTH TO TOP: 50" (6911.33)

PT# 609
7" OD WATER LINE
SURFACE ELEV: 6915.6
DEPTH TO TOP: 39" (6912.35)

PT# 608A
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6915.5
DEPTH TO TOP: 58" (6910.67)

PT# 607
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6915.0
DEPTH TO TOP: 9" (6914.25)

PT# 616B
(1) PHONE LINE
SURFACE ELEV: 6924.7
DEPTH TO TOP: 47" (6920.78)
(2) PHONE DROPS
SURFACE ELEV: 6924.7
DEPTH TO TOP: 39" (6921.45) & 49" (6920.62)

PT# 615
7" OD WATER LINE
SURFACE ELEV: 6924.3
DEPTH TO TOP: 40"

PT# 616A
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6924.7
DEPTH TO TOP: 50" (6920.53)

PT# 614
2" GAS LINE
SURFACE ELEV: 6924.3
DEPTH TO TOP: 32"

MANHOLE 8-093
RIM: 6912.82
DEPTH MID: 5.96
INV MID: 6906.86

PT# 610
2" GAS LINE
SURFACE ELEV: 6915.6
DEPTH TO TOP: 29"

PT# 611
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6915.5
DEPTH TO TOP: 8"

CONTROL PT# 503
N: 63590.1068
E: 73420.3053
ELEV: 6905.6041

MANHOLE 8-995
RIM: 6888.66
DEPTH NORTH: 4.69
DEPTH SOUTH: 5.64
INV NORTH: 6883.97
INV SOUTH: 6883.02

PT# 1389
WATER VALVE
RIM: 6906.27
TOP OF NUT: 23"
INV:6902.60

MANHOLE 8-094
RIM: 6905.37
DEPTH MID: 4.11
INV MID: 6901.26

GEOTECH BORING B-1
HARD DRILLING: 6' TO 7'
END OF BORING: 11.5'

PT# 1391
WATER VALVE
RIM: 6907.49
TOP OF NUT: 20"
INV: 6904.07

MANHOLE 8-096
RIM: 6886.95
DEPTH MID: 4.75
DEPTH WEST: 2.84
INV MID: 6882.20
INV WEST: 6884.11

ELECTRICAL
ABANDONED IN PLACE

PT# 605C
4" TRANSITE PIPE
SURFACE ELEV: 6906.4
DEPTH TO TOP: 44" (6902.73)

PT# 604
2" GAS LINE
SURFACE ELEV: 6906.3
DEPTH TO TOP: 24" (6904.3)

PT# 605B
2" BLACK PIPE
SURFACE ELEV: 6906.5
DEPTH TO TOP: 37" (6903.42)

MANHOLE 8-095
RIM: 6908.17
DEPTH MID: 12.30
INV MID: 6895.87

PT# 605A
1" COMMUNICATION LINE
& 2 PHONE DROPS
(DIRECT BURY CABLES)
SURFACE ELEV: 6906.5
DEPTH TO TOP: 30" (6904.0)

PT# 602A
2" COMMUNICATION CONDUIT
SURFACE ELEV: 6910.0
DEPTH TO TOP: 9" (6909.25)

PT# 602B
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6910.0
DEPTH TO TOP: 9" (6909.25)

PT# 603
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6909.95
DEPTH TO TOP: 12" (6908.95)

PT# 601B
COMMUNICATION
SURFACE ELEV: 6912.4
DEPTH TO TOP: 47" (6908.48)

PT# 601A
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6912.4
DEPTH TO TOP: 53" (6907.98)

PT# 1598
WATER VALVE
RIM: 6912.19
TOP OF NUT: 23"
INV: 6908.52

MANHOLE 8-090
RIM: 6911.92
DEPTH MID: 5.34
INV MID: 6906.58

MANHOLE 8-377
RIM: 6916.72
DEPTH MID: 9.58
INV MID: 6907.14

SEE INSET

INSET

PT# 624
6" GAS LINE
SURFACE ELEV: 6885.24
DEPTH TO TOP: 46" (6881.41)

PT# 623A
BLOW-OFF VALVE
RIM: 6885.02
TOP OF NUT: 57"
INV: 6878.15

PT# 622
WATER VALVE
RIM: 6884.89
TOP OF NUT: 43"
INV: 6879.56

GRAPHIC SCALE 1" = 30'
30 0 30 60 90

UTILITY NOTES:

Horizontal locations and depth of utilities shown on the Utility Information Exhibits are based on information gathered from a variety of sources. Water and sewer utilities are shown based on a combination of as-built information, construction plans, and GIS information furnished by the City of Flagstaff, measured manhole inverts, water valve nut elevations, and pothole information. Information for natural gas (Unisource), communication (SuddenLink & CenturyLink), and electric (APS) utilities are shown based on maps provided by each utility and the pothole information shown on these exhibits. These maps are schematic and do not provide detailed horizontal or vertical information. Several gas, communication, and electrical utilities on the southern leg of Canyon Terrace were recently relocated within the last 2 years and were not reflected in the utility maps provided. These utilities are shown based on bluestake information.

In January and February of 2019 Adams Trenching conducted a limited pothole investigation along David Dr., Hutcheson Dr., & Canyon Terrace Dr. The intent of potholing was to determine potential conflicts between the proposed water and sewer infrastructure, and existing utility mains. The information from the pothole investigation is presented on these exhibits and in the pothole report from Adams Trenching. Pothole locations were surveyed and are presented relative to the project survey control. Pothole locations were based on utility map information furnished by the City of Flagstaff and franchise utilities and the 30% utility design. Not all underground utilities were potholed. If an existing utility was not shown on the utility maps provided, it was not potholed. Conflicts may still exist that are not noted on the construction plans.

Utility services, except as shown, were not potholed. Water services are shown based on water meter boxes located during the project survey. Location of water services where meter boxes were not found are estimated. Water service depths are assumed relative to existing water main depth. Sewer services are shown horizontally based on City of Flagstaff sewer logs, and depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Slopes are based on MAG Standard Detail 440. Gas services are shown based on utility map information provided by Unisource. Communication services and power services are shown based on maps provided by SuddenLink, CenturyLink, and APS. Gas, communication, and electric maps are schematic and do not provide detailed horizontal or vertical information. For design purposes, service depths are shown based on estimated depths.

The Contractor will need to fully locate all utilities before work is started in the area.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC. Connecting Place to People

REGISTERED PROFESSIONAL ENGINEER (Civil)
42777
THOMAS E. SMITH
Date Signed 12-9-19
EXPIRES 09/30/2020

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INFORMATION EXHIBIT
CANYON TERRACE DR.

JOB NO:18COF03 | BY:DCW/CAL | CKD:TES | REVISION:1
SCALE:1" = 30' | DATE: DEC 2019

4 OF 4

P:\18COF\18COF03 - West Flagstaff Improvements\04 CAD\XREF\18COF03-BASEMAP-CANYONTERRACE.dwg, 12/9/2019 1:07:24 PM

Consideration and Approval of Construction Contract

West Flag Improvements

David & Hutcheson Project

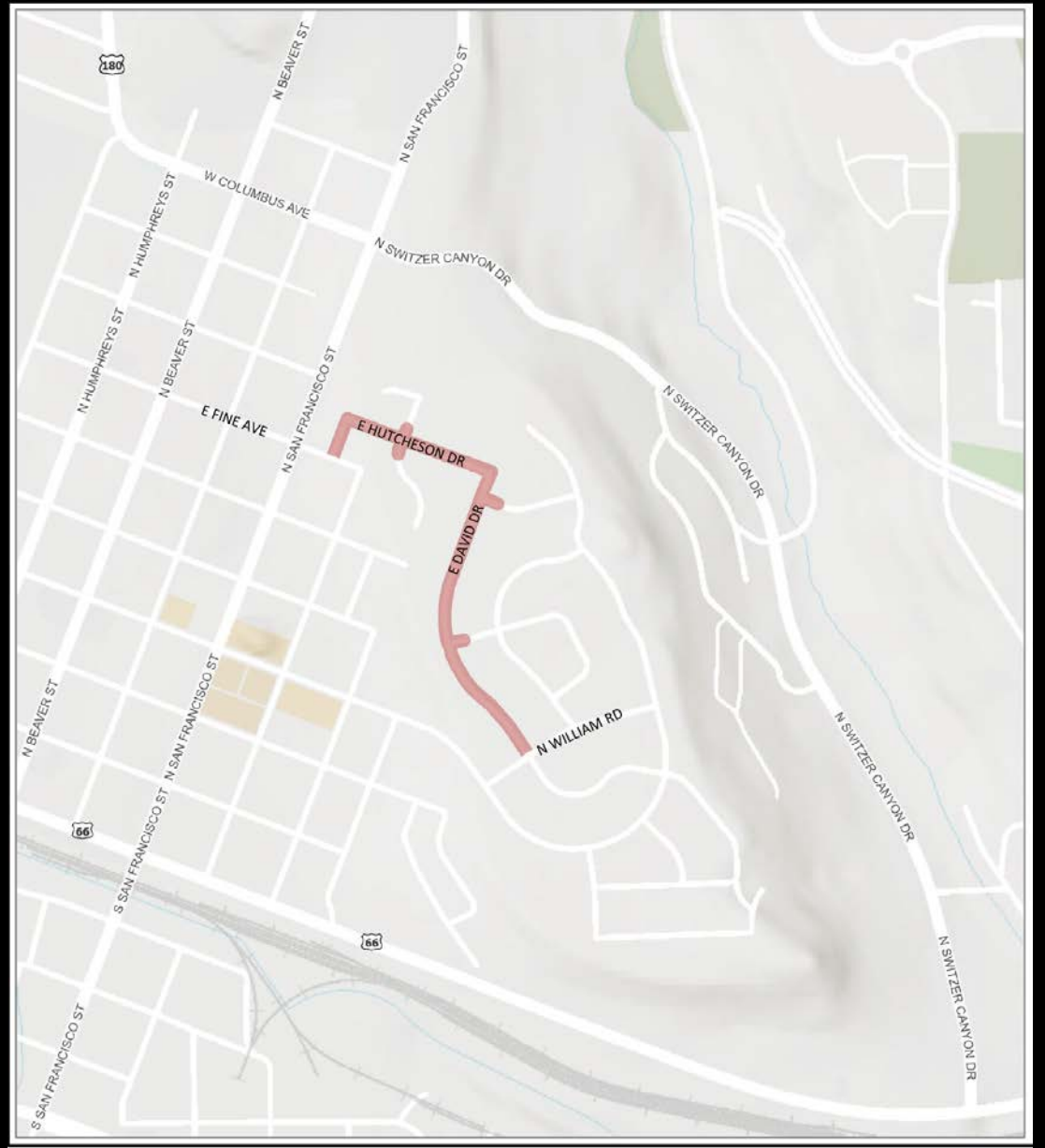
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

David & Hutcheson Project

- Utility and Roadway Improvements Project
- Anticipated Duration April – November
- Construction Notice
- Project Website
- Weekly Updates To Residents

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



David & Hutcheson Vicinity Map

0 285 570 1,140 1,710 2,280

ft

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

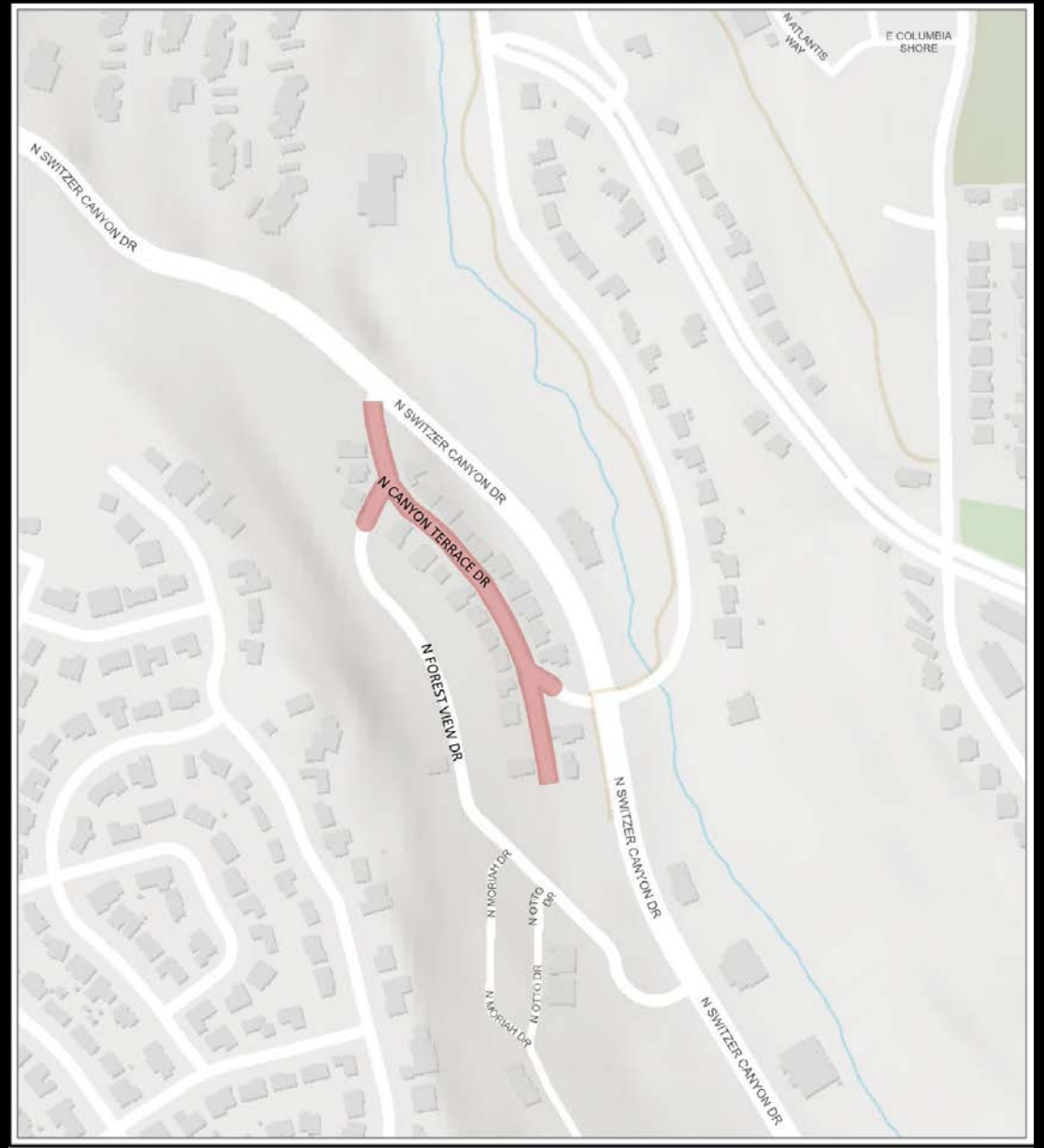
1/26/2021 11:42 AM

David & Hutcheson Project

END OF PRESENTATION

QUESTIONS?

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Canyon Terrace Vicinity Map

0 140 280 560 840 1,120

ft

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

1/26/2021 11:55 AM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eli Reisner, Project Manager - ER
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration and Approval of the Construction Contract: with Mountain High Excavating, LLC for the West Flag Improvements - Canyon Terrace Project in the amount of $1,030,031.00.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Mountain High Excavating, LLC. in the amount of $1,030,031.00, which includes a $71,000.00 Contract Allowance, with a contract duration of 235-calendar days; and
2. Approve Administrative Change Order Authority to the City Manager in the amount of $95,903.00 (10% of the Contract Amount, less the Contract Allowance); and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends the approval and award of the Construction Contract with Mountain High Excavating, LLC. in the amount of $1,030,031.00, which will authorize the construction of the West Flag Improvements - Canyon Terrace Project (the Project) in accordance with the approved public improvement plans prepared by Peak Engineering, Inc. The Project can be generally described as a utility and roadway improvements Project on N. Canyon Terrace Drive from the south end of N. Canyon Terrace Drive to N. Switzer Canyon Drive. Please refer to the attached context and vicinity maps. The improvements consist of replacing approximately 1,500 LF of water main, 26 water services, 2 fire hydrants, 1,000 LF of sewer main, 26 sewer services, 8 manholes, 3,700 SY of roadway pavement, select edge improvements, and other associated work. Pending Councils approval, construction is anticipated to begin in April 2021 and is anticipated to be complete in November 2021.

Financial Impact:

The Project will be funded by the total budget appropriations of $5,024,822 (includes FY 2020-2021 budget through FY 2021-2022 proposed), in Account Number 046-05-116-3346-6, from the West Flag budget line item under the Road Repair and Street Safety (RR&SS) – Utility Replacements and Overlays.

Policy Impact:

No impact.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Sustainable, Innovative Infrastructure

Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Regional Plan

Goal T.2.

Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

- Council previously approved the ballot language for the Road Repair and Street Safety Initiative (Prop. 406).
- Council approved and adopted the Road Repair and Street Safety – Utility Replacements and Overlays – West Flag 2021 budget.

Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2021; or,
2. Reject approval of the award as recommended. This action would delay the Project.
    a. If rejection occurs, possible options include:
        1. Direct Staff to re-advertise the Project; or
        2. Consider another delivery method (CMAR or Design/Build); or
        3. Suspend or cancel the Project completely.

Background/History:

On November 18, 2014, Council adopted the results of the General Election held on November 4, 2014. In the Election, voters approved a dedicated sales tax increase, Proposition 406, which included funding for road repairs and street safety improvements throughout the City of Flagstaff. Canyon Terrace Drive qualified to receive pavement and utility improvements due to its existing pavement overall condition index (scale of 100-0) being at or below 50 and its existing utilities needing repair or replacement due to age, material, size, and or repeated maintenance.

The Project originally included David Drive and Hutcheson Drive and was bid as one large project in the spring of 2020 but was pulled at the end of the bidding process given the economic uncertainties and the effects the COVID-19 Pandemic would have on the revenues funding the Project. It was decided to split the larger project into two separate projects consisting of David & Hutcheson and Canyon Terrace and re-advertise in the winter of FY20/21.

On December 17, 2020, the City of Flagstaff's Purchasing Section posted an Invitation for Bids (IFB) solicitation for construction on the PlanetBid's website and advertised the IFB in the Arizona Daily Sun on December 20 and 27, 2020. There were four (4) bids received and opened electronically on January 22, 2021. A summary of the bids received is identified in the Key Considerations section below. Mountain High Excavation, LLC was determined to be the lowest responsive and responsible bidder.

Key Considerations:

The four (4) bids received for the Project are as follows:

Mountain High Excavating, LLC	$959,031.00
Capital Improvements, LLC.	$1,154,838.00
Sellers and Sons, Inc.	$1,211,773.25
Kinney Construction, LLC.	$1,367,459.00

The Engineer's Estimate (without the Contract Allowance) was $1,202,870.00.

After bidding process, the Contract Allowance is established to address certain unforeseen items of work where details cannot be determined at the time of contracting and may be included in the Contract Amount per the City of Flagstaff's Procurement Code Manual. The $71,000.00 Contract Allowance is approximately 7.5% (rounded down to the nearest $1,000) of the low bid amount, which does not include a Contract Allowance. The Contract Allowance is used only at the City's discretion as outlined in the City of Flagstaff's Procurement Code Manual.

Administrative Change Order Authority is established to address inevitable differing field conditions usually becoming time-sensitive major construction issues resulting in unforeseen costs that are more than the Contract Amount. Change Order Authority provides the City Manager, on behalf of the Council, the administrative authority to amend the Contract Amount up to an established dollar amount (10% of the Contract Amount, less the Contract Allowance) and is only utilized if the Contract Allowance is or would become exhausted.

Expanded Financial Considerations:

The Project will be funded by the total budget appropriations of $5,024,822 (includes FY 2020-2021 budget through FY 2021-2022 proposed), in Account Number 046-05-116-3346-6, from the West Flag budget line item under the Road Repair and Street Safety (RR&SS) – Utility Replacements and Overlays.

Community Benefits and Considerations:

- Replacing and or abandoning aged and undersized existing water and sewer infrastructure, that is 54 years old, to meet current standards, minimizing the possibility of emergency repairs and associated service outages.
- Replacing aged and deteriorated asphalt that is no longer maintainable with a chip seal or overlay and improving the streets ride quality and longevity.
- Replacing defective edge improvements such as existing curb and gutter that impedes stormwater flow.
- Reducing required maintenance of existing infrastructure by replacing it with new infrastructure.

Community Involvement:

Inform, Involve, Empower:

- In November 2014, voters approved a dedicated sales tax increase to fund road repairs and street safety improvements throughout the City of Flagstaff.
- Since 2015 the Project has been listed as a proposed project in the interactive map on the Road Repair and Street Safety section of the City of Flagstaff's Website at: www.flagstaff.az.gov/roadsafety.
- Updates to the Road Repair and Street Safety Program, which included the proposed Project, have been presented by the Capital Improvements Engineer at multiple Transportation Commission Meetings, Council Meetings, and Budget Meetings.
- In May 2019, Staff sent Public Meeting Invitations to the property owners along the Project.
- A public meeting was held on April 4, 2019 at City Hall where City Staff and Peak Engineering were in attendance to present the Project and hold discussions with residents from the neighborhood

regarding the proposed Project.

- Staff has met with several individual property owners during design and will continue to do so through construction.
- Temporary entry permit requests will be sent to the residents adjacent to the Project prior to the start of construction.
- Construction notices will be sent to the residents adjacent to and in the area surrounding the Project prior to the start of construction.
- A Project website will be created to host Project information and post periodic updates to keep the Public informed during construction.
- Weekly updates consisting of schedule, sequence, and impacts will be provided through construction to residence that sign up to receive them.

Expanded Options and Alternatives:

1. Approve the award as recommended. Approval will allow work to move forward in calendar year 2021; or,
2. Reject approval of the award as recommended. This action would delay the Project.
    a. If rejection occurs, possible options include:
        1. Direct Staff to re-advertise the Project; or
        2. Consider another delivery method (CMAR or Design/Build); or
        3. Suspend or cancel the Project completely.

Attachments:

Contract

Contract Supplementary Justification Form – Canyon Terrace

Context Map – West Flag Improvements – Canyon Terrace

Vicinity Map – West Flag Improvements – Canyon Terrace

Contract - Exhibit A

Contract - Exhibit B

Presentation

CONSTRUCTION CONTRACT #2021-68

City of Flagstaff, Arizona
and
Mountain High Excavating, LLC

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2021, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Mountain High Excavating, LLC ("Contractor") with offices at 4183 East Huntington Drive, Flagstaff, AZ 86004. Contractor and the Owner may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services; and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities for the **West Flag Improvements – Canyon Terrace Project** (the "Project"). The Project scope is specific to the attached Special Provisions (Exhibit B). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at a location identified by the City. The purpose of the meeting is to outline specific construction items and procedures that the Owner feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG")

Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1.1 Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG") Exhibit A

2.1.2 Special Provisions Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **one million thirty thousand thirty-one dollars and no cents ($1,030,031.00**), which is the sum of the Contractor's bid amount of $959,031.00 and a Contract Allowance of $71,000.00, to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **two hundred thirty-five (235) calendar days** from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of

placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)

11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, *for any reason,* on the Project. City retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal

shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.

13. Notices. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

If to Owner:	**If to Contractor:**
Matthew Luhman, CPP, CPPB	Katherine Bedlion, Member
Purchasing Manager	Mountain High Excavating, LLC
211 West Aspen Avenue	4183 East Huntington Drive
Flagstaff, AZ 86001	Flagstaff, AZ 86004
mluhman@flagstaffaz.gov	kathy@mtnhighex.com

14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least **thirty (30) days** written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined

based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except in writing and signed by duly authorized representatives of the parties.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.

23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. Force Majeure. The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract, as set forth in Exhibit B. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay. This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff	**Mountain High Excavating, LLC**
Greg Clifton, City Manager	Signature
Attest:	Printed Name
City Clerk	Title
Approved as to form:	
City Attorney	

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: West Flag Improvements – Canyon Terrace Project
PROJECT NUMBER: 03-20007 **BID NUMBER:** 2021-68

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(Hereinafter called the Principal), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ ("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____
_____Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: West Flag Improvements – Canyon Terrace Project
PROJECT NUMBER: 03-20007 **BID NUMBER:** 2021-68

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the Principal), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____
_____, with its principal office in the City of _____
("Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona ("Obligee"), in the amount of _____Dollars ($_____
_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of _____ 20__ in the City of Flagstaff which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined

in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

CITY OF FLAGSTAFF
CONTRACT SUPPLEMENTARY JUSTIFICATION

[X] CONTRACT ALLOWANCE
[X] ADMINISTRATIVE CHANGE ORDER

PROJECT NO. ST3346 **PROJECT NAME:** West Flag Improvements – Canyon Terrace

FILE NO. 03-20007 **Project Manager:** Eli Reisner

CONTRACTOR/CONSULTANT: Mountain High Excavating, LLC

PROJECT DESCRIPTION:
A Road Repair and Street Safety Sales Tax funded, utility and roadway improvements Project on Canyon Terrace Drive from the south end to Switzer Canyon Drive. Proposed improvements generally consist of replacing existing water/sewer mains, water/sewer services, asphalt pavement, select edge improvements, and other associated work.

JUSTIFICATION FOR USE AND AMOUNT:
Contract Allowance (CA) Justification and Amount:

A $71,000.00 CA is recommended to compensate Mountain High Excavating for costs associated with potential unforeseen items of work where details could not be determined at the time of contracting such as:

- Owner directed increases to Project scope for items not identified to need repair at the time of design or contracting.
- Non-compliant water/sewer service locations starting outside the Project limits and ending within the Project limits.

The low bid amount is *$959,031.00* plus a CA of *$71,000.00*, or approximately 7.5% (rounded down to the nearest $1,000) of the low bid amount of *$959,031.00* (excluding a CA), equals the total Contract Amount of *$1,030,031.00*.

Administrative Change Order (ACO) Justification and Amount:

A $*95,903*.00 ACO is recommended to compensate Mountain High Excavating for the associated costs on items such as:

- Unforeseen trench rock excavation, unsuitable soil, subgrade stabilization, and utility conflicts.
- Increase in the Project scope due to additional funding becoming available or oversight during Project scoping.

The *$95,903.00* ACO is *10%* of the low bid amount of *$959,031.00*, which is the Contract Amount of *$1,030,031.00* minus the *$71,000.00* CA.

Both the CA and ACO amounts are at the top end of the percentage range allowed per the Procurement Code Manual for Design/Bid/Build contracts due to existing neighborhood infrastructure projects having a higher risk for unforeseen items, including items arising from residents' concerns unknown during project development.

COST/BUDGET/FUNDING SOURCE ANALYSIS:
Contract Allowance Justification and Amount:

The CA is recommended to be included in the Contract Amount and can be funded by the Road Repair and Street Safety Program under the West Flag FY20 and FY21 appropriations totaling $5,024,822 in Account (046-05-116-3346-6).

Administrative Change Order Justification and Amount:

The ACO is recommended to be approved and can be funded by the Road Repair and Street Safety Program under the West Flag FY20 and FY21 appropriations totaling $5,024,822 in Account (046-05-116-3346-6).

APPROVAL:	**Signature**		**Date:**
Project Manager	Eli R. Reisner	**Approval Recommended**	2/2/2021
Program Manager	n/a	**Approval Recommended**	
Section Head		**Approval Recommended**	✓
Division Head		**Approval Recommended**	✓

Definitions

Contract Allowance

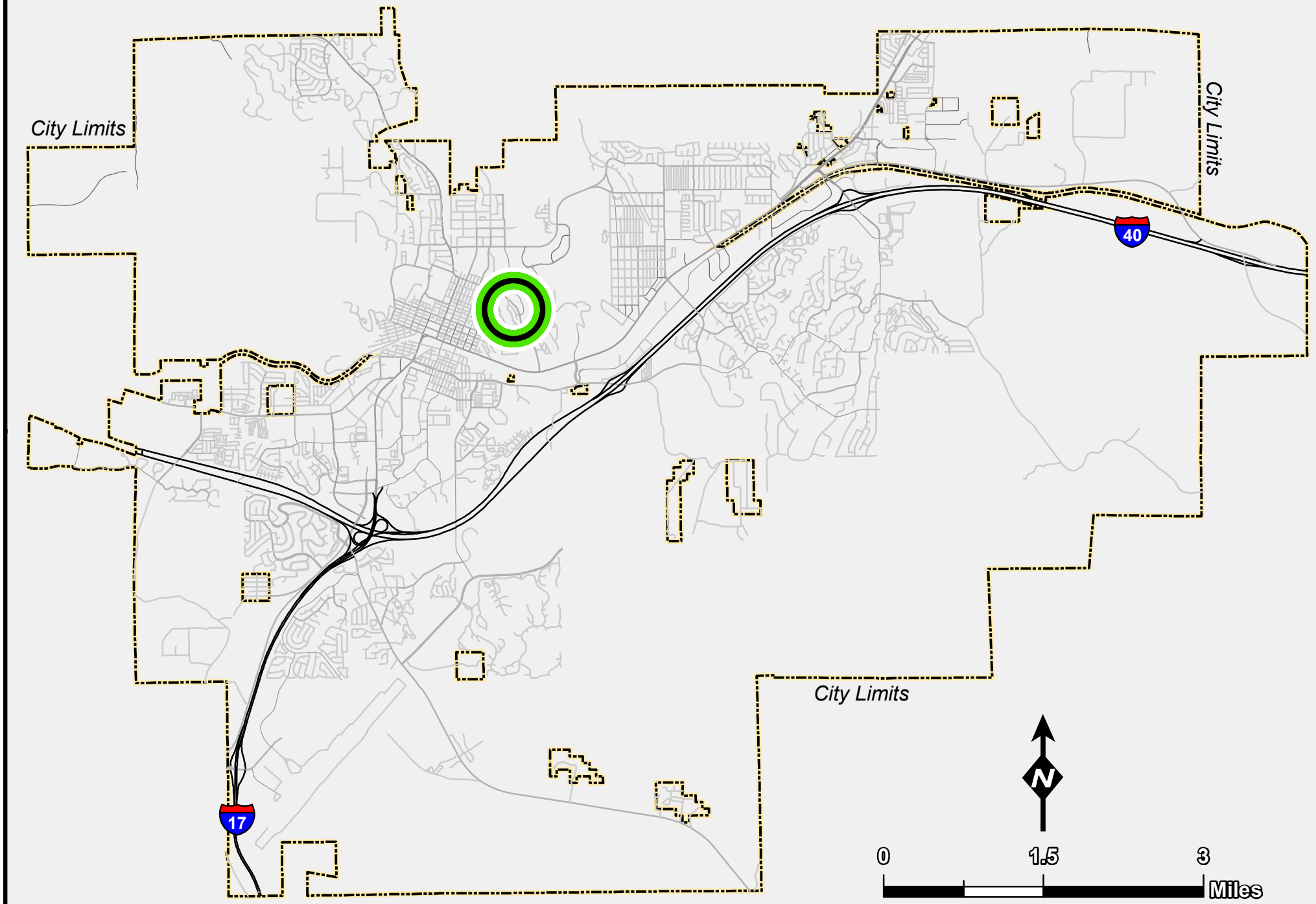
Contract allowances of up to 5%, 7.5% or 10% may be added to all design/bid/build design and construction contracts. The allowance is based on the engineer's estimate OR the lowest responsible bid (whichever is lowest), and will be included in the recommendation of award by City Council.

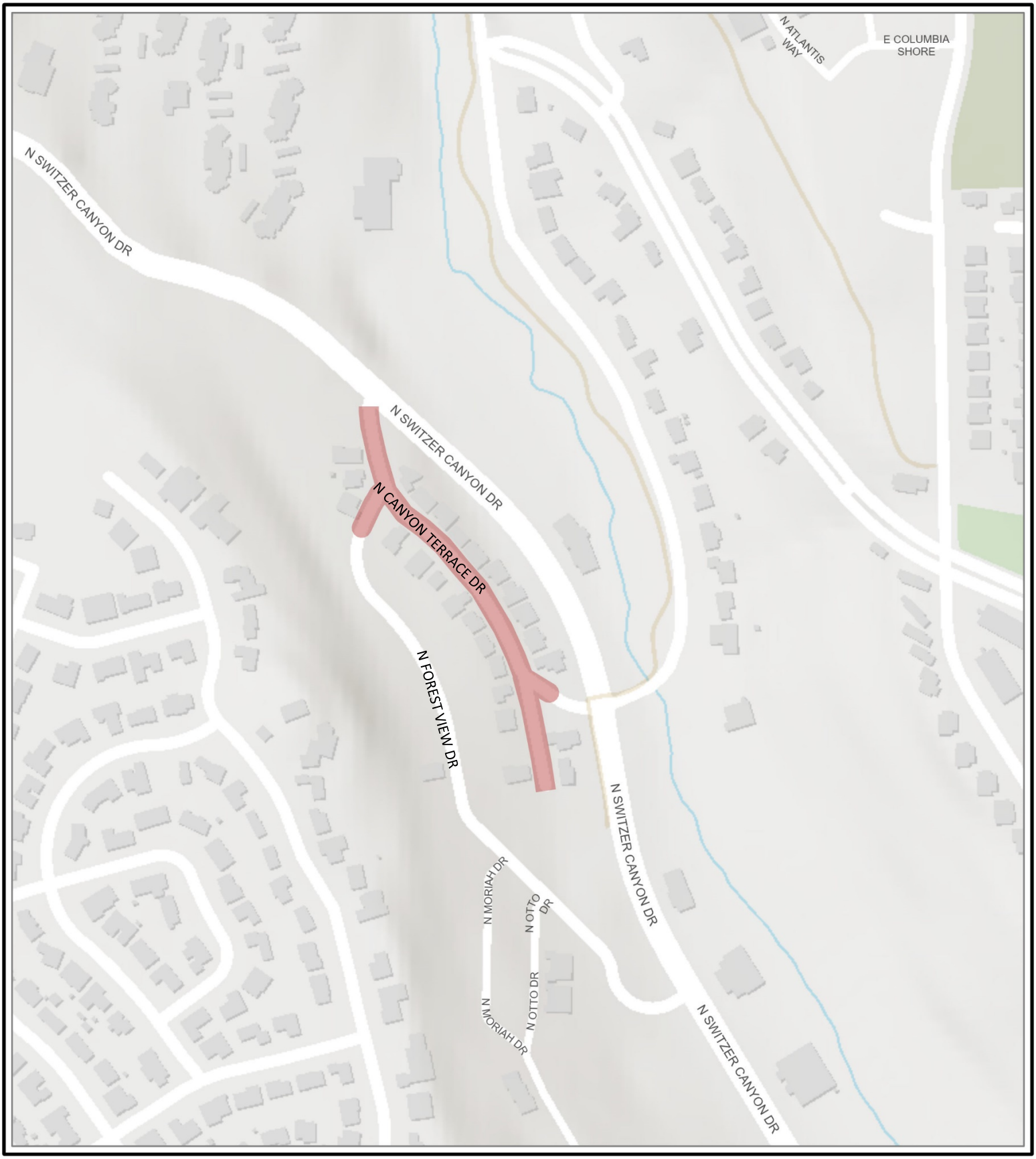
Contract Amount	Contract Allowance
Over $1,000,000 in value	allowance of up to 5%
$250,000 - $1,000,000	allowance of up to 7.5%
Below $250,000	allowance of up to 10%

Administrative Change Order

Up to ten percent (10%) Administrative Change Order (ACO) amount may be included in all design/bid/build design and construction contracts only to be considered by the City Council.

West Flag Improvements – Canyon Terrace





Canyon Terrace Vicinity Map

0 140 280 560 840 1,120

ft

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

1/26/2021 11:55 AM

CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)

Amended October 2020

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.
The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

(A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;

(B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;

(C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;

(D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG *Standard Details for Public Works Construction,* Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts. Proposals shall be considered irregular for the following additional reasons:

(A) If the Proposal contains unit prices that are obviously unbalanced.

(B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.
If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY:
(revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

reclaimed water shall apply. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:
When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:
Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:
The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:
The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:
1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. http://www.azdeq.gov/environ/air/asbestos/

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:
(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:
(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR:
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

  Definition of a crew;
  - personnel *(e.g. operator, laborer)*
  - equipment *(e.g. Cat 325 Excavator, 950 Loader)*
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday)*
  - work hours anticipated or scheduled per day *(e.g. 7:00 am to 3:30 pm)*

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ $ 43.00/hour
Inspector II @ $ 35.00/hour
Inspector I @ $30.00/hour
Lab Tech I @ $ 25.00/hour
Vehicle @ $1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

MONTH	*JANUARY*	*FEBRUARY*	*MARCH*	*APRIL*	*MAY*	*JUNE*
Monthly Calendar Days for Anticipated Adverse Weather	7 Days	7 Days	8 Days	6 Days	4 Days	3 Days
Average Monthly Precipitation	1.98”	1.96”	2.05”	1.34”	0.68”	0.51”
MONTH	*JULY*	*AUGUST*	*SEPTEMBER*	*OCTOBER*	*NOVEMEBER*	*DECEMBER*
Monthly Calendar Days for Anticipated Adverse Weather	12 Days	11 Days	7 Days	5 Days	5 Days	6 Days
Average Monthly Precipitation	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.
The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS:
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:

(revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS:
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:
(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING
(revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

Poa pratensis	Kentucky Bluegrass (mix of three varieties)	70%
Lolium perenne	Perennial Rye Grass	10%
Festuca rubra	Creeping Red Fescue	20%

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (http://az.gov/webapp/noi/main.do) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	*(Lolium multiflorum)*	30 lbs/acre
Oats	(*Avena sativa)*	60 lbs/acre
Regreen©	(*Triticum aestivum x Elytrigia elongata)*	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING

(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.)*

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation
Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing:
(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS
(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1 GENERAL:
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

SPECIAL PROVISIONS
City of Flagstaff, Arizona
West Flag Improvements:
Canyon Terrace Dr.

City of Flagstaff Project Number:

03-20007



Prepared by:
Peak Engineering, Inc.
110 N Agassiz Street
Flagstaff, AZ 86001
PH: 928-774-4046
FAX: 928-774-4206
EMAIL: tom@peakegr.com

Peak Project No: 18COF03

October 5, 2020

Table of Contents

PART 100 GENERAL CONDITIONS 4
SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS 4
SECTION 104 – SCOPE OF WORK 4
SECTION 105 – CONTROL OF WORK 6
SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC 8
SECTION 109 – MEASUREMENTS AND PAYMENTS 12
PART 200 – EARTHWORK 13
SECTION 201 CLEARING AND GRUBBING 13
SECTION 205 ROADWAY EXCAVATION 13
PART 300 – STREETS AND RELATED WORK 14
SECTION 301 SUBGRADE PREPARATION 14
SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE 14
SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT 14
SECTION 329 TACK COAT 15
SECTION 336 PAVEMENT MATCHING AND SURFACE TREATMENT 15
SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE 16
SECTION 342 INTERLOCKING CONCRETE PAVER INSTALLATIONS 17
SECTION 345 ADJUSTING FRAMES, COVERS AND VALVE BOXES 17
SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS 17
PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL 19
SECTION 401 TRAFFIC CONTROL 19
SECTION 405 SURVEY MONUMENTS 19
SECTION 430 LANDSCAPING AND PLANTING 20
PART 500 – STRUCTURES 21
SECTION 505 CONCRETE STRUCTURES 21
PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION 22
SECTION 601 TRENCH EXCAVATION, BACKFILLING AND COMPACTION 22
SECTION 610 WATERLINE CONSTRUCTION 22
SECTION 615 SANITARY SEWER LINE CONSTRUCTION 26
SECTION 625 MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS 28
PART 700 – MATERIALS 29
SECTION 701 AGGREGATE 29
SECTION 710 ASPHALT CONCRETE 29
SECTION 725 PORTLAND CEMENT CONCRETE 29
SECTION 750 IRON WATER PIPE AND FITTINGS 29

Appendices:

Appendix A	Report on Geotechnical Investigation
Appendix B	APS & Century Link Supplemental Utility Information
Appendix C	Utility Information Exhibits

MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2019 EDITION, CITY OF FLAGSTAFF GENERAL PROVISIONS, AND CITY OF FLAGSTAFF ENGINEERING STANDARDS ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 100 GENERAL CONDITIONS

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.6 SUBCONTRACTORS' LIST

(Revise to include)

The Contractor shall submit a subcontractor list to the City with the proposal pamphlet. It shall include the list of anticipated subcontractors and the dollar amount and percentage of contract work that each subcontractor will perform.

SECTION 104 – SCOPE OF WORK

104.1.1 GENERAL

(Revise to include the following)

The project generally includes new roadway construction of Canyon Terrace Dr. from Switzer Canyon Dr. to Switzer Canyon Dr., new waterline, new sewer line, and water and sewer services along the same. The scope of work presented in these Special Provisions and the accompanying construction plans more specifically include the following:

- Surface improvements (asphalt pavement section, sidewalks, and curb and gutter)
- Drainage improvements (valley gutters)
- Removal and relocation of existing improvements (signs, etc.)
- Water Main Replacements (including new connections to existing water mains, fire hydrants and water services)
- Sewer Main Replacements (including new connections to existing sewer mains and sewer services)
- Street signage
- Miscellaneous improvements (appurtenance & manhole adjustments)

104.1.2 MAINTENANCE OF TRAFFIC

(Revise to include the following)

Any full street closures will require the approval of the City and involve adequate re-routing (as approved by the City Traffic Engineer), notification of media, notification of residents and businesses in the project area and along the proposed route, and adequate temporary signage/signals. All street restrictions or closures must be coordinated with emergency responders.

The Contractor shall be required to provide no less than one (1) week advance written notice of all street closures and traffic restrictions to all affected property owners, business owners, and residents, including those properties on a detour route. The notice shall be submitted to the City for review and shall include

the projected date and duration of the closure and alternate detour routes. Each notice shall include the Contractor's name, contact person and local 24-hour telephone number as well as the City Project Manager's name and telephone number.

Construction Phasing Plan:

A detailed Construction Phasing Plan must accompany the Traffic Control Plan submitted to the Owner. This Construction Phasing Plan must show the schedule, duration, and location of all construction items and activities throughout completion of the Project. The Construction Phasing Plan must coordinate with the Traffic Control Plan. The Contractor will be required to present the plans to the Owner within seven (7) days of Notification of Award. The Owner shall promptly review the plans and either approve them or provide a written list of the items that will require revision. The Contractor shall submit the corrected plans within five (5) calendar days of receiving the Owner's list of required revisions. The corrected plans submittal shall address all comments from the Owner's list of required revisions.

Bidding and Construction Phasing Plans must conform to these requirements.

Traffic Safety:

At the time of the pre-construction conference, the Contractor shall designate an employee who is qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. This person shall be available during non-construction hours in case of any traffic control and/or safety items that need to be handled in an urgent manner. Traffic control shall include pedestrian, bicycle and vehicular traffic.

Sanitation Pickup:

Regular residential sanitation pickup in the Switzer Ridge/mesa neighborhood every Wednesday (Trash) and Thursday (Recycle). Bulk trash pickup occurs approximately every 5 weeks with the specific schedule found on the City of Flagstaff website at: http://www.flagstaff.az.gov/DocumentCenter/View/50309.

Dumpster pick up varies from location to location; coordinate with the City's Environmental Division and the property owner for pick-up days. When construction activity interferes with sanitation pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. The Solid Waste Division of the Public Works Department contact is (928) 213-2110. The contact number for Waste Management is (928) 779-6050. If trash or recycle pickup is obstructed by the construction activity, the Contractor will be responsible for proper disposal.

Emergency Access:

All roadway closures shall be coordinated by the Contractor with Traffic Engineering and the City's Project Manager at least 1 week in advance of the closures. The Contractor shall submit the closure for approval to the Traffic Engineer, copy the information to the City's Project Manager, and forward the street closure information to the Fire Department, Police Department, and Emergency Medical Services after approval.

US Postal Service and Other Delivery Services Access:

The Contractor shall be responsible for maintaining access for postal service and other delivery services, within the project area at all times. The Contractor shall coordinate this work to avoid interruption of mail service and other delivery services. Should an existing mailbox be damaged by construction activity,

the Contractor shall promptly remove and replace the damaged mailbox in kind, including post and foundation, at no cost to the resident or the City.

The Contractor shall maintain mailboxes, and/or provide temporary mailboxes, so that no disruption of mail service and other delivery services shall occur. If mail and or other delivery service disruptions are anticipated, the Contractor shall notify the City's Project Manager, Inspector, affected property owner and/or resident(s), the United States Post Office, and/or other delivery services at least 48 hours in advance.

104.2 ALTERATION OF THE WORK

104.2.3 DUE TO EXTRA WORK

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 104.2.3.

(Revise to include the following)

At the pre-construction meeting, the contractor will submit for review and approval, equipment and personnel rates that may be used to assist in determining compensation for extra work performed. These rates may be used when determining the cost of extra work if bid unit line items do not exist in the original proposal. Profit, taxes and markup for all extra work will be in accordance with the appropriate MAG sections if bid unit line item prices are not used.

The following contract allowances are included and hereby incorporated into the contract documents as follows:

Trench Rock Excavation. See City of Flagstaff Amendments to MAG Standard Specifications Section 601.2.1.

Unsuitable Material. See City of Flagstaff Amendments to MAG Standard Specifications Section 205.2.

Subgrade Stabilization shall include all equipment, labor and materials necessary to stabilize the subgrade after unsuitable material has been removed and replaced with materials that conform to the project specifications. The Contractor is responsible for coordinating proposed solutions that may be acceptable to the City of Flagstaff. Proposed solutions (including the use of geogrid) will be paid out of the Subgrade Stabilization Allowance bid item.

SECTION 105 – CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS

(Revise as follows)

The Contractor shall submit electronic copies of each shop drawing, product data, or mix design to the City for review. Only materials to be used on this specific construction project shall be submitted.

The General Contractor shall review and stamp all shop drawings and product data for conformance with the construction documents prior to submission. Any shop drawings or product data not reviewed and stamped by the General Contractor will be returned without review. Items not in accordance with the contract drawings shall be so noted upon the Contractor's review.

Any shop drawing not checked and initialed by the supplier/detailer prior to submitting for engineering review will be returned without review. Any changes from the original drawings shall be noted by the submitting party. Any changes not called out shall be considered not in accordance with the contract documents unless specifically noted otherwise.

Shop drawings shall not replace the contract drawings. Items omitted or shown incorrectly and not noted by the reviewer are not to be considered changes to the contract drawings. Reviewing is intended as an aid to the Contractor in obtaining correct shop drawings. It is the Contractor's responsibility to assure that items are constructed in accordance with the contract drawings.

Any engineering design performed by others and submitted for review shall bear a seal of an engineer registered in the appropriate jurisdiction and discipline. The adequacy of designs and layouts performed by others rests with the designing or submitting party.

The construction documents may not be reproduced for use as shop drawings.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 105.2.1 & 105.2.2

105.2.2 RECORD DRAWING (AS-BUILT PLANS)

(Revise to include the following)

ADEQ Certificates of Approval to Construct Water Facilities:

- #20190285 – Water Facilities (Canyon Terrace Drive)

and Construction Authorizations for Sewage Collection Systems:

- #20190285 – Construction Authorization for a Sewage Collection System (Canyon Terrace Drive)

City and ADEQ approved as-built record drawings shall be provided to the City in PDF/A format from the original source.

105.5 COOPERATION OF CONTRACTOR:

(revise to include the following)

The Contractor's Project Manager and Project Superintendent shall attend weekly construction progress meetings. The Contractor shall be prepared to discuss construction schedule, construction activities planned for the upcoming two (2) weeks (submit proposed two (2) week schedule), problems, issues, any information required by the City's Project Representative, construction staking, business/residence/citizen complaints, safety, traffic control and pedestrian access requirements, weather delays experienced during the previous week, disposal of materials, access/construction coordination with businesses/residences, inspection/testing, overtime worked during the previous week, payments, water/sewer service disruption, submittals, field orders/field changes and any other business as necessary. The Contractor shall prepare meeting agendas and meeting minutes. Minutes shall be distributed within four (4) working days after the meeting.

Public Involvement: At the time of the Pre-construction Conference, the Contractor shall designate an employee that is fully responsible for coordination with the public, including but not limited to; the property

owners, renters, leasers, Public media, the City of Flagstaff Public Information Officer and Mayor/Council. This person shall be qualified and experienced in public coordination and shall be available during all periods of construction to coordinate any issues.

Protection of Work: The Contractor is required to protect work during inclement weather. The Contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

105.8 CONSTRUCTION STAKES, LINES AND GRADES:

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 105.8.

(revise to include the following)

Unless noted otherwise in the contract documents, the Contractor shall lay out the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. Any dimension or grade errors shall be immediately transmitted in writing to the City's Project Manager for clarification, before proceeding with the work.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

(revise to include the following)

107.2 PERMITS:

The City of Flagstaff Capital Improvements Department will prepare Temporary Entry Permits for the work to be done on private property as needed. A copy of these permits will be provided to the Contractor and shall be kept on site during construction.

Erosion Protection and Site Restoration

Erosion control shall be in accordance with Section 431 of the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction. BMP's are shown on the construction documents for the Contractor's use, however the contractor shall modify BMP's as needed to control erosion. The SWPPP shall be kept and maintained on site during construction.

Measurement and Payment

Measurement shall include all items required to comply with the requirements of the AZPDES permit program and City of Flagstaff requirements. The cost for obtaining and complying with the AZPDES permit, inspection documentation, erosion control devices and all work associated with stormwater protection shall be included in the pay item for SWPPP.

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

(revise as follows)

The West Flag Improvements: Canyon Terrace Dr. improvement project includes work associated with disconnecting, removing, disposing, and abandoning existing AC waterlines in-place. The Contractor is responsible for all work associated with these activities to complete the project as shown on the construction documents.

The Contractor shall strictly follow City of Flagstaff requirements regarding the handling, removal and disposal of asbestos containing materials. Detailed instructions are shown on the construction plans.

All work relating to the removal and disposal of materials as described above shall be incidental to the project and no separate payment shall be made for this work.

107.6 PUBLIC CONVENIENCES AND SAFETY

REMOVAL OF PARKED VEHICLES

(revise to include the following)

Whereas on-street parking currently exists within the project limits, the Contractor shall give written notice, describing the proposed work and parking restrictions, to each adjacent business or residence. Written notice (with specific dates of anticipated construction work) shall be given at least one week in advance of the work. In the event that the work requires removal of parked vehicles, the Contractor shall coordinate removal to the nearest convenient side street at the Contractor's expense. No separate payment will be made for this work.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction and Section 430 of these special provisions.

(revise to include the following)

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible.

Prior to construction commencing, the Contractor shall prepare a video recording of the project area that adequately shows each private property within the project corridor to document existing conditions. A copy of this video shall be provided to the City in a viewable format.

As part of the work, the Contractor is responsible for replacing and/or restoring landscaping (including but not limited to fences, gates, brick pavers, retaining walls, landscape rock walls or rock barriers, parking bumpers, driveway materials, private signage, etc.), and any other owner improvements impacted by construction of the project (e.g. water meter and PRV installation, removal of the existing water meter and box, sewer service/clean outs, storm drain/catch basins, fire hydrants, driveway match backs, slope match backs, and gate adjustments) not otherwise called out on the construction plans.

Protection of Existing Trees and Vegetation:

Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

1. Provide protection for roots over 1-1/2 inch in diameter that are cut during construction operations. Coat cut faces with an acceptable coating formulated to use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out, cover with earth as soon as possible.

2. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations in manner acceptable to the City's Project Manager. Employ a licensed arborist to repair damage to trees.

3. Replace trees that cannot be replaced and restored to full-growth status, as determined by the City Project Manager.

The Contractor is responsible for trimming trees/landscaping to provide sight clearance for signage, driveways, and other construction improvements. Trimming and protection of trees/landscaping is addressed further in Section 201 Clearing and Grubbing.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(revise to include the following)

The Contractor is responsible for providing written notification to each affected resident at least 48 hours prior to any disruption to water or sewer service in the construction area. The notice must include the exact time of the disruption of service and the expected duration of the loss of service. The Contractor shall schedule shut offs as to minimize disruption to the public. Any night or weekend work request shall be submitted to the Owner in writing 48 hours prior and approved before the construction activity is performed. Protection of existing utilities during the Contractor's operation is considered incidental to

the line item that is being performed in the area of the existing utility. On Hutcheson the concrete slurry bank for electrical lines is shallow, the contractor shall take care not to damage electrical lines.

Locations of underground utilities shown on the plans are to be regarded as approximate only. Limited potholing was conducted along Canyon Terrace Dr. The information from the potholing, performed by Adams Trenching in Spring 2019, was incorporated into the plans. Not all underground utilities were potholed, and potholing was based on utility map information furnished by the City of Flagstaff and franchise utilities. If an existing utility is not shown on the utility map information provided, it was not potholed. The intent of potholing was to determine if conflicts exist between the proposed water line, sewer line, and existing utilities. Conflicts may still exist that are not noted on the plans. The Contractor is required to locate all utility conflicts before work is started in the area. Sewer services are shown horizontally based on City of Flagstaff sewer logs, depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Water services are shown horizontally based on surveyed water meters; depths are assumed relative to existing waterline depth.

The Contractor shall protect existing water, sewer, electrical, communications, and gas service lines where the proposed work crosses individual service lines. Not all service lines are shown on the plans and it is the Contractor's responsibility to determine their location in the field. Protection or repair of existing service lines is considered incidental. In the event that there is a physical conflict between an existing service line and the proposed work, the Contractor shall immediately notify the City of the conflict. The City's Project Manager will decide as to how the conflict will be resolved. Any extra work required as a result of an unforeseen service conflict will be ordered and paid for in accordance with City of Flagstaff Amendments to MAG Standard Specifications Section 104.2.3.

UTILITY COORDINATION

The Contractor shall coordinate utility relocations with the appropriate utility franchise and provide sufficient time for response prior to construction of proposed improvements (6 weeks minimum).

Utility company contacts are listed below:

Altice (formerly SuddenLink)	Sanford Yazzie	(928) 226-0672
Arizona Public Service	Ryan Weisner	(928) 773-6414
CenturyLink	Manny Hernandez	(928) 779-4935
Unisource	Martin Conboy	(928) 226-2269

The Contractor is responsible for locating and coordinating all utility conflicts/relocations in a timely manner as to not delay construction work. Coordination shall include, but not be limited to, direct contact and coordination with all public and private utilities, potholing, survey staking of new improvements, coordination between separate utilities, coordination between sub-contractors and utilities.

APS utility poles and down guys shall remain in place unless otherwise noted on the plans. The Contractor is responsible for maintaining the integrity of utility poles and down guys during construction. No separate payment shall be made for protecting, bracing, shoring or otherwise protecting utility poles. An existing APS pole on David Dr. requires relocating, contractor is responsible for coordination.

Altice plans to relocate/replace some of their existing utility lines within the project limits. Schedule for utility relocation is unknown. The contractor shall coordinate with Altice for schedule and/or new utility locations.

Unisource plans to relocate/replace some of their existing utility lines within the project limits. Schedule for utility relocation is unknown. The contractor shall coordinate with Unisource for schedule and/or new utility locations.

SECTION 109 – MEASUREMENTS AND PAYMENTS

109.4 COMPENSATION FOR ALTERATION OF WORK:

(Revise to include)

Allowance and Contingency items will only be paid if explicitly authorized in a City of Flagstaff Construction Field Order from the City's Project Manager.

PART 200 – EARTHWORK

SECTION 201 CLEARING AND GRUBBING

201.1 DESCRIPTION:

The work under this section shall be in accordance with Section 201 of the MAG Standard Specifications and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction and as modified herein.

201.2 PRESERVATION OF PROPERTY

(revise to include the following)

Trees NOT identified for removal on the construction plans, including trees less than 12" diameter and that are within the construction limits are intended to be removed as part of clearing and grubbing unless otherwise indicated on the plans.

Prior to tree removal, the contactor shall perform a field visit with the City to determine if any trees called out for removal can be left in place. If any tree removals are in conflict with private or public property, including power lines, the Contractor is required to provide protection or relocation of the conflict as approved by the City.

The Contractor shall trim all existing trees, hedges and shrubs within the right-of-way that overhang or conflict with new or existing public improvements. Hedges and shrubs shall be trimmed to 6" from the back of sidewalk unless otherwise directed by the City. All work associated with tree, hedge and shrub trimming is included in the Clear and Grub Pay Item.

SECTION 205 ROADWAY EXCAVATION

(revise to include the following)

The work under this section shall be in accordance with Section 205 of the MAG Standard Specifications and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction and as modified herein.

205.2 UNSUITABLE MATERIAL:

(revise to include the following)

See the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

PART 300 – STREETS AND RELATED WORK

SECTION 301 SUBGRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 301 of the MAG Standard Specifications, the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Section 13-21-001-0301.3, and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

301.8 PAYMENT:

(revise as follows)

No separate payment will be made for Subgrade Preparation, it is incidental to roadway construction.

SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 310 of the MAG Standard Specifications and COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Section 13-21-001-0310.2.

310.5 PAYMENT:

(revise as follows)

Payment for aggregate base course shall be included in the contract unit prices for items of work that include aggregate base course.

SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.1 DESCRIPTION:

The work under this section shall be in accordance with Section 321 of the MAG Standard Specifications, COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0321.5, 13-21-001-0321.5.3, 13-21-001-0321.5.4, and 13-21-001-0321.6, and the Report on Geotechnical Investigation prepared by Speedie & Associates dated November 15, 2018 (Project No. 181932SF).

321.2 MATERIALS AND MANUFACTURE:

The asphalt concrete mix designation for this project shall be ¾". See Specification Section 710.2.1 for Asphalt Binder.

321.8 PLACEMENT:

(revise to include the following)

Sufficient trucks shall be available to enable paving to proceed continuously. Failure to provide a sufficient number of trucks may be considered a failure of the Contractor's responsibilities under Section 108.6 of the MAG Standard Specifications.

321.12 MEASUREMENT:

(revise to include the following)

Asphalt concrete will be measured by the square yard of material complete in place including base material (ABC), subgrade preparation, and tack coat.

321.13 PAYMENT:

(revise to include the following)

Payment for asphalt construction will be paid for at the contract price per square yard for asphalt concrete pavement section.

SECTION 329 TACK COAT

329.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 329.

PAYMENT:

(replace with the following)

No separate payment shall be made for Tack Coat. Payment for Tack Coat is incidental to the cost of the Asphalt Concrete Pavement.

SECTION 336 PAVEMENT MATCHING AND SURFACE TREATMENT

336.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 336 of the MAG Standard Specifications, the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Section 13-21-001-0336.2.4, and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.1 DESCRIPTION

(revise to include the following)

The work under this section shall be in accordance with Section 340 of the MAG Standard Specifications and COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0340.2 and 13-21-001-0340.3 and as modified herein.

340.3 CONSTRUCTION METHODS

The existing roll curb along Canyon Terrace does not match the dimensions of MAG Standard Roll Curb details. Where new roll curb is replacing the existing roll curb, the contractor shall match the dimensions, height, width, and radii, of the existing roll curb as closely as possible.

340.6 PAYMENT

(revise to include)

Doweling and expansion joints are incidental to the installation of concrete.

340.7 ACCEPTANCE

(revise to include new section)

In accordance with Section 107.10, the Contractor is responsible for protecting the finish surface of concrete by keeping footprints, names, etc., from becoming part of the finished product. This may require special scheduling of materials, delivery and/or manpower. All defaced concrete will be replaced by the Contractor at no extra cost to the City. Patching is not acceptable.

SECTION 342 INTERLOCKING CONCRETE PAVER INSTALLATIONS

342.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 342 of the MAG Standard Specifications and COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0342.2.1, 13-21-001-0342.2.4, 13-21-001-0342.3.3, 13-21-001-342.3.4 and 13-21-001-342.3.6.

SECTION 345 ADJUSTING FRAMES, COVERS AND VALVE BOXES

345.1 DESCRIPTION

(revise to include the following)

The work under this section shall be in accordance with Section 345 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0345.2 and 13-21-001-0345.3 and as modified herein.

Manholes shall be adjusted to existing roadway grade per the City's Engineering Detail.

SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION

(revise to include the following)

The work under this section shall be in accordance with Section 350 of the MAG Standard Specifications, the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction and as modified herein.

This work includes removal of all existing improvements within the Construction Limits shown on the plans.

Existing fire hydrants to be removed shall be salvaged and delivered to the City of Flagstaff Utilities yard at 5401 E. Commerce Ave., Flagstaff AZ 86004. Contractor shall salvage and deliver only the nozzle (yellow part) portion of the fire hydrant, from the traffic flange and above. All other fire hydrant materials shall be disposed. Contractor shall schedule delivery of salvaged fire hydrants through the City's Engineering Construction Inspector.

Where called for on the plans, the contractor shall remove and dispose valve box, cover, and concrete collar and abandon the valve in place.

Where called for on the plans, the contractor shall remove and dispose manhole collar, ring, frame and cover, and cone. If there is no cone, remove and dispose upper 36" of brick, and fill manhole base with slurry and abandon in place.

350.2 CONSTRUCTION METHODS:

Asphalt and concrete shall be sawcut at the construction limits. For asphalt and concrete driveway match-up, the sawcut shall be a straight line. For paver driveway match-up, the pavers shall be removed to a neat edge. The Contractor is responsible for maintaining the edge during construction.

350.2.1 Utilities

The removal of existing improvements shall be conducted in such a manner as not to injure active utilities or any portion of the improvement that is to remain in place.

A utility may be abandoned in place below a new major structure that is part of the work only if approved by the Agency and solidly filled with grout using methods approved by the City. For manholes the manhole collar, ring, frame and cover, and cone shall be removed and disposed. If there is no cone, remove and dispose upper 36" of brick. Fill manhole base with slurry, plug inlet/outlet if necessary. All abandoned utilities to remain and the approved abandonment method shall be noted on the installation record drawings.

Removal of asbestos containing material shall be in accordance with the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 107.5.4.

All underground utility construction must be conducted via trench removal and the surrounding asphalt must be protected in place until full roadway removal and replacement is started.

350.3 MISCELLANEOUS REMOVAL AND OTHER WORK:

(B) Remove and reset mailboxes shall be in accordance with Specification Section 450.

350.4 PAYMENT

Payment for removal, salvage & storage driveway pavers shall be at the contract unit price bid and shall constitute full payment for equipment, tools, labor, storage, replacement necessary to complete the work. Broken pavers shall not be reinstalled. Broken pavers shall be replaced with new pavers matching existing.

PART 400 – RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 TRAFFIC CONTROL

401.1 DESCRIPTION

(revise to include the following)

The work under this section shall be in accordance with Section 401 of the MAG Standard Specifications and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

SECTION 405 SURVEY MONUMENTS

405.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 405 of the MAG Standard Specifications and COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-03-002-0007 and 13-21-001-0405.2 and as modified herein.

All right-of-way centerline monuments shall be set as part of this project. Existing right-of-way monuments shall be reset in accordance with Section 13-03-005-0004 of the City Engineering Standards. In locations where right-of-way centerline monuments are missing, monument locations shall be calculated by a registered land surveyor in the State of Arizona and new monuments shall be set by the same.

405.3 CONSTRUCTION

(revise to read)

Survey monuments shall be set by a licensed land surveyor registered in the State of Arizona. Survey monuments shall be installed accurately per City of Flagstaff Engineering Detail 3-02-070

Monument information shall be documented in accordance with section 13-03-002-0007 of the City Engineering Standards. Information on the as-built plans shall be furnished by a registered land surveyor and include all the information listed in the City engineering standards, Section 13-03-002-0007(I). including, but not limited to: City assigned point number, street location, monument type, and NAVD88 elevation. The surveyor shall submit a shop drawing of the proposed monument locations, per City of Flagstaff Engineering Standards, through the Contractor to the City for approval prior to setting the new monuments. The surveyor shall prepare and record a Record of Survey map showing the monuments found and set. This map shall include the City's unique identifying number for each point. The Result of Survey shall be reviewed and accepted by the City prior to recordation.

Any survey monuments with boxes and covers shall be adjusted to grade by the Contractor without disturbing the survey monument.

405.4 MEASUREMENT

(revise as follows)

Survey monuments on Canyon Terrace shall be measured by lump sum for all monument constructed and accepted.

SECTION 430 LANDSCAPING AND PLANTING

430.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 430 of the MAG Standard Specifications, the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction, and as modified herein.

403.2 GENERAL

(revise to include the following)

The contractor shall prepare shop drawings showing proposed landscaping for replacement of landscape materials to pre-existing conditions. Shop drawings shall include at a minimum the location, number, size, and type of plantings.

430.10 MEASUREMENT AND PAYMENT

Payment for replacing and/or restoring site, landscaping and owner's improvements to the pre-existing condition using in-kind materials, shall be lump sum per the contract bid and shall be full compensation for furnishing all shop drawings, labor, materials, tools, and equipment and for performing all work necessary to complete the landscaping operation to include planting of trees, shrubs, ground cover, and irrigation.

PART 500 – STRUCTURES

SECTION 505 CONCRETE STRUCTURES

501.1 DESCRIPTION

The work under this section shall be in accordance with Section 501 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0505.3, 13-21-001-0505.6, and 13-21-001-0505.6.2.

PART 600 – WATER, SEWER, STORM DRAIN AND IRRIGATION

SECTION 601 TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION

The work under this section shall be in accordance with Section 601 of the MAG Standard Specifications, the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0601.2.3, 13-21-001-0601.2.9, 13-21-001-0601.4.3, and 13-21-001-0601.4.4 and the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction.

Trench Rock Excavation is defined by the City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction Section 601.2.1

601.4 FOUNDATION, BEDDING, HAUNCHING, BACKFILL AND COMPACTION

The bedding material shall be granular material ¾" max size per City of Flagstaff Engineering Details.

601.7 PAYMENT

Payment for Trench Rock Excavation shall be at the contract unit price bid and shall constitute full payment for equipment, tools, labor, disposal necessary to complete the work.

SECTION 610 WATERLINE CONSTRUCTION

610.1 DESCRIPTION

The work under this section shall be in accordance with Section 610 of the MAG Standard Specifications, the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, and as modified herein.

The Contractor shall notify residents 96 hours in advance of any scheduled water service interruption. Contractor shall submit water service interruption notifications to the City's Project Manager for approval prior to distribution. Unless otherwise approved by the City's Project Manager water service interruptions shall begin no earlier than 8:00 AM.

610.4 CONSTRUCTION METHODS

(revise to include new section)

The contractor is responsible for determining safe working and separation distances between existing live water mains and new utility mains during construction. In locations where maintaining a safe working distance is not possible the contractor shall identify the means for maintaining utility service during construction, in the Utility Phasing Plan, see Section 610.11.

If the Utility Phasing Plan includes cutting and capping an existing water main and leaving a portion of the dead-end water main in service, the cap shall be an MJ cap and include thrust restraint in accordance with MAG Standard Det. 380 or joint restraint per MAG Standard Det. 303 as needed to construct the proposed improvements and maintain water service to adjacent residents.

610.4.2 Laying Pipe:

(revise as follows)

To the extent feasible avoid joint deflection and bending the pipe on a radius.

Fittings shall be installed using joint restraints per MAG Standard Detail 303 instead of thrust blocks unless otherwise allowed by the City's Project Manager.

610.4.3 Blocking and Restraints

(revise as follows)

Joint restraints shall be used in lieu of thrust blocks except where there is insufficient distance to properly restrain the pipe. Joint restraints shall be Meg-A-Lug or approved equal. 11.25° fittings shall be restrained the same length as 22.5° fittings.

If allowed thrust blocks shall be per COF Engineering Standards table 13-21-002-0380.

610.5 SEPARATION:

610.5.5 Extra Protection:

(revise to include the following)

Extra protection waterline shall be constructed with Class 350 Ductile Iron Pipe (DIP). Extra protection sewer line shall be constructed with Class 150 Ductile Iron Pipe (DIP). Ductile iron pipe material shall be constructed in accordance with MAG Specification Section 750 and the City of Flagstaff Revisions to MAG Uniform Standards Specifications and MAG Uniform Standard Details.

(delete paragraphs 5, 11, & 14)

Paragraph 5 (2) shall be encased in 6 inches of concrete for the horizontal distance of the line that requires extra protection but for a distance no less than ten (10) feet horizontal.

Paragraph 11 (2) encasement of both the existing water line and the new sewer line in six (6) inches of concrete for the horizontal distance of the lines that require extra protection but for a distance no less than ten (10) feet horizontal.

Paragraph 14 (b) encasement of the new sewer line in 6 inches of concrete for the horizontal distance of the line that requires extra protection but for a distance no less than ten (10) feet horizontal.

610.6 POLYETHYLENE CORROSION PROTECTION:

610.6.1 General:

(revise to include the following)

All ductile iron pipe, valves and fittings shall be protected from corrosion by encasement in a polyethylene protective wrapping.

610.9 FIRE HYDRANTS:

(revise to include the following)

Fire hydrant installation shall include the materials shown in City of Flagstaff Engineering Detail 13-03-011 including, but not limited to, the gate valve, box, cover, & collar, MJ DIP pipe and fittings, thrust blocking, gravel, and pad, and be installed per City of Flagstaff Engineering Standards Section 13-09-006-0006.

610.11 CONNECTION TO EXISTING MAINS

(revise to include the following)

See Section 13-21-001-0610.10 of the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details

Prior to starting construction, the contractor shall provide a Utility Phasing Plan. The intent for utility construction is to, to the greatest extent possible, maintain water and sewer utility service to properties & residences during construction using existing mains and service lines. The Utility Phasing Plan shall communicate with sufficient detail how the contractor plans to accomplish this. The Contractor shall revise the Utility Phasing Plan per city Comments.

When maintaining service is not possible, in addition to notifying residents & property owners in accordance with the special provisions, the contractor shall ensure that the shutdown will be the shortest possible time (8-hours maximum). For service down time longer than allowed, the contractor shall provide utility service to residences until service is restored. The Utility Phasing Plan shall be tied to the contractor's critical path schedule. The Utility Phasing Plan shall include at a minimum the following elements:

- Shop drawing of waterline construction plan showing:
    - Construction phasing;
    - Locations where existing water mains will be removed from service during construction;
    - Locations of caps for temporary dead-end water lines that will remain in service during all or part of construction.
    - Locations of plugs for permanent water line abandonment.
- Temporary Utility Service Plan for service down time longer than allowed. Temporary Utility Service Plan shall at a minimum include:
    - Shop drawing in plan view showing location of temporary water mains and water services;
    - Narrative describing the plan.
- Schedule, including anticipated duration of temporary water service.

Contractor shall verify location and depth of existing waterlines and notify the City's representative of any conflict with any proposed improvements. For connection to existing waterlines the Contractor shall expose the existing waterline and make the connection as instructed by the City of Flagstaff after the City conducts a field inspection.

610.13 METER SERVICE CONNECTIONS

(revise to include the following)

Water meters shall be installed per City of Flagstaff Engineering Standards Section 13-09-003-0008 and the City of Flagstaff Engineering Details.

The Contractor shall salvage and reuse existing water meters. Salvaged water meters shall be labeled with the residential/commercial address associated with the meter and approximate station where the water meter was removed. Meters shall be packaged, protected and stored in a manner approved by the City's Project Manager until reinstalled.

Water meters shall be installed at the original residential/commercial address per the City of Flagstaff Engineering Details at the locations shown on the waterline plans. The water service connection shall be installed as necessary to avoid utility conflicts. Water meter shall be reinstalled by the City of Flagstaff.

The private side connection for the residential and commercial water services shall be performed by the appropriately licensed Contractor.

In locations where water services are being replaced and the existing curb and gutter is not being replaced as part of the roadway improvements, removal and replacement of the curb and gutter is incidental to water service replacement.

610.16 MEASUREMENT AND PAYMENT

(revise to include the following)

Payment for work under this section will be made in accordance with Subsection 610.16 of the MAG Standard Specifications at the contract unit prices complete and in place, which price shall be full compensation for the work, as described and specified herein and on the project plans, or as determined by the Owner's Engineer. Waterline pipe is measured horizontally in plan view in 2 dimensions. No separate payment shall be made for horizontal or vertical bend fittings, tees, crosses, elbows, restraints, blocking/anchors, reducers or couplers. No separate payment shall be made for preparation and implementation of the Utility Phasing Plan, including but not limited to temporary water main caps and thrust restraints, temporary utility service, removal of existing water main required for installation of the new water main. Removal and replacement of improvements not specifically called for on the plans, such as curb and gutter, required for construction of water mains is incidental to the waterline construction.

Measurement and payment for extra protection of water mains includes pipe for both water and sewer mains at crossings and shall be per the contract unit prices and shall include all materials and labor for a complete and operational service installation.

Measurement and payment for new water services includes water service taps, meter placement, and service connections and shall be per the contract unit prices and shall include all materials and labor for a complete and operational service installation. Work also includes proper disconnection of existing water services. Measurement and payment for new water services also includes curb removal and replacement, sidewalk removal and replacement, and removal and replacement of private improvements such as driveways or landscaping, in kind, not specifically identified on the plans, as required for water service construction. Measurement and payment for new water services also includes adjustment of meter boxes to finished grade. Payment shall be at the contract unit prices and shall include all materials and labor for a complete and operational service installation. Curb removal and replacement shall be to the nearest joint. Sidewalk removal and replacement shall be to the nearest joint. Water meter boxes located in driveways or other locations that could see vehicle traffic shall be installed with a traffic rated water meter box per COF Engineering Detail 9-03-080A. Traffic rated box is incidental to water meter construction.

(G) **Fire Hydrants:** Measurement and payment for fire hydrant assemblies shall be the number of fire hydrants installed and shall include the 6-inch ductile iron pipe and fittings, gate valve, and all other

materials, labor, and equipment necessary for a complete installation as shown in COF Engineering Detail 13-03-011.

Measurement and payment for new fire hydrant assemblies also includes curb removal and replacement, sidewalk removal and replacement, and removal and replacement of private improvements such as driveways or landscaping, in kind, not specifically identified on the plans, as required for fire hydrant assembly construction.

SECTION 615 SANITARY SEWER LINE CONSTRUCTION

615.1 DESCRIPTION

The work under this section shall be in accordance with Section 615 of the MAG Standard Specifications, and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-002-0440.1 and 13-21-002-0440.2 and as modified herein.

The Contractor shall conform to the requirements of the Arizona Department of Environmental Quality (ADEQ) for all water construction. Reference: Title 18, Chapter 9 of the Arizona Administrative Code. Where ADEQ construction requirements differ from the requirements of the Standard Specifications, or these Special Provisions, the more restrictive provisions shall apply.

Contractor shall maintain full sewer service to the adjacent community, with the exception of minimal shutdown as required to install replacement sewer line and new connections. Contractor shall ensure that full sewer service is restored to all customers at the close of business each day. Sewer construction phasing, bypass pumping, and shutdowns shall be included in the Utility Phasing Plan, see Section 610.11.

Construction of new sewer services to existing sewer mains includes reconnection to the existing service at the property line and to the existing wye at the sewer main.

615.5 PIPE INSTALLATION

(revise to include the following)

When a shutdown of an existing sewer is necessary in order to construct replacement lines, the Contractor shall schedule a pre-shutdown conference with the Contractor's representative, City Inspector, and City Project Manager. This conference shall establish the timeline and procedures to ensure that the shutdown will be the shortest possible time (8-hours maximum). Contractor may temporarily need to bypass pump sewage flow around the immediate construction site. After the procedures and time for a shutdown are agreed upon, it shall be the Contractor's responsibility to notify all affected customers in advance, that sewer service will be interrupted. Customers shall be notified no less than seventy-two (72) hours in advance, except for emergency situations. Notification shall be in writing giving the reason for the shutdown, and the time and duration that sewer service will be shut off. All shutdown notifications to the customers must be approved by the City Project Manager.

All ductile iron pipe, valves and fittings shall be protected from corrosion by encasement in a polyethylene protective wrapping per MAG Specification Section 610.6.2.

615.5.1 SEWAGE BYPASS

(revise to include new subsection)

If needed for the construction of the new sewer main, the Contractor may choose to maintain sewer service during the construction period by means of a sewage bypass system. The temporary sewer system shall be installed and tested prior to the removal of existing sewer main. The Contractor shall design and provide all labor, materials, and equipment to install and operate a sewage bypass system that bypasses sewage flows around each sewer rehabilitation work area. Each bypass system shall extend the entire length of the section of pipeline rehabilitation and shall remain in operation until the sewer rehabilitation work is complete and accepted by the Engineer. All bypass flows shall be discharged into a downstream sanitary sewer manhole. Bypass flows shall not be directed to ground surface receiving waters, storm drains, or wherever groundwater contamination is possible. The bypass system shall maintain flow to prevent wastewater backup into customer fixtures or discharge to the environment.

The design of the bypass system is the responsibility of the Contractor and shall be prepared and submitted to the Engineer for review and approval. The Contractor shall have each bypass system in place and tested before bypassing any sewage. The Contractor shall notify the Engineer 48 hours prior to shutting down or bypassing the pipeline to be rehabilitated.

Equipment shall be equipped with a specially designed, acoustically-silenced enclosure intended for use in any application where pumping is required, and engine and other noise must be kept to a minimum. The sound levels shall be within the limits specified in the City of Flagstaff codes or 69dBA at 30 feet. The bypass pumping system shall be of adequate capacity and size to handle the required flows with redundancy to bypass if the largest temporary pump is out of service.

The Contractor shall consider the existing conditions and ground features when designing and installing the aboveground discharge pipe system. Access to driveways shall be maintained.

615.5.1.3 SYSTEM MONITORING

(revise to include the following)

The wastewater levels in the upstream and discharge manholes shall be continuously monitored for the first 24-hours of operation by an on-site representative of the Contractor. After the first 24-hours of monitoring, the Engineer may allow the Contractor to perform monitoring only during daytime hours so long as the site is secured. The representative shall be Contractor staff and/or a subcontractor that has been directly responsible for the bypass pumping of sewage flows during completion of a similar pipeline rehabilitation project. The qualifications of the staff or subcontractor shall be submitted to the Engineer for approval 10 business days prior to any bypass pumping work.

The Engineer may also allow for the bypass pumping system to be removed at the end of construction each day and or week, provided the new sewer main in the sewer rehabilitation work area has been connected to the existing sewer main and sewage flow has been confirmed.

615.5.1.4 SYSTEM MAINTENANCE

(revise to include the following)

The Contractor shall provide qualified personnel on-site to maintain the bypass system for the entire time the bypass system is in operation, up to 24 hours per day 7 day per week. The Contractor shall maintain sufficient on-site equipment and materials to ensure continuous and successful operation of the bypass system. This includes a sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping,

fuel, and other parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.

All equipment shall be placed on a new plastic tarp, adequately sized and bermed to protect against fuel, oil, and hydraulic fluid spills. The Contractor is responsible to notify the Engineer for immediate and proper cleanup should any spill occur, regardless of amount. The Contractor shall repair, without cost to the Owner, any damage that may result from its negligence, inadequate or improper mechanical or electrical failures.

615.5.1.5 MEASUREMENT AND PAYMENT

(revise to include the following)

Bypass pumping required to install the sewer system as shown on the plans while keeping the mains in service is considered incidental to the sewer items on the bid form with no additional compensation.

615.8 SANITARY SEWER TAPS

(revise to include the following)

Sanitary sewer service taps in accordance with COF Addendum to MAG Uniform Standard Details for Public Works Construction, including but not limited to Sections 13-21-002-0440.1 and 13-21-002-0440.3.

Measurement and payment for sewer services also includes curb removal and replacement, sidewalk removal and replacement, and removal and replacement of private improvements such as driveways or landscaping, in kind, not specifically identified on the plans, as required for service construction. Payment shall be at the contract unit prices and shall include all materials and labor for a complete and operational service installation. Curb removal and replacement shall be to the nearest joint. Sidewalk removal and replacement shall be to the nearest joint.

615.9 SANITARY SEWER CLEANOUTS

(revise to include the following)

Sanitary sewer service cleanouts in accordance with COF Addendum to MAG Uniform Standard Details for Public Works Construction, including but not limited to Sections 13-21-002-0440.1 and 13-21-002-0440.3.

615.16 MEASUREMENT AND PAYMENT

(revise to include the following)

(B) Sanitary Sewer Service Lines and Taps:

Payment shall include removals and improvements as indicated on the construction plans.

(C) Sanitary Sewer Cleanouts: No separate measurement and payment will be made for sewer cleanouts. Sewer cleanouts shall be included in the cost of the sewer service.

(D) Sanitary Sewer services include removal and replacement of curb and gutter, sidewalk, and landscaping where required for sewer service replacement.

SECTION 625 MANHOLE CONSTRUCTION AND DROP SEWER CONNECTIONS

625.1 DESCRIPTION

The work under this section shall be in accordance with Section 625 of the MAG Standard Specifications, COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0625.3, 13-21-002-0420, 13-21-002-0422, 13-21-002-0424, 13-21-002-0426, and the City of Flagstaff Engineering Standards Addendum issued on 10/8/2018 revising Sections 13-21-002-0420 and 13-21-002-0422 that requires all new manholes to be constructed without steps.

PART 700 – MATERIALS

SECTION 701 AGGREGATE

701 GENERAL

The work under this section shall be in accordance with Section 701 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0702.1 and 13-21-001-0702.2.2.

SECTION 710 ASPHALT CONCRETE

710.2.1 Asphalt Binder:

(Revise as follows)

The asphalt binder specified by the City of Flagstaff for use on this project shall be PG 58-28.

SECTION 725 PORTLAND CEMENT CONCRETE

725 GENERAL

The work under this section shall be in accordance with Section 725 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Sections 13-21-001-0725.1, 13-21-001-0725.3, and 13-21-001-0725.5.

SECTION 750 IRON WATER PIPE AND FITTINGS

750.1 CAST IRON WATER PIPE

The work under this section shall be in accordance with Section 750 of the MAG Standard Specifications and the COF Revisions to MAG Uniform Standard Specifications and MAG Uniform Standard Details, including but not limited to Section 13-21-001-0750.1.

END OF SPECIAL PROVISIONS

Appendix A

Report on Geotechnical Investigation

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

www.speedie.net

REPORT ON GEOTECHNICAL INVESTIGATION

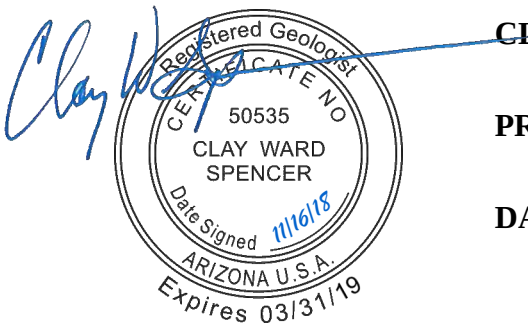
DESIGNATION: City of Flagstaff Road Improvements

LOCATION: North Canyon Terrace Drive, East David Drive, and East Hutcheson Drive

CLIENT: Peak Engineering

PROJECT NO: 181932SF

DATE: November 15, 2018



SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

TABLE OF CONTENTS

1.0 INTRODUCTION 1

2.0 GENERAL SITE AND SOIL CONDITIONS 1

2.1 Site Conditions 1
2.1.1. East Hutcheson Drive 1
2.1.2. East David Drive 1
2.1.3. North Canyon Terrace Drive 2
2.2 General Subsurface Conditions 2

3.0 ANALYSIS AND RECOMMENDATIONS 3

3.1 Analysis 3
3.2 Site Preparation 4
3.3 Fill and Backfill 6
3.4 Utilities Installation 7
3.5 Mill and Overlay 8
3.6 New/Completely Reconstructed Asphalt Pavement 9
3.7 Preventative Maintenance Plan 11

4.0 GENERAL 12

APPENDIX – Field and Laboratory Data



1.0 INTRODUCTION

This report presents the results of a subsoil investigation carried out at the site of proposed roadway improvements on East Hutcheson Drive, East David Drive, and North Canyon Terrace Drive in Flagstaff, Arizona.

At the time of the investigation preliminary information indicated that the desire is to conduct mill and overlay and pavement replacement on East Hutcheson Drive, East David Drive, North Canyon Terrace Drive. The intent of this investigation was to obtain information regarding the existing asphalt, aggregate base, and subgrade soils for pavement design, as well as general soil/rock profile and trenching conditions. Traffic counts were not available at the time of this report.

If any significant changes are made in the scope of work or type of construction that was assumed in this report, we must review such revised conditions to confirm our findings if the conclusions and recommendations presented hereafter are to apply.

2.0 GENERAL SITE AND SOIL CONDITIONS

2.1 Site Conditions

2.1.1. East Hutcheson Drive

The proposed improvement area includes a portion of Hutcheson Drive between East Fine Avenue and David Drive. Hutcheson Drive primarily serves as access to the Cherry Hill neighborhood, and is subjected to light passenger vehicles and some local delivery/construction traffic. Drainage is to the west and to the south. Pavement at the time of investigation was in moderate condition, and exhibited transverse block cracking and moderate amounts of alligator cracking. A chip seal coat has been applied to the roadway surface within the last 5 years.

2.1.2. East David Drive

The proposed improvement area includes a portion of David Drive between Hutcheson Drive and North William Road. David Drive services residential properties within the Cherry Hill neighborhood. Drainage is to the south. At the time of the investigation, pavement was in moderate to poor condition and exhibited moderate alligator cracking, transverse and longitudinal block cracking, and trench failure along the west side of the road south of the valley gutter. Visible distress was observed due to tree roots. A valley gutter crosses the road approximately 930 feet south of the intersection of David Drive and Hutcheson Drive.

2.1.3. North Canyon Terrace Drive

The proposed improvement area includes the entirety of Canyon Terrace Drive. Canyon Terrace Drive services residential properties off of Switzer Canyon Road. Drainage is generally to the south. At the time of the investigation, pavement was in poor condition and exhibited severe alligator cracking, patches of previously repaired pavement sections, and severe transverse and longitudinal block cracking. These transverse cracks are as wide as 4 to 6 inches in some locations. Stripping of fines and spalling was also apparent on the majority of the roadway. In some areas, the asphalt surface has completely degraded into a gravel surface.

2.2 General Subsurface Conditions

The structural section of the roadways are quite variable (see Table 2.2.1). The aggregate base observed consisted of a cinder based material in some locations and a crushed aggregate in other locations. Native subsoil conditions are relatively variable at the 4 boring locations. The upper native soils consist of highly plastic "fat" clay with sand, clayey sand with gravel, and silty sand with gravel. Large basalt boulders or basalt bedrock was encountered at B-3 and B-4. Standard Penetration Resistance Tests (SPT) values range from 13 to greater than 50 blows per foot. SPT values of 50+ were typically encountered in the strata identified as moderately weathered basalt boulders or bedrock. Based on visual and tactile observation, the upper soils were typically in a moist to wet state at the time of investigation. Laboratory testing indicates liquid limits in the range of non-plastic to 64 percent with plasticity indices ranging from non-plastic to 41 percent. Percent passing the 200 sieve ranged from 14 to 78 percent. The existing pavement structural sections are summarized in the table below:

Table 2.2.1 – Existing Asphalt Conditions

Location	Boring	Asphalt Thickness	Aggregate Base
Canyon Terrace Drive	B-1	4.5"	4.0"
Hutcheson Drive	B-2	3.5"	3.0"
David Drive	B-3(1)	3.75"	4.0"
David Drive	B-4(1)	3.5"	4.0"
Canyon Terrace Drive	C-1	4.38"	-
Canyon Terrace Drive	C-2	4.0"	-
Canyon Terrace Drive	C-3	4.4"	-
Canyon Terrace Drive	C-4	5.0"	-
Canyon Terrace Drive	C-5	4.19"	-
Canyon Terrace Drive	C-6	4.06"	-
Canyon Terrace Drive	C-7	5.25"	-

Table 2.2.1 – Existing Asphalt Conditions

Location	Boring	Asphalt Thickness	Aggregate Base
Canyon Terrace Drive	C-8	4.75	-
Hutcheson Drive	C-9	3.25”	-
Hutcheson Drive	C-10	3.125”	-
Hutcheson Drive	C-11	2.9”	-
Hutcheson Drive	C-12	2.81”	-
Hutcheson Drive	C-13	2.88”	-
Hutcheson Drive	C-14	2.63”	-
Hutcheson Drive	C-15	4.1”	-
Hutcheson Drive	C-16	2.88”	-
David Drive	C-17	4.25”	-
David Drive	C-18	3.65”	-
David Drive	C-19	4.13”	-
David Drive	C-20	3.5”	-
Note 1: Aggregate base consisted of a cinder based product			

No free groundwater was encountered at the time of our investigation to the depths investigated of 5.5 to 11.5 feet.

3.0 ANALYSIS AND RECOMMENDATIONS

3.1 Analysis

Analysis of the field and laboratory data indicates that subsoils at the site are marginally suitable for support of the proposed paving. Based on the existing moisture contents and clayey nature of subsoils, the subgrade will most likely become unstable once the existing pavement is removed. If unstable subgrade is encountered, subgrade stabilization will be necessary.

It is understood that mill and overlay is desired for Canyon Terrace Drive, Hutcheson Drive, and for the northern portion of David Drive. Pavement conditions and asphalt thickness were used to opine if mill and overlay is feasible. It is our opinion that of the three roads investigated, only the northern section of David Drive is suitable for an edge mill and overlay option. Hutcheson Drive, Canyon Terrace Drive, and the southern portion of David Drive are, in our opinion, not suitable for an edge mill and overlay option and will require full reconstruction. Options are provided for mill and overlay where appropriate and full reconstruction where not.

The existing structural sections encountered on David Drive were constructed on a cinder based aggregate base course. This was standard engineering practice for roadways in this area at the assumed time of the roadway's construction. The use of cinder based aggregate base courses is no longer considered acceptable as these materials have been observed to degrade over time under flexible pavements. Section 3.6 presents various structural sections with associated capacities for consideration depending on anticipated traffic volumes. These sections assume using new imported aggregate base meeting the MAG/Coconino County Standard Specifications. When transitioning from existing roadways to new roadways, all new pavement sections should meet or exceed the thickness of the existing pavement or be graded accordingly to maintain drainage within the aggregate base.

Depending on final grades and the pavement section selected, it may be possible to salvage a portion of the existing pavement and aggregate base by cold-milling and blending to create a subbase for the new pavement section. This would require selective stockpiling of the material as additional subgrade will require removal to maintain final elevations, and is only feasible in areas where non-cinder aggregate base has been used. For areas where full replacement will occur, allowance should still be made for at least 6 inches of new ABC under paving to meet local engineering standards/minimum design requirements. If approved by the City, consideration may be given to using less than 6 inches of new ABC by replacing half of the AB structural section with 200 percent (%) of reclaimed subbase. For example use 3 inches new ABC over 6 inches of reclaimed subbase.

The clayey and silty subgrade soils may be sensitive to excessive moisture content and may become unstable at elevated moisture contents. Accordingly, it may be necessary to compact soils on the dry side of optimum. The reduced moisture content under pavements should only be used upon approval of the engineer in the field.

With clayey/silty soils as subgrade beneath pavements, there is potential for the underlying finer grained soils to migrate into the aggregate base over time. This potential is increased in areas of wet unstable subgrade and decreases the strength and stability of the aggregate base. If geogrid is used for subgrade stabilization purposes, consideration should also be given to utilizing a geotextile non-woven filter fabric at the interface of the aggregate base and the subgrade to attempt to limit this migration. If utilized, the filter fabric should be placed below the geogrid (not above) so that it does not interfere with the interlock of the aggregate with the geogrid.

3.2 Site Preparation

For areas requiring full depth reconstruction of the roadway surfaces, pavement reconstruction will require the complete removal of the existing asphalt surface to be replaced with a new structural section

of asphalt surface on new aggregate base. Millings from the existing pavement may be reused if they meet MAG/Coconino County Standard Specifications and are selectively stockpiled. This removal process will likely disturb the underlying subgrade. After removal of the existing asphalt and aggregate base, the subgrade will require fine grading and compaction prior to the placement of new ABC and asphalt. Additional subgrade removal may be necessary to allow for a thicker structural section in some areas. The subgrade should be compacted to at least 95 percent of maximum dry density per ASTM D-698. The subgrade should be proof rolled with a heavy rubber tired vehicle such as a loaded water truck to locate unstable areas per MAG 301.

Anytime existing subgrade that has been covered with asphalt is opened up, it is not uncommon to find soft or loose, wet subgrade that will not stabilize or achieve the compaction required. It should be noted that the subgrade soils were moist at the time of the investigation. Depending on site conditions during construction, it is anticipated that some subgrade stabilization will be required. It is recommended to include a (time and materials) budget line to stabilize soft, wet subgrade in the most cost effective method. Several options are available including allowing time to dry out, removal and replacement with additional subbase (usually 2 feet of stockpiled asphalt millings is sufficient), cement treating (MAG Section 311), or the use of geogrid such as Tensar BX1200 or equivalent per 2014 MAG Section 796 Type 2 with an additional 12 inches of aggregate base. Due to the number of means and methods available, potential for shallow utility conflicts, and other restrictions, there is no one method that may work best. Once suspect areas are stabilized to the satisfaction of the engineer, the ABC should then be installed.

If the use of geogrid is chosen for stabilization, there are some fine points of installation that can be critical to a successful result. While there are many geotextile products available, it is our experience that some provide better results than others when stabilization of soft subgrade soils are concerned. If a geogrid stabilization option is selected, the use of Tensar Geogrid BX1200, or equivalent polypropylene welded grid meeting 2014 MAG Section 796 Type 2 or ADOT 2008 Standard Specification 1014-3 is recommended. The use of geogrid for subgrade stabilization is not meant to increase the allowable ESAL's for pavement design for this project. The geogrid should be placed according to manufacturer's recommendations, with appropriate overlaps along their sides and ends. With the installation of geogrid for stabilization, a minimum of 12.0 inches of aggregate subbase course is recommended on top of the geogrid. Depending upon the severity of the instability, additional thickness of ABC, and filter fabric, may be required. With clayey/silty soils as subgrade beneath pavements, there is potential for migration of the underlying finer grained soils to migrate into the aggregate base over time. This potential is increased in areas of wet unstable subgrade and decreases the strength and stability of the aggregate base. With the use of geogrid for subgrade stabilization purposes, consideration should also be given to utilizing a geotextile non-woven filter fabric at the interface of the aggregate base and the subgrade to attempt to limit this migration. If utilized, the filter fabric should be placed below the geogrid (not above) so that it does not interfere with the interlock of the aggregate with the geogrid. The ABC should be moisture conditioned to optimum moisture content, ±2 percent prior to its placement on

the geogrid**. It is critical that the ABC is not moisture-conditioned in place, as any excess moisture may saturate the underlying subgrade and further decrease the stability of the clayey subgrade soils.** The aggregate base course material should be placed in a 12 inch lift and compacted to 95 percent of its maximum dry density, as determined by ASTM D698. **The first 12-inch lift should be placed full thickness prior to operating equipment over the geogrid.** Native soil should not be used as fill above the geogrid. **It is critical to provide and maintain positive drainage within the ABC material in order to minimize the potential for moisture infiltration and subsequent saturation of the underlying subgrade soils.**

3.3 Fill and Backfill

Native soils and milled asphalt are suitable for use in roadway subgrade and utility trench backfill. Oversized material (> 3 inches) should be removed or reduced in size. Imported fill, if required, should be the same or better quality as the existing subgrade. In general, it shall meet the following requirements:

Table 3.3.1 – Import Specifications

Specification	Common
Passing 3″/75mm	100%
Passing #200/.075mm	≤40%
Liquid Limit	<30%
Plasticity Index	<15%

Imported common fill for use in site grading should be examined by a Soils Engineer to ensure that it is of low swell potential and free of organic or otherwise deleterious material. The use of cinder material as fill and backfill should be avoided.

Although "clean" cinders often times meet these fill specifications for placement of common fill, they may pose difficulties during construction. Due to their granular nature and lack of sufficient fines, "clean" cinders are a free draining material. As a result, they may be difficult to properly moisture condition and water may infiltrate the cinders and saturate the underlying soils. This could result in an unstable support for pavement. Excess water, as a result of moisture conditioning, is often observed at the interface between the fill and underlying less permeable material. "Clean" cinders also pose difficulties in trenching operations due to the inability to excavate neat trenches. With the lack of fines and cohesive soils, the clean cinders generally slough and vertical walls are hard to maintain.

Fill should be placed on subgrade which has been properly prepared and approved by a Soils Engineer. Fill must be wetted and thoroughly mixed to achieve optimum moisture content, ±2 percent.

Granular fill (ASTM Classification GW, GP, SW, SP) can be placed on the dry side of optimum at the discretion of the geotechnical engineer on record. The clayey and silty soils may be sensitive to excessive moisture and may become unstable at elevated moisture contents. Accordingly, it may be necessary to compact soils on the dry side of optimum. The reduced moisture content under pavements should only be used upon approval of the engineer in the field.

Fill should be placed in horizontal lifts of 8-inch thickness (or as dictated by compaction equipment) and compacted to the percent of maximum dry density per ASTM D-698 as set forth below. **Frozen material shall not be placed, nor shall fill be placed upon frozen grade.**

A.	Sidewalk/Pavement Subgrade or Fill	95
B.	Utility Trench Backfill	
	1. More than 2.0' below finish subgrade	95
	2. Within 2.0' of finish subgrade (non-granular)	95
	3. Within 2.0' of finish subgrade (granular)	100
C.	Aggregate Base Course & Subbase Material	
	1. Below concrete slabs	95
	2. Below asphalt paving	100
D.	Landscape Areas	90

3.4 Utilities Installation

Depending on location, trench excavations for shallow utilities (3 to 4 feet) could encounter rock. Two out of the 4 borings encountered rock before 4 feet, with one boring encountering rock as shallow as 2 feet. Rock removal equipment will be necessary where rock is encountered. It is anticipated that trench walls will stand near-vertically for short periods of time required to install utilities. As the trench walls dry out, additional sloughing should be anticipated. Appropriate lay back or shoring of the trenches should be provided to protect workers entering the trenches. If trenches are greater than shoulder-height, precautions must be taken to protect workmen

Backfill of trenches above bedding zones may be carried out with native excavated material provided material greater than 8 inches is broken down or removed. Material up to 8 inches is allowed provided it does not impact the ability to properly compact the backfill lifts. Removing 3” to 8” material may make proper compaction more readily attainable. Material used for backfill of trenches should be moisture-conditioned, placed in 8 inch lifts and mechanically compacted. Water settling is not recommended. Compaction requirements are summarized in the "Fill and Backfill" section of this report.

3.5 Mill and Overlay

As previously indicated, mill and overlay options will work on the northern portion of David Drive. In general, asphalt thicknesses less than 3 inches do not hold up to the milling process. Edge corings along Hutcheson Drive C-10, C-11, C-12, C-13, C-14, and C-16 all measured to be less than 3 inches in thickness. While asphalt thickness on Canyon Terrace Drive will permit mill and overlay, pavement in this area is in poor enough condition that removal and replacement is recommended.

Given the current site grading, numerous fixed grade points, and erosion control systems it is assumed that a standalone overlay cannot be completed. Therefore, it is recommended to conduct an edge mill and overlay. This can be done by conducting an edge mill along the curb/edge of pavement and other fixed grade points to provide space for the overlay. It is recommended to mill to a depth of 1½ inches below the existing asphalt surface, tapering to zero inches at a distance of 8-feet away from the pavement edge. Using the taper option will allow for a slightly thicker section of asphalt to be placed back, adding to the structural capacity of the pavement. Areas where pavement is tied in to curbs and/or gutters should be milled to provide space for the new overlay allowing for ¼ inch of asphalt above the lip of the curb/gutter elevation.

An asphalt overlay will eventually result in a similar crack pattern as the old cracks reflect through to the surface. Prior to overlaying, consideration can be given to installing a crack reducing interlayer product. This could consist of a Petromat® 4597 (www.geotextile.com) paving fabric or approved equal. Petromat ® is a non-woven polypropylene geofabric that is embedded in an asphalt tack coat on top of the old pavement prior to overlay. When overlaid, the heat of the new asphalt allows the asphalt binder to penetrate the fabric creating a stress absorbing layer that also adds protection against water intrusion through new cracks as they form. Alternates to using a Petromat could include GlasGrid or PavePrep products which have self-adhesive and can be placed over the crack to aid in reducing reflective cracking. Without one of the above products reflective cracking could begin to appear within 1-2 years from placement of the overlay. If larger cracks have occurred during the time of mill and overlay operations, cracking can be expected to begin within 2 years as a result of the highly cracked pavement surface.

If standard conventional mix asphalt is to be used, overlay the pavement with at least 1½ inches of new hot mix asphalt concrete with the edge of the pavement elevated ¼-inch above the lip of the gutter per MAG Detail 220-2. It is recommended that Maricopa Association of Governments (MAG) Standard Specification Section 710 be specified. Depending on the final overlay thickness a ½ or ¾ inch mix designation should be used, using the Marshall mix design for light traffic. While the ¾ inch mix has a somewhat rougher texture, it offers more stability and resistance to scuffing, particularly in truck turning areas. Pavement should be installed per the quality standard of MAG Standard Specification Section 322. Life expectancy is on the order of 5 to 10 years with maintenance. See Section 3.9 for additional material specifications. Deleting the

major crack repairs is possible with this option but early reflective cracking should be expected. This will increase maintenance requirements.

3.6 New/Completely Reconstructed Asphalt Pavement

It must be noted that all new asphalt pavements will eventually crack. Cracking in asphalt pavement is typical and should be expected over the life of the pavement. In fact, it has been our experience that we are seeing the onset of earlier aging and block shrinkage cracking in the new asphalt binders that are available. These require routine maintenance to prevent accelerated deterioration. Accordingly, it is highly recommended to establish a maintenance program where the cracks are routinely filled as they appear beginning at about the second year of life. It is also recommended that surface fog seal coats be considered beginning at about year 5 and every 5 years after. This will help preserve the pavement, extending the service life.

If earthwork in paved areas is carried out to finish subgrade elevation as set forth herein, the subgrade will provide adequate support for pavements. The section capacity is reported as daily ESALs, Equivalent 18 kip Single Axle Loads. Typical heavy trucks impart 1.0 to 2.5 ESALs per truck depending on load. It takes approximately 1200 passenger cars to impart 1 ESAL. In residential subdivisions, the worst offender, construction traffic, is often over looked. Buildout is relatively complete along these sections of roadway, so construction traffic may be minimal, however delivery traffic may increase volumes. Based on the existing structural sections, it appears that the existing roadways should have provided for approximately 3 to over 23 daily ESALs over a 20 year life. The age of the existing roadways and subsequent maintenance is unknown and it is therefore unknown if the pavement provided the anticipated life expectancy or not. Several structural sections have been provided to account for different traffic volumes. The designer/owner is ultimately responsible for choosing the appropriate section to meet the anticipated traffic volume and life expectancy.

Table 3.6.1 – City of Flagstaff Asphalt Pavement

Option	18 KIP ESAL's		Flexible Pavement	
	Daily	Total	AC	AB
A	5.9	42,901	3"	6"
B	13.1	95,4859	4"	4"
C	18.3	133,572	4"	5"

Note:

1. Designs are based on AASHTO design equations and Arizona Department of Transportation (ADOT) correlated R-values.

Pavement Design Parameters:

Assume: One 18 kip Equivalent Single Axle Load (ESAL)/Truck
Life: 20 years
Subgrade Soil Profile:
- % Passing No. 200 Sieve: 48% (avg)
- Plasticity Index: 21 (avg)
- R-value: 30.7 (per ADOT Tables and R-Value Tests)
- M_R: 8600 (per AASHTO formula)

Serviceability
- Initial: 4.5
- Final: 2.5

Reliability: 90%
Structural Coefficients:
- Asphalt <4": 0.39
- Asphalt >4": 0.42

These structural sections assume that all subgrades are prepared in accordance with the recommendations contained in the "Site Preparation" and "Fill and Backfill" sections of this report, and paving operations carried out in a proper manner. If pavement subgrade preparation is not carried out immediately prior to paving, the entire area should be proof-rolled at that time with a heavy pneumatic-tired roller to identify locally unstable areas for repair. Site drainage should be designed to ensure positive drainage of the base and sub base materials. Improper grading of sub base materials will drastically reduce the overall life of the pavement.

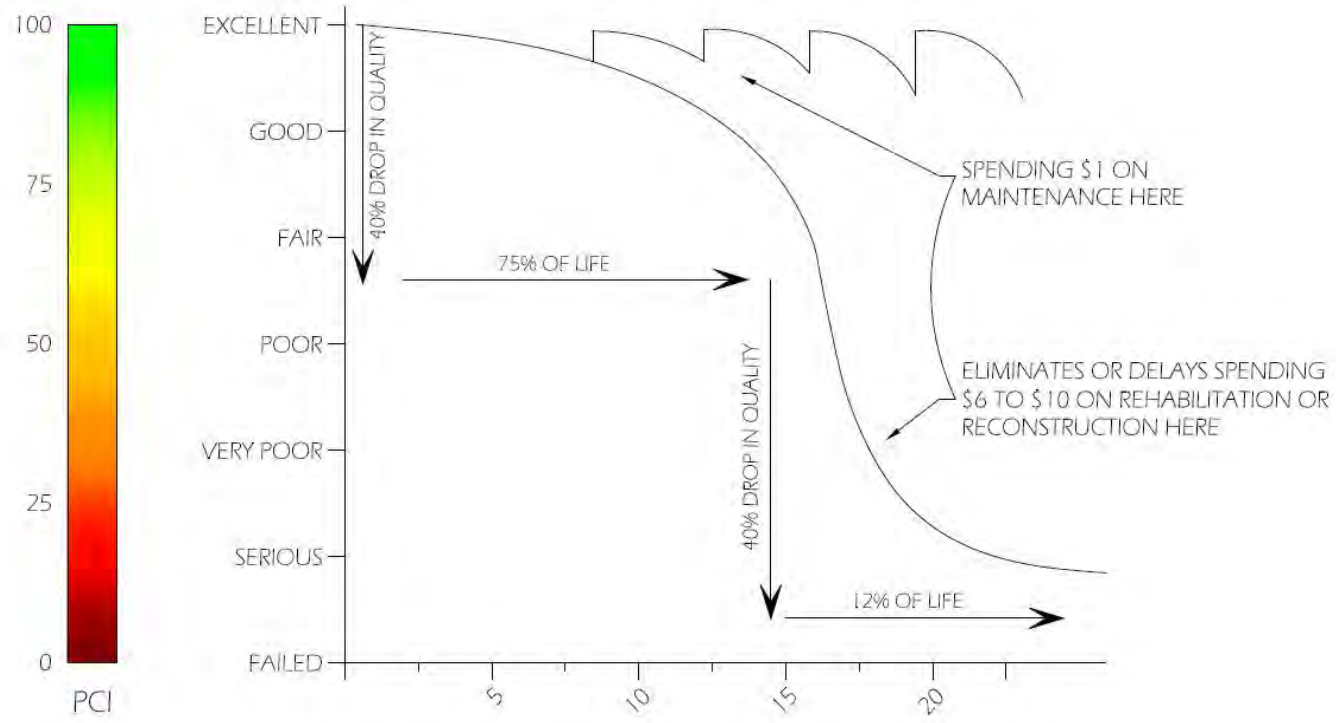
Pavement base course material should be aggregate base per M.A.G. Section 702 Specifications. Asphalt concrete materials and mix design should conform to M.A.G. 710 using the Marshall mix design criteria for low volume traffic and PG 58-28 for the asphalt grade. **Reducing the air void content to 3 percent** will aid in reducing thermal cracking typical in the area. It is recommended that a ½ inch or ¾ inch mix designation be used for the pavements. While a ¾ inch mix may have a somewhat rougher texture, it offers more stability and resistance to scuffing, particularly in truck turning areas. Pavement installation should be carried out under applicable portions of M.A.G. Section 321 and municipality standards. The asphalt supplier should be informed of the pavement use and be required to provide a mix that will provide stability and be aesthetically acceptable. Some of the newer M.A.G. mixes are very coarse and could cause placing and finish problems. A mix design should be submitted for review to determine if it will be acceptable for the intended use.

3.7 Preventative Maintenance Plan

In order to achieve an extended life in the pavement it is highly recommended that a maintenance plan be constructed to address the aging process of the pavement. It has been well documented that proper pavement maintenance will prolong the life of the pavement at a lower cost than letting the pavement age with no maintenance. Figure 3.7.1 shows through the Pavement Condition Index (PCI), a typical visual condition scale ranging from 0 (failed) to 100 (new), how spending money on pavement preservation at the correct time will be a significantly more cost effective means for extending the life of the pavement. As long as the pavement remains in a fair to excellent state, the cost of pavement preservation is relatively small. However, as the pavement deteriorates, the pavement life becomes significantly shorter and there is a change from preservation to rehabilitation, and reconstruction.

A well formed maintenance plan should include budgeting for crack sealing on an annual basis beginning the 2nd or 3rd year, and resealing every 4 to 5 years after. Budget estimates should assume that approximately 25 percent of the pavement areas will need isolated crack sealing every year. It is also recommended that surface fog seal coats be considered about year 5 and every 5 years after. This will help preserve the pavement surface as well as minimize the effects from moisture infiltration. Depending on the progression of the aging, more costly surface treatments such as thin overlays or slurry seals should be anticipated at the 15 to 20 year point of the pavements life.

Figure 3.7.1 - Life Cycle Cost Analysis



It is recommended that an initial PCI (Pavement Condition Index) survey be completed on all new pavements at around 4 years old, at which time the pavement should start showing signs of aging. The pavement condition survey will allow for better prediction modeling, permit planning of maintenance and operations, and maximize the life of the roadway. PCI surveys should be conducted every 3 to 5 years to determine progression of aging. A 10 year maintenance plan can be created with each one of these surveys to help for budgeting over a 10 year period.

4.0 GENERAL

The scope of this investigation and report does not include regional considerations such as seismic activity and ground fissures resulting from subsidence due to groundwater withdrawal, nor any considerations of hazardous releases or toxic contamination of any type.

Our analysis of data and the recommendations presented herein are based on the assumption that soil conditions do not vary significantly from those found at specific sample locations. Our work has been

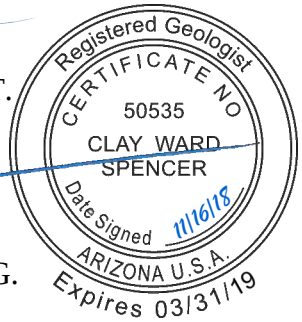
performed in accordance with generally accepted engineering principles and practice; this warranty is in lieu of all other warranties expressed or implied.

We recommend that a representative of the Geotechnical Engineer observe and test the earthwork and grading portions of this project to ensure compliance to project specifications and the field applicability of subsurface conditions which are the basis of the recommendations presented in this report. If any significant changes are made in the scope of work or type of construction that was assumed in this report, we must review such revised conditions to confirm our findings if the conclusions and recommendations presented herein are to apply.

Respectfully submitted,
SPEEDIE & ASSOCIATES, INC.

Garrett J. Chott, E.I.T.

Clay W. Spencer, R.G.



Gregg A. Creaser, P.E.



SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers

APPENDIX

FIELD AND LABORATORY INVESTIGATION

SOIL BORING LOCATION PLAN

SOIL LEGEND

LOG OF TEST BORINGS

TABULATION OF TEST DATA

PHOTOGRAPHS OF ASPHALT CORES

PHOTOGRAPHS OF SITE CONDITIONS

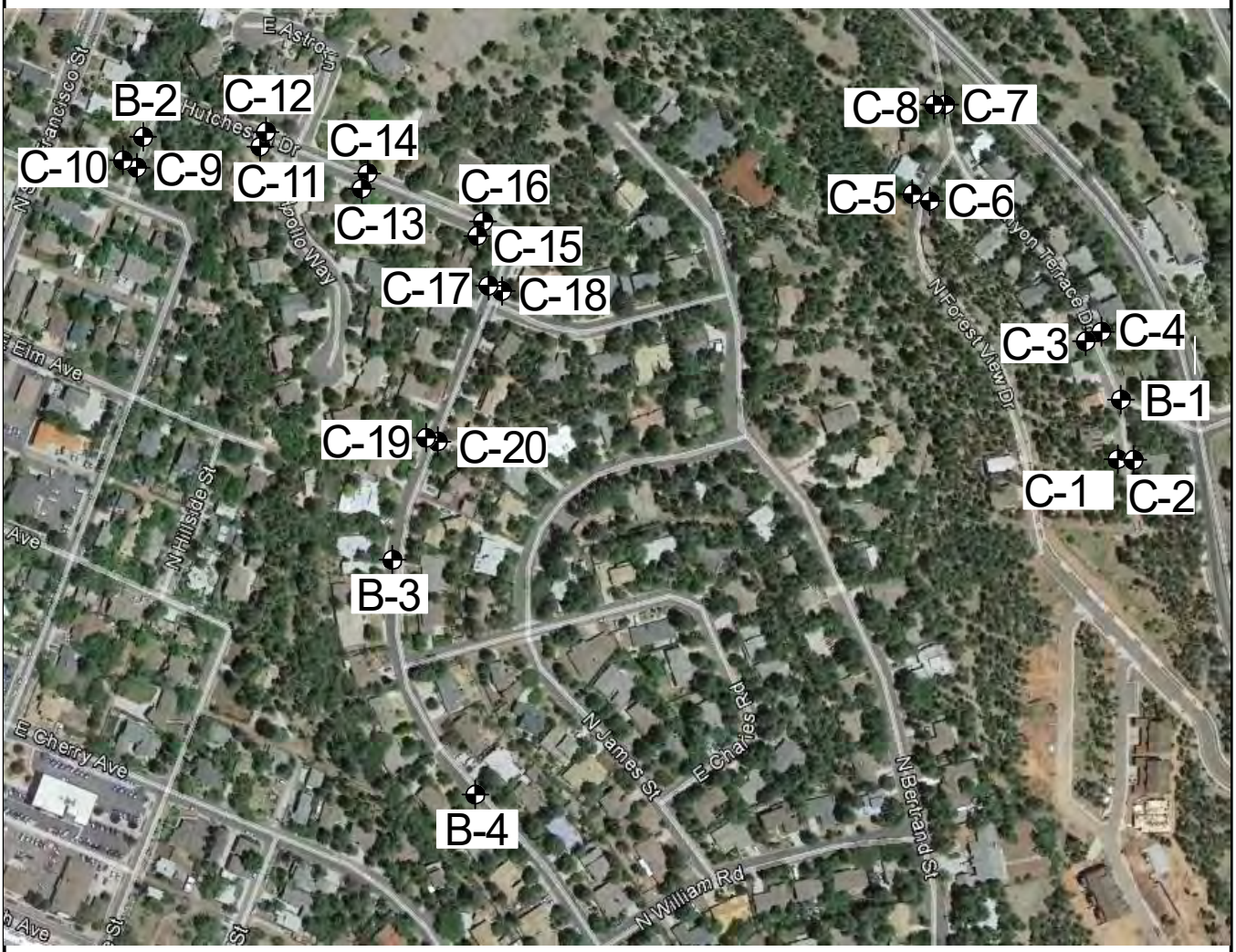
SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers

FIELD AND LABORATORY INVESTIGATION

On October 23rd and 25th, 2018, 4 pavement soil borings were excavated and 20 cores were taken at the approximate locations shown on the attached Soil Boring Location Plan. All exploration work was carried out under the full-time supervision of our staff engineer, who recorded subsurface conditions and obtained samples for laboratory testing. The borings were excavated with a CME-75 drill rig utilizing 7.5-inch diameter hollow stem augers. Detailed information regarding the soil borings and samples obtained can be found on an individual Log of Test Boring prepared for each location.

Pavement coring was conducted at 8 locations along N. Canyon Terrace Drive, 8 locations along E. Hutcheson Drive, and 4 locations along E. David Drive. Coring took place on opposing edges of the roadway, offset approximately 5.5 feet off of the curb of the road, utilizing a 4.0 inch core barrel and coring machine. Photos of the asphalt cores recovered are provided in this appendix.

Laboratory testing consisted of grain-size distribution and plasticity (Atterberg Limits) tests for classification and pavement design parameters. All field and laboratory data are presented in this appendix.



- APPROXIMATE SOIL BORING LOCATIONS

Drawing Courtesy of Google Maps

City of Flagstaff Road Improvements
East David Dr, East Hucheson Dr,
North Canyon Terrace Dr
Flagstaff, Arizona

SPEEDIE AND ASSOCIATES
GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS
2026 N. Third Street FLAGSTAFF, ARIZONA 86004

DR:GJC	CHK:CWS	REV:	DATE: 11-8-18	PROJECT NO. 181932SF

SOIL LEGEND

SAMPLE DESIGNATION		DESCRIPTION	
	AS	**Auger Sample**	A grab sample taken directly from auger flights.
	BS	**Large Bulk Sample**	A grab sample taken from auger spoils or from bucket of backhoe.
	S	**Spoon Sample**	Standard Penetration Test (ASTM D-1586) Driving a 2.0 inch outside diameter split spoon sampler into undisturbed soil for three successive 6-inch increments by means of a 140 lb. weight free falling through a distance of 30 inches. The cumulative number of blows for the final 12 inches of penetration is the Standard Penetration Resistance.
	RS	**Ring Sample**	Driving a 3.0 inch outside diameter spoon equipped with a series of 2.42-inch inside diameter, 1-inch long brass rings, into undisturbed soil for one 12-inch increment by the same means of the Spoon Sample. The blows required for the 12 inches of penetration are recorded.
	LS	**Liner Sample**	Standard Penetration Test driving a 2.0-inch outside diameter split spoon equipped with two 3-inch long, 3/8-inch inside diameter brass liners, separated by a 1-inch long spacer, into undisturbed soil by the same means of the Spoon Sample.
	ST	**Shelby Tube**	A 3.0-inch outside diameter thin-walled tube continuously pushed into the undisturbed soil by a rapid motion, without impact or twisting (ASTM D-1587).
	--	**Continuous Penetration Resistance**	Driving a 2.0-inch outside diameter "Bullnose Penetrometer" continuously into undisturbed soil by the same means of the spoon sample. The blows for each successive 12-inch increment are recorded.

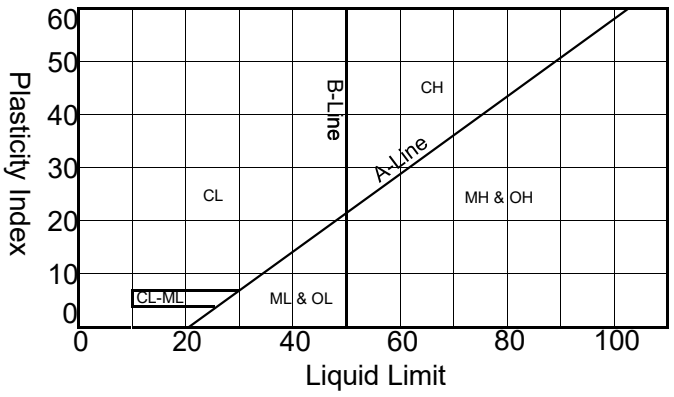
CONSISTENCY			RELATIVE DENSITY	
Clays & Silts	Blows/Foot	Strength (tons/sq ft)	Sands & Gravels	Blows/Foot
Very Soft	0 - 2	0 - 0.25	Very Loose	0 - 4
Soft	2 - 4	0.25 - 0.5	Loose	5 - 10
Firm	5 - 8	0.5 - 1.0	Medium Dense	11 - 30
Stiff	9 - 15	1 - 2	Dense	31 - 50
Very Stiff	16 - 30	2 - 4	Very Dense	> 50
Hard	> 30	> 4		

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SAND AND SANDY SOILS	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL OR MODIFIED SYMBOLS MAY BE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS OR TO PROVIDE A BETTER GRAPHICAL PRESENTATION OF THE SOIL

MATERIAL SIZE	PARTICLE SIZE			
	Lower Limit		Upper Limit	
	mm	Sieve Size ◆	mm	Sieve Size ◆
SANDS				
Fine	0.075	#200	0.42	#40
Medium	0.420	#40	2.00	#10
Coarse	2.000	#10	4.75	#4
GRAVELS				
Fine	4.75	#4	19	0.75" ×
Coarse	19	0.75" ×	75	3" ×
COBBLES	75	3" ×	300	12" ×
BOULDERS	300	12" ×	900	36" ×

◆U.S. Standard ×Clear Square Openings



Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 25 50)
0	4.5 INCHES ASPHALT ON 4 INCHES DIRTY CINDER AGGREGATE BASE					
0.6	Stiff Dark Brown FAT CLAY (CH-Moist to Wet)	AS-1	2.5	NT	NT	
5	5.0	SS-2	5.0	NT	NT	
		SS-3	5.4	NT	NT	50/5"
	Medium Dense Light Brown CLAYEY SAND (SC-Dry to Moist)	AS-4	6.0	NT	NT	
	Hard Drilling from 6-7 Feet					
8.0	Very Stiff Brown FAT CLAY (CH-Dry to Moist) with Little Gravel and Some Sand	SS-5	9.0	NT	NT	60/18"
		AS-6	9.0	NT	NT	
10	10.0					
	Medium Dense Reddish Brown CLAYEY SAND (SC-Dry to Moist)					
11.5	End of Boring	SS-7	11.5	NT	NT	

Boring Date: **10-23-18**
Field Engineer/Technician: **G. Chott**
Driller: **F. Esparza**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-1**

City of Flagstaff Road Improvements

North Canyon Terrace Drive

Flagstaff, Arizona

Project No.: **181932SF**

_SPEEDIE 181932SF.GPJ GENGEO.GDT 11/15/18

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 / 25 / 50)
0	3.5 INCHES ASPHALT ON 3 INCHES DIRTY CINDER AGGREGATE BASE					
0.5	Medium Dense Light Brown CLAYEY SAND (SC-Moist) with Trace Gravel	AS-1	2.5	NT	NT	
2.5	Medium Dense Brown CLAYEY SAND (SC-Dry to Moist)	SS-2	4.0	NT	NT	
5	Reddish Brown from 4-11.5 Feet (Decomposed Limestone)	AS-3	6.5	NT	NT	
		SS-4				
		SS-6	9.0	NT	NT	
10		AS-5	10.0	NT	NT	
11.5	End of Boring	SS-7	11.5	NT	NT	

Boring Date: **10-23-18**
Field Engineer/Technician: **G. Chott**
Driller: **F. Esparza**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-2**

City of Flagstaff Road Improvements

East Hutcheson Drive

Flagstaff, Arizona

Project No.: **181932SF**

_SPEEDIE 181932SF.GPJ GENGEO.GDT 11/15/18

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 25 50)
0	3.75 INCHES ASPHALT ON 4 INCHES DIRTY CINDER AGGREGATE BASE					
0.6	Stiff Dark Brown CLAYEY SAND (SC-Moist) with Little Gravel	AS-1	2.5	NT	NT	
		SS-2	2.8	NT	NT	50/4"
3.5	Moderately Weathered Basalt					
5		SS-3	5.3	NT	NT	50/4"
5.5	Auger Refusal on Bedrock					
10						

Boring Date: **10-23-18**
Field Engineer/Technician: **G. Chott**
Driller: **F. Esparza**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-3**

City of Flagstaff Road Improvements

East David Drive

Flagstaff, Arizona

Project No.: **181932SF**

_SPEEDIE 181932SF.GPJ GENGEO.GDT 11/15/18

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 25 50)
0	3.5 INCHES ASPHALT ON 4 INCHES AGREGGATE BASE					
	0.6 Medium Dense Reddish Brown SILTY SAND (SM-Moist) with Some Gravel	AS-1	0.7	NT	NT	
	1.5 Moderately Weathered Basalt					
		SS-2	4.0	NT	NT	
5						
	6.5 Auger Refusal on Bedrock	SS-3	6.5	NT	NT	
10						

Boring Date: **10-23-18**
Field Engineer/Technician: **G. Chott**
Driller: **F. Esparza**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-4**

City of Flagstaff Road Improvements

East David Drive

Flagstaff, Arizona

Project No.: **181932SF**

_SPEEDIE 181932SF.GPJ GENGEO.GDT 11/15/18

TABULATION OF TEST DATA

SOIL BORING or TEST PIT NUMBER	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE INTERVAL (ft)	NATURAL WATER CONTENT (Percent of Dry Weight)	IN-PLACE DRY DENSITY (Pounds Per Cubic Foot)	PARTICLE SIZE DISTRIBUTION (Percent Finer)					ATTERBERG LIMITS			UNIFIED SOIL CLASSIFICATION	SPECIMEN DESCRIPTION
						#200 SIEVE	#40 SIEVE	#10 SIEVE	#4 SIEVE	3" SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
B-1	AS-1	AUGER	0.8 - 2.5	NT	NT	78	90	97	99	100	64	23	41	CH	FAT CLAY with SAND
B-2	AS-1	AUGER	1.5 - 2.5	NT	NT	44	67	81	89	100	27	16	11	SC	CLAYEY SAND
B-3	AS-1	AUGER	0.8 - 2.5	NT	NT	22	37	61	81	100	27	17	10	SC	CLAYEY SAND with GRAVEL
B-4	AS-1	AUGER	0.4 - 0.7	NT	NT	14	32	50	67	100	NP	NP	NP	SM	SILTY SAND with GRAVEL

Sieve analysis results do not include material greater than 3". Refer to the actual boring logs for the possibility of cobble and boulder sized materials.

NT=Not Tested

Sheet 1 of 1

City of Flagstaff Road Improvements

E. David Drive, E. Hutcheson Drive, N. Canyon Terrace Drive

Flagstaff, Arizona

Project No. 181932SF

SPEEDIE AND ASSOCIATES

TABULATION OF TEST DATA 181932SF.GPJ GENGEO.GDT 10/31/18



Figure 1: Core Location C-1

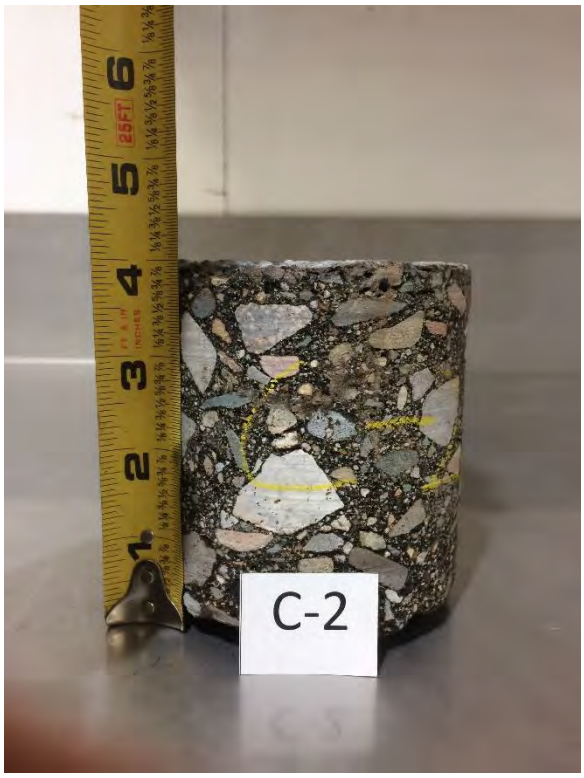


Figure 2: Core Location C-2



Figure 3: Core Location C-3

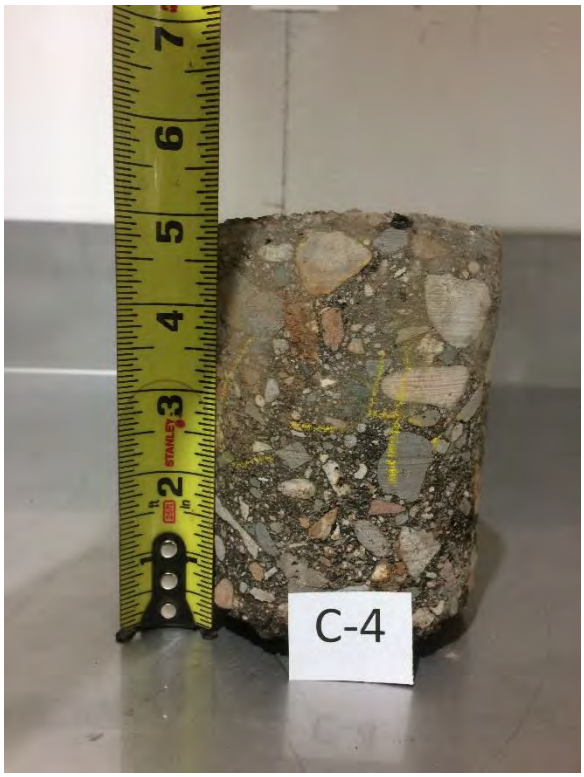


Figure 4: Core Location C-4

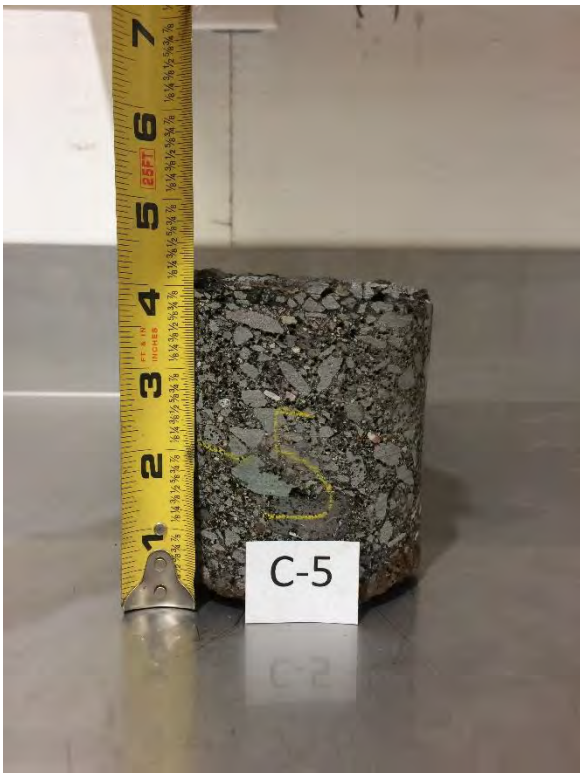


Figure 5: Core Location C-5

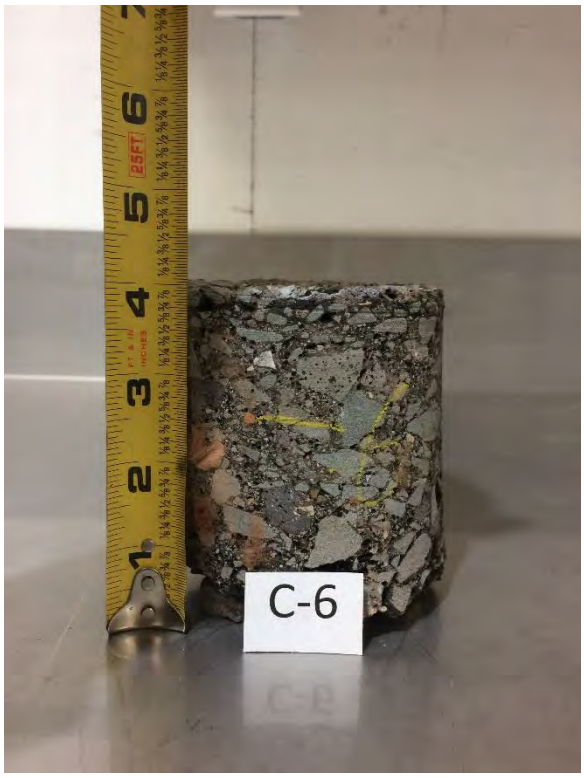


Figure 6: Core Location C-6

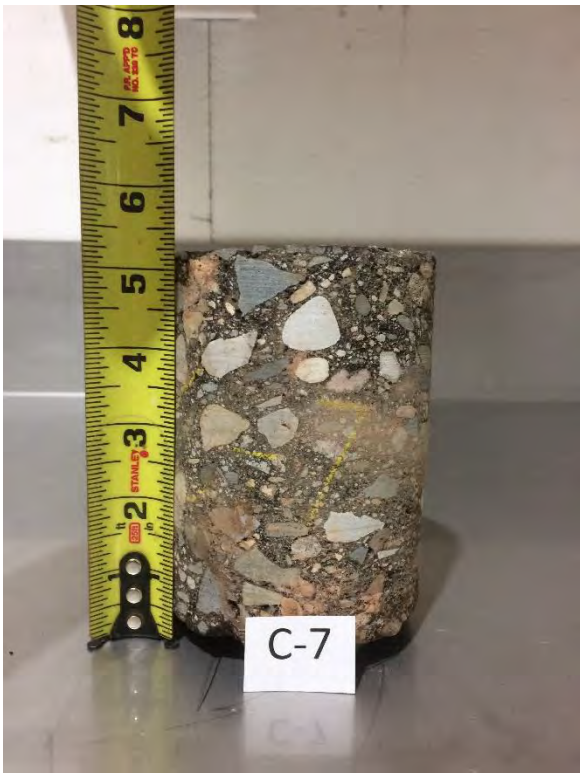


Figure 7: Core Location C-7



Figure 8: Core Location C-8

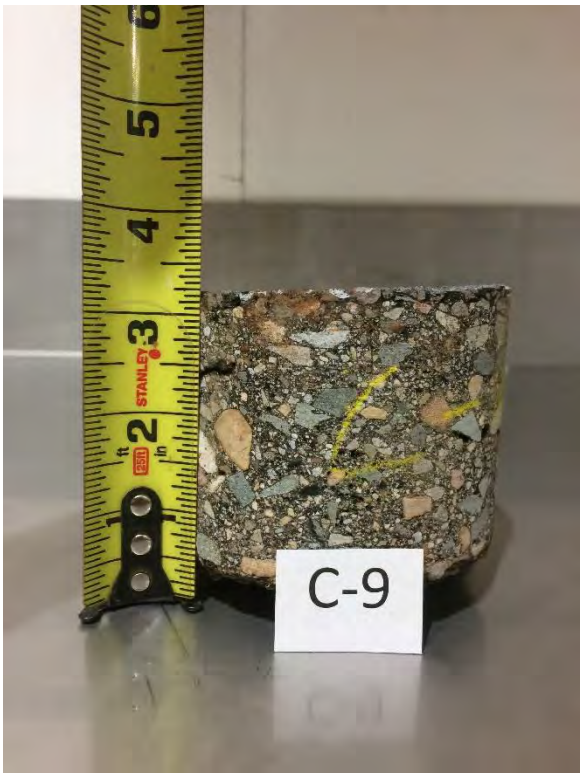


Figure 9: Core Location C-9

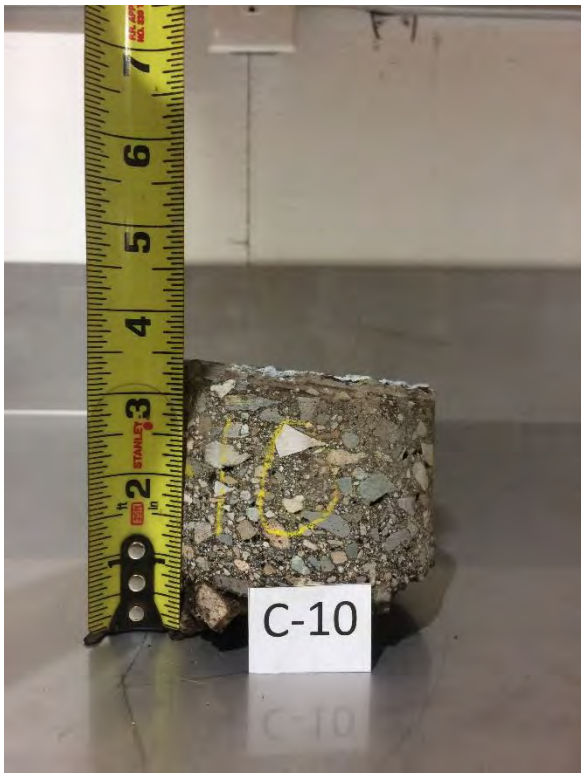


Figure 10: Core Location C-10

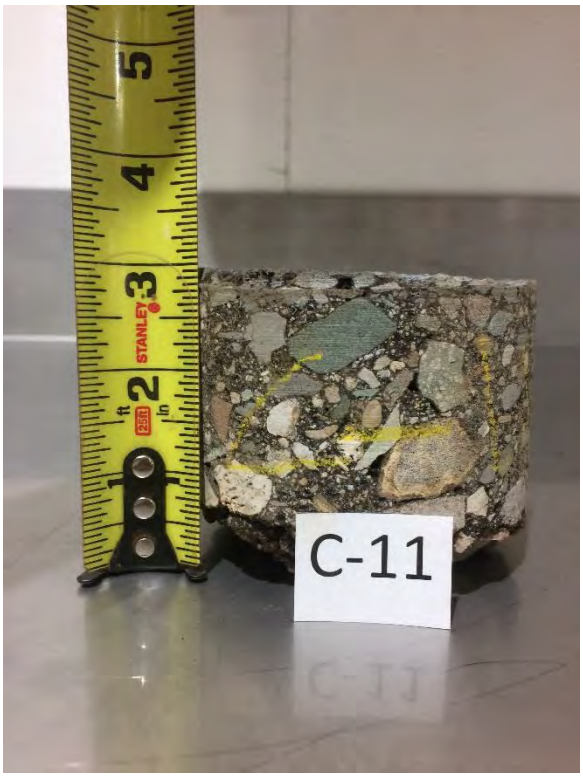


Figure 11: Core Location C-11

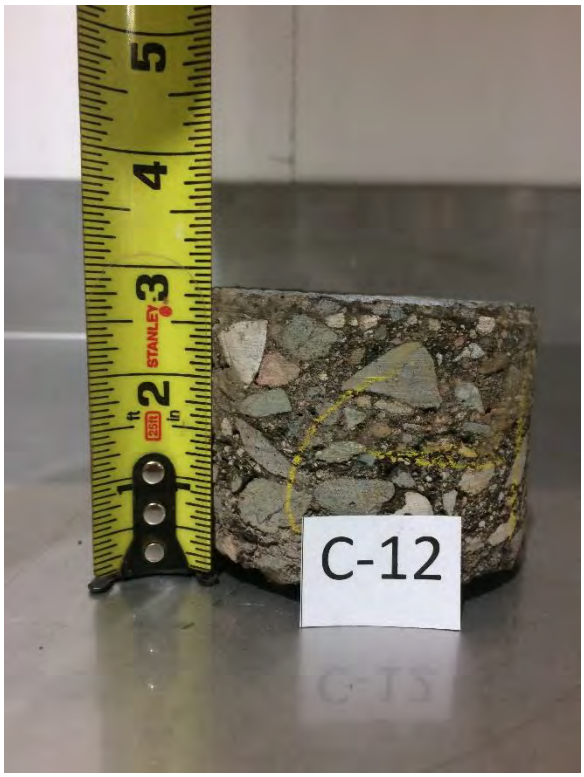


Figure 12: Core Location C-12

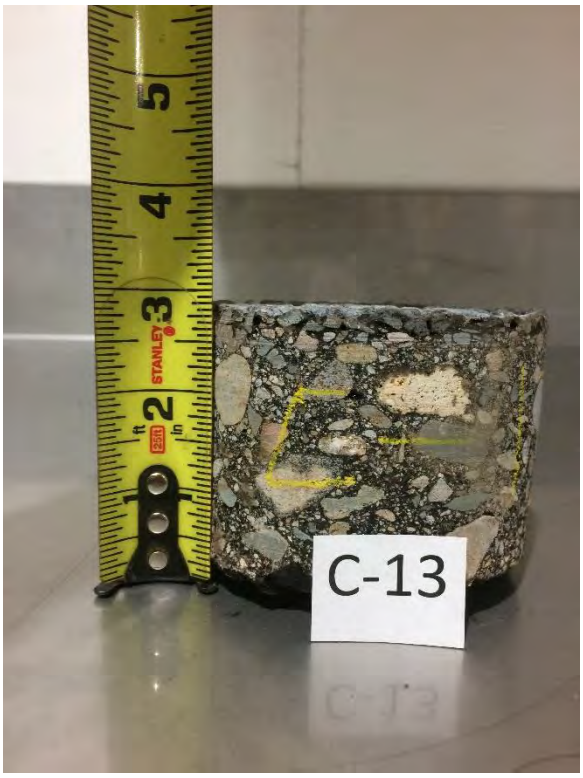


Figure 13: Core Location C-13

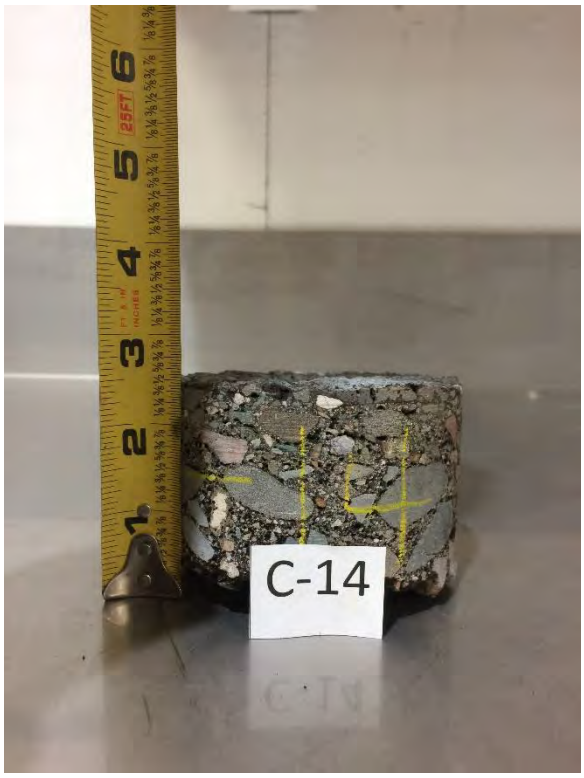


Figure 14: Core Location C-14

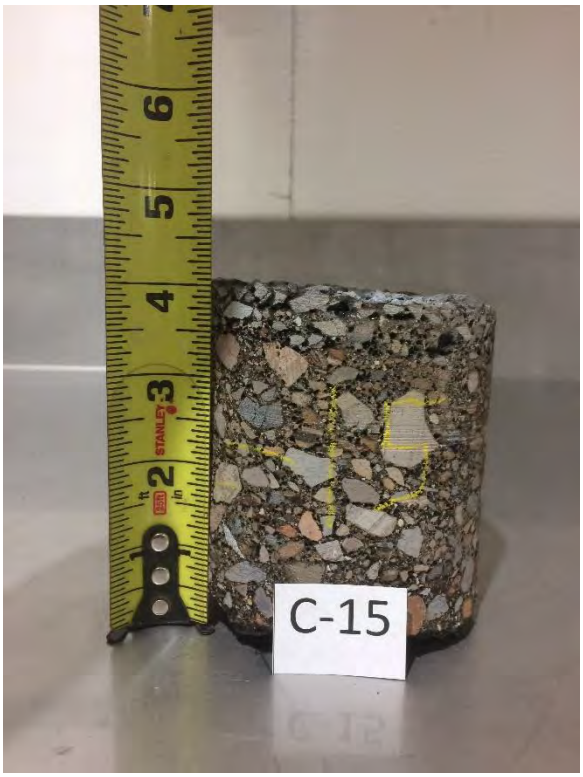


Figure 15: Core Location C-15

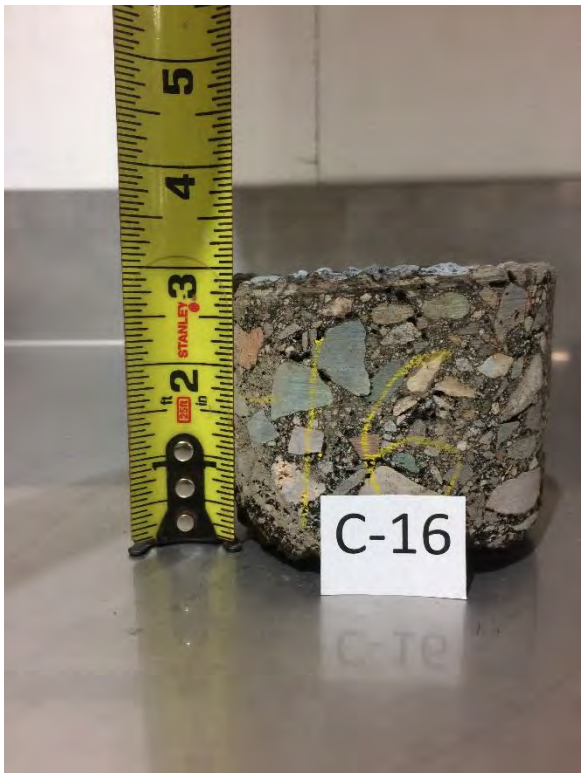


Figure 16: Core Location C-16



Figure 17: Core Location C-17

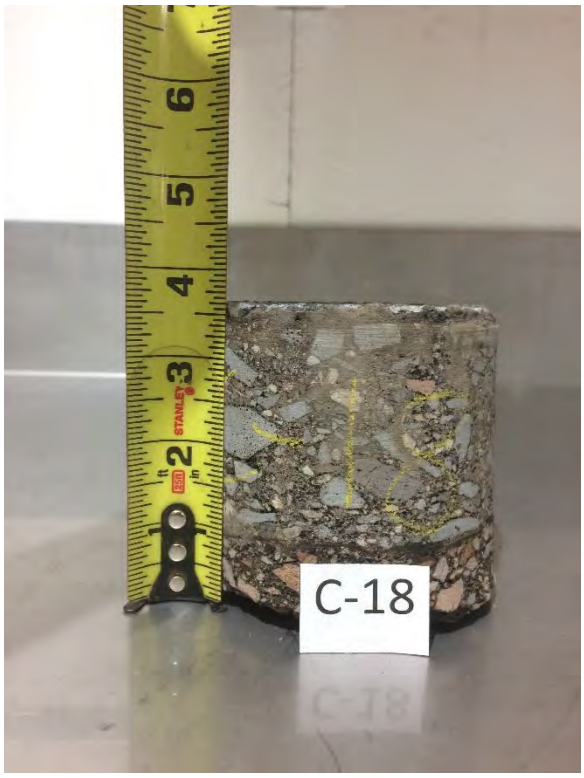


Figure 18: Core Location C-18



Figure 19: Core Location C-19

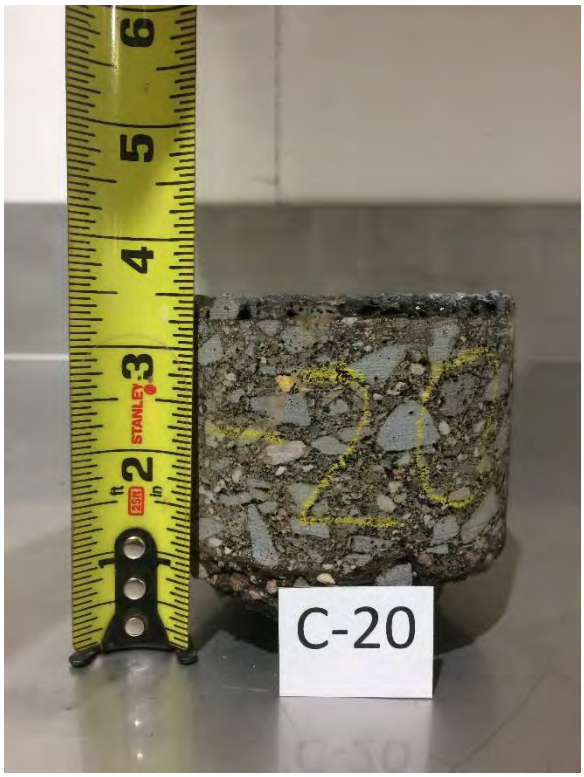


Figure 20: Core Location C-20

Site Photographs



Photo No. 1: Alligator cracking, utility patching, and loss of asphalt wear surface on Canyon Terrace Drive



Photo No. 2: Advanced block cracking and utility patches on Canyon Terrace Drive



Photo No. 3: Advanced block cracking on Canyon Terrace Drive



Photo No. 4: Transverse cracking on Hutcheson Drive

Site Photographs



Photo No. 1: Alligator cracking on Hutcheson Drive



Photo No. 2: Typical existing condition on David Drive



Photo No. 3: Alligator cracking and trench failure on David Drive



Photo No. 4: Transverse crack and alligator cracking on David Drive

Appendix B

APS & Century Link Supplemental Utility Information

Date: July 22, 2019

To: Ryan Wiesner
Agency: APS

☐ Delivered to Office ☒ Submitted via e-mail ☐ Mailed
☒ Digital ☐ Hard Copy ☐ CD

Project Identification: COF West Flag Improvements

Project Number: 18COF03

Please review the PDF plans for the above captioned project. Paper copies of the plans are available upon request however we are trying to reduce our environmental footprint.

When you complete your review please check for the appropriate condition below, list any conditions, and affix your signature. Return this correspondence to us via mail or e-mail. If you have any questions please feel free to call or e-mail me.

We would appreciate a response by: **August 5, 2019**

Thank you for your attention to this project.

____Issues to be addressed prior to approval:

_____

_____

_____

__✓__The project is approved with the following conditions:

Please See Attached

_____

_____

____The project is approved as submitted:

Signature: _____ 7/23/19 Date

Printed name: Ryan Wiesner

By: PEAK ENGINEERING, INC.

Caleb Lanting, P.E.

caleb@peakegr.com

(928) 774-4046

Attachments: 1 Plan Set, Dated: June 2019

Date: 7/23/2019

To: Peak Engineering, INC.

Regarding: COF West Flag Improvements

To whom it may concern,

Thank you for contacting us with your preliminary plans and drawings. We have reviewed your paper work and have found:

APS has existing facilities in this area. Remember to always bluestake prior to any digging. Please allow for adequate design time (1-16 weeks) from APS in the event that our facilities need to be relocated, removed, or we find we have to add to our system.

Please note that this response does not act as a Project Initiation Request. You will need to contact an APS Customer Project Manager directly when you are ready to initiate your project.

Thank you for your time and patience,

Ryan Wiesner
Customer Project Manager,
Flagstaff Construction
2200 E. Huntington Dr. Flagstaff, AZ 86004
928-773-6447
Ryan. Wiesner@APS.com

* Our ESRM can be found at aps.com, by searching ESRM in the search bar.

CenturyLink™ Conflict Memorandum

Date: August 3, 2019

To: Caleb Lanting (Peak Engineering, Inc.)
caleb@peakegr.com

From: Kevin Wagner, Terra Technologies LLC

Subject: CenturyLink™ – Conflict Memo – Project No. 03-19001 & ST3346 – City of Flagstaff – West Flag Improvements – 90%

Terra Technologies is in receipt of the 90% plans. Below you will see an overview of CenturyLink™ facilities within the project limits, and a brief project overview along with comments regarding any CenturyLink™ facilities with respect to the proposed project.

Inventory of CenturyLink™ Facilities

CenturyLink™ has facilities within the project limits. Terra Technologies anticipates that due to the roadway improvements that the CenturyLink™ facilities (buried cables, aerial cable & pedestals) will be impacted. Plan markups have been attached showing approximate locations of CenturyLink™ facilities.

Project Overview

The design intent of this project appears to be a roadway improvement project.

Facility Locations and Impacts

CenturyLink™ underground facility mapping provided is based on NDS mapping and accuracy of vertical and horizontal location is only a representation of the exact field location. Any additional utility information gathered by CenturyLink™ will be promptly coordinated with the City of Flagstaff and/or its representative. Please notify Terra Technologies LLC and CenturyLink™ with additional utility locating information if acquired.

Based on CenturyLink™ mapping, street view imagery and the construction drawings the following conflicts and/or potential conflicts should be addressed as part of this construction project.

CenturyLink™ Conflict Memorandum

(Note: Stations and Offsets are approximate)(See attached plan mark-ups for additional clarification of conflict locations)

PROBABILITY OF CONFLICT (POC)
L = Low M = Medium H = High K = Known (100%)

No.	LINE	STATION	OFFSET	FACILITY	CONFLICT	POC	ACTION
1	David Dr	20+50	LT	Joint Utility Pole	Proposed Roadway Improvements	K	Design engineer to coordinate with CenturyLink on impact and mitigation of joint utility pole.
2	Hutcheson Dr	41+25 to 47+75	RT/LT	Buried Cable	Proposed Water Line, Water & Sewer Service Lines	M	Protect in place. Contractor to adjust water line, water and sewer service lines as necessary to avoid conflict, maintaining 12"vertical separation.
3	Canyon Terrace Dr	60+50 to 68+50	RT/LT	Buried Cable	Proposed Water Line, Water & Sewer Service Lines	M	Protect in place. Contractor to adjust water line, water and sewer service lines as necessary to avoid conflict, maintaining 12"vertical separation.

CenturyLink™ Conflict Memorandum

4	Canyon Terrace Dr	60+50 to 66+90	Crossing	Buried Cable	Proposed Sewer Line	L	Profiles indicate that proposed sewer line will be deep enough not to be in conflict. Protect and support in place.

Please notify Terra Technologies LLC and CenturyLink™ when further milestone coordination or a Preconstruction Meeting will take place so a representative can be in attendance.

As previously noted, design appears to be at the 90% stage. Terra Technologies and CenturyLink™ request to review the updated plans for any conflicts prior to disbursement for advertising.

In accordance with state law, Blue Staking for location of CenturyLink™ facilities must be completed prior to any construction. When crossing CenturyLink™ facilities you will be required to pothole to determine depth and maintain a minimum of 12 inch vertical and horizontal separation from facilities.
Pursuant to state law, support and protection is required for all CenturyLink™ facilities during construction.

Should the Contractor locate or expose an unknown CenturyLink™ facility, please contact CenturyLink™ as soon as possible.

Acquisition of required public Rights-of-Way, and removal of encumbrances from those Rights-of-Way, is the responsibility of the municipality or their agent prior to CenturyLink™ excavation in, or relocation to, the newly acquired Rights-of-Way.

In the event CenturyLink™ facilities need to be removed or relocated, some or all cost may be at the expense of the sponsoring agency.

If you have any questions or concerns regarding this review feel free to contact me immediately, either by phone or email at the number/address provided below. The contractor is also responsible for contacting CenturyLink™ prior to construction around the CenturyLink™ facilities.

CenturyLink™ Conflict Memorandum

Notification List

Terra Technologies LLC Kevin Wagner, Project Manager kwagner@terratechllc.net 815-245-9640	**Terra Technologies LLC** Chad Dalton, EIT cdalton@terratechllc.net 520-891-1726
Terra Technologies LLC Jason Jensen, P.E. jjensen@terratechllc.net 801-735-2464	**CenturyLink™(Engineer II)** Manuel Hernandez Manuel.Hernandez4@centurylink.com 928-779-435
CenturyLink™ (MGR Network Impl.) Dell Howard dell.w.howard@centurylink.com 500 S Calvary Way Cottonwood, AZ 86326 Office: 928-649-9318	

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS

CenturyLink Markups

Wire Center: FLGSAZMA

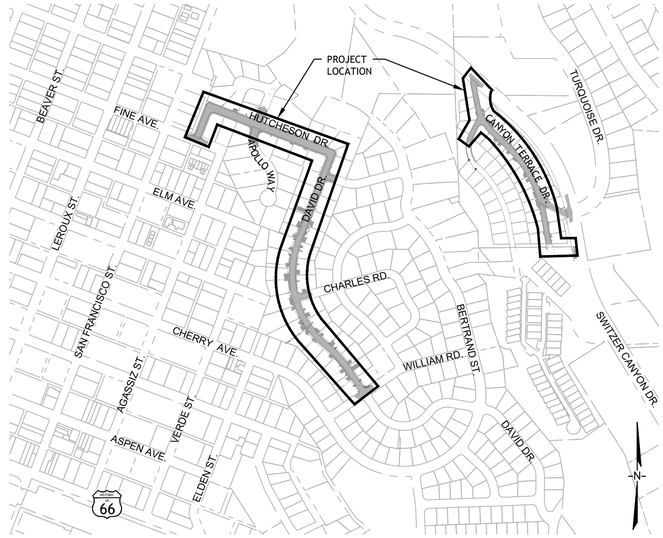
FLAGSTAFF, AZ

T21N, R7E, SECTION 15

COF PROJECT NO. 03-19001 & ST3346

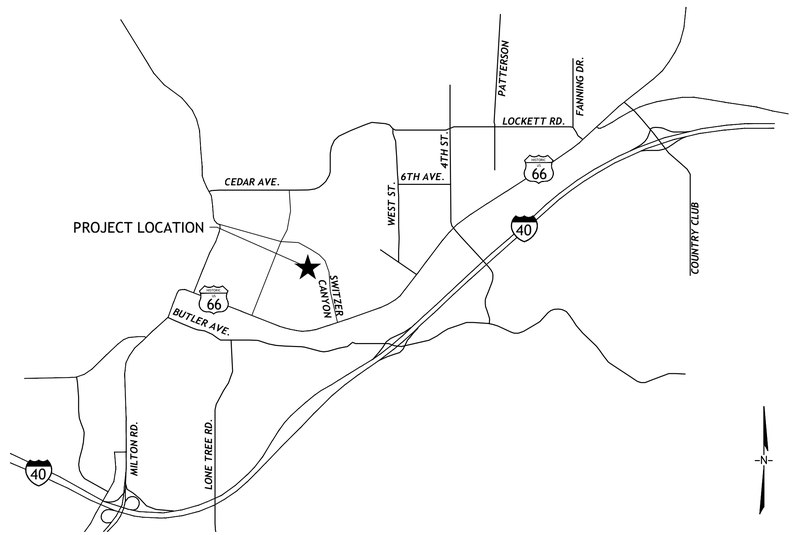
CIVIL IMPROVEMENTS SHEET INDEX

C1.0	COVER
C1.1	GENERAL NOTES & LEGEND
C1.2	SHEET INDEX
C1.3 - C1.4	DETAILS
C1.5 - C1.6	CURB RAMP AND VALLEY GUTTER DETAILS
C1.7	STORM DRAIN DETAILS
C1.8	QUANTITY SUMMARY
C2.0 - C2.3	DAVID DR. - ROADWAY PLAN & PROFILE
C3.0 - C3.2	HUTCHESON DR. - ROADWAY PLAN & PROFILE
C4.0 - C4.2	CANYON TERRACE DR. - ROADWAY PLAN & PROFILE
UT1.0	UTILITY COVER & GENERAL NOTES
UT1.1	UTILITY INDEX MAP
UT1.2 - UT1.5	UTILITY DETAILS
UT1.6	UTILITY QUANTITY SUMMARY & LEGEND
WL2.0 - WL2.3	DAVID DR. - WATER PLAN & PROFILE
WL3.0 - WL3.3	HUTCHESON DR. - WATER PLAN & PROFILE
SL3.0 - SL3.2	HUTCHESON DR. - SEWER PLAN & PROFILE
WL4.0 - WL4.3	CANYON TERRACE DR. - WATER PLAN & PROFILE
SL4.0 - SL4.2	CANYON TERRACE DR. - SEWER PLAN & PROFILE
EC5.0 - EC5.3	EROSION CONTROL PLANS
C6.0 - C6.1	CONTROL



AREA MAP

N.T.S.



VICINITY MAP

N.T.S.

CONSTRUCTION DOCUMENTS PREPARED IN ACCORDANCE WITH 2019 REVISION TO THE 2015 EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) STANDARD SPECIFICATIONS AND DETAILS, AND THE CITY OF FLAGSTAFF REVISIONS TO MAG UNIFORM STANDARD SPECIFICATIONS AND MAG UNIFORM STANDARD DETAILS.

OWNER

City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001
Contact: Eli Reisner, P.E., Project Manager
Phone: (928) 213-2679

CIVIL ENGINEER

Peak Engineering,Inc.
110 N. Agassiz ST.
Flagstaff, AZ 86001
Contact: Thomas E. Smith, P.E.
Phone: (928) 774-4046

CITY OF FLAGSTAFF APPROVALS

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS OR OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

City Engineer — DATE

City Public Works Director — DATE

Water Services Director — DATE

ADEQ APPROVAL

ADEQ File No. XXXXXXXX — XX/XX/XXXX DATE

UTILITY ACKNOWLEDGEMENTS

Utility Approval letter to be submitted — XX/XX/XXXX
CENTURY LINK - DATE

Utility Approval letter to be submitted — XX/XX/XXXX
UNISOURCE ENERGY - DATE

Utility Approval letter to be submitted — XX/XX/XXXX
APS - DATE

Utility Approval letter to be submitted — XX/XX/XXXX
ALTICE (FORMERLY SUDDENLINK) - DATE

UTILITY CONFLICTS

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM FIELD MEASUREMENTS, CONSTRUCTION PLANS, RECORD PLANS, OR UTILITY MAPS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT THE WORK PRIOR TO CONSTRUCTION. SEE SHEET C1.1 FOR A LIST OF KNOWN UTILITY CROSSINGS.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC. *Connecting Place to People*

ARIZONA REGISTERED CIVIL 42777 THOMAS E. SMITH DATE SIGNED 06/30/19

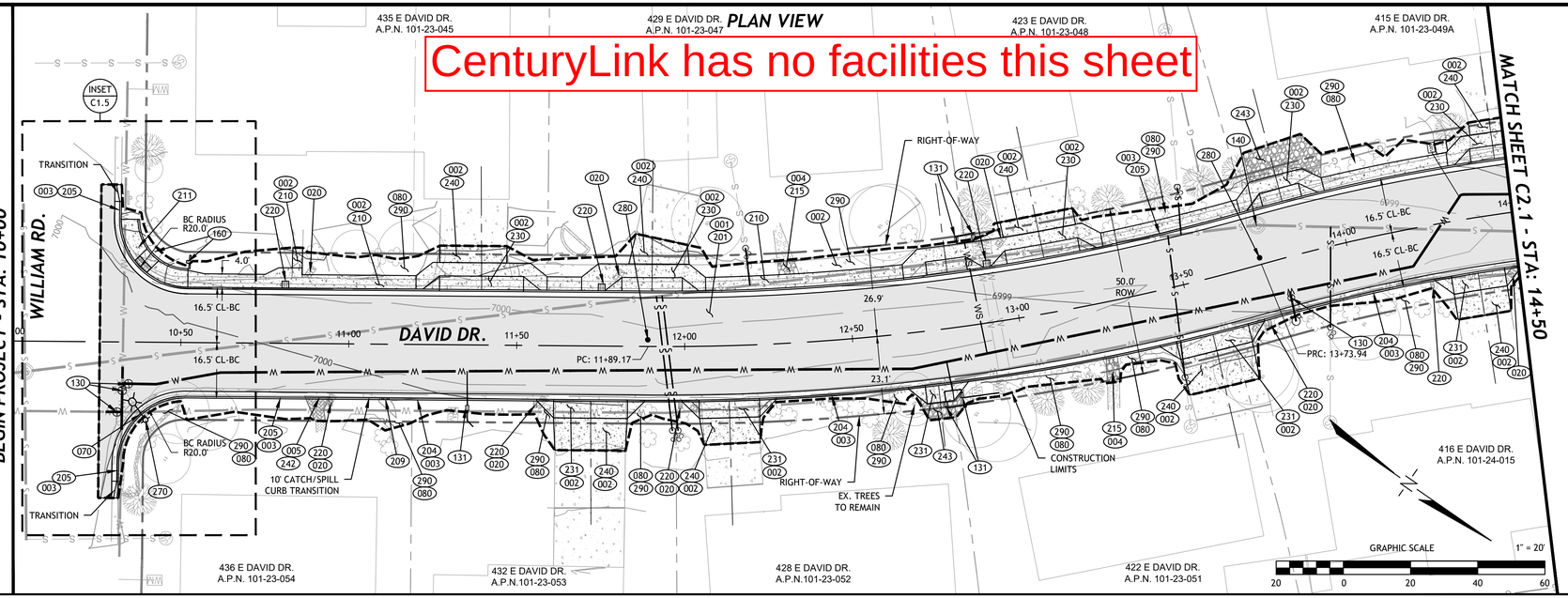
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
COVER

FINAL 1

JOB NO:18COF03	BY:DCW
SCALE: N/A	DATE: JUN 2019
C1.0	CK'D: TES/CAL

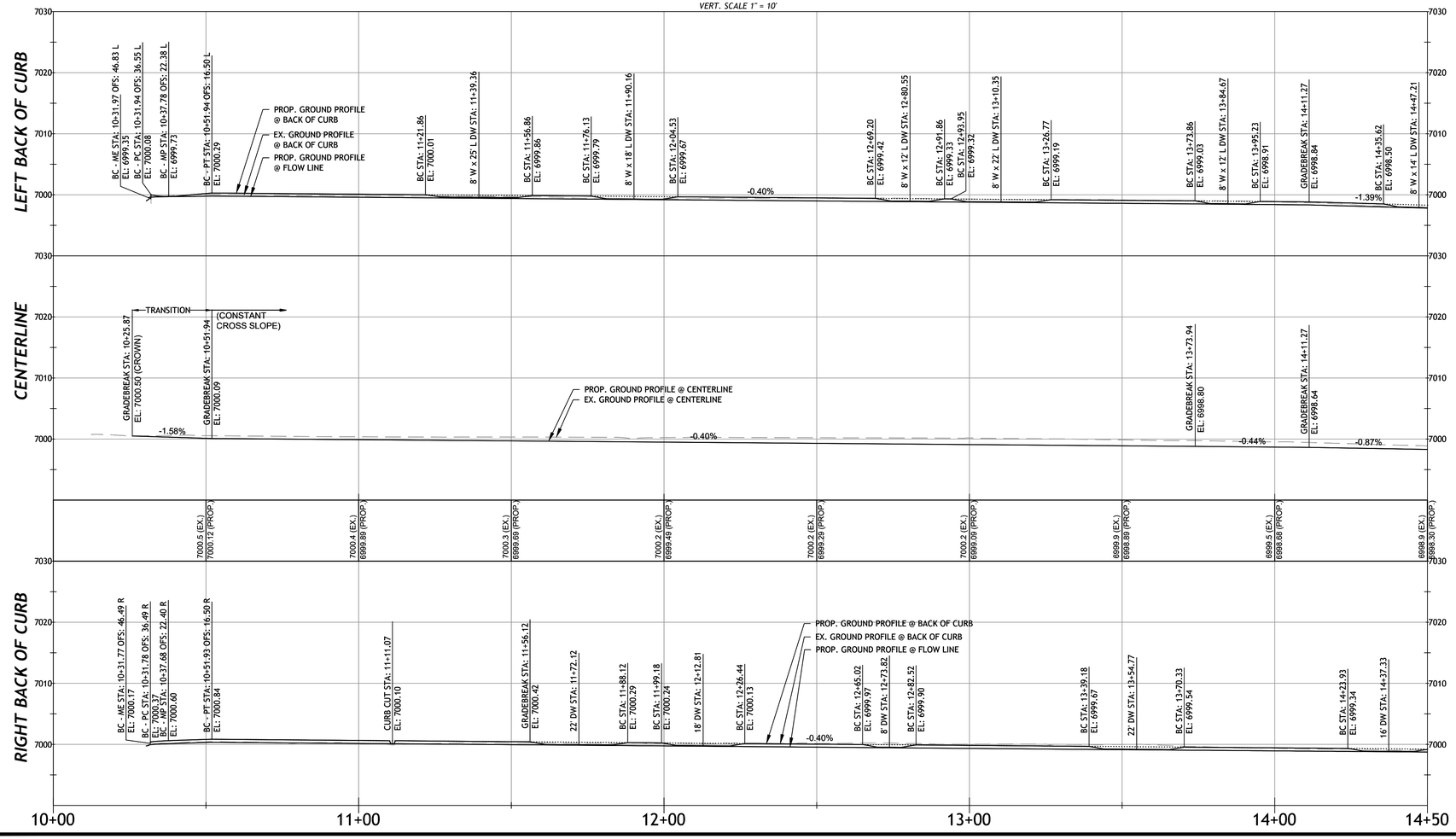
PLAN VIEW

CenturyLink has no facilities this sheet



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,530 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 2,735 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 880 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

004 1 EA
Remove & dispose flagstone walkway.

005 35 SF
Remove, salvage & store driveway/walkway pavers. Contractor is responsible for storing pavers during construction.

020 8 EA
Remove & dispose mailbox and post.

070 1 EA
Remove & salvage street light pole, mast arm, and luminaire. Coordinate salvage location with the City's Project Manager & power disconnect with APS.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

RELOCATIONS & ADJUSTMENTS (100)

130 4 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 1 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

160 1 EA
Remove & relocate street sign on new 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.

ROADWAY CONSTRUCTION (200)

201 1,419 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

204 432 LF
Type A vertical curb & gutter (spill) on 3" ABC per MAG Standard Det. 220, Detail E, Sheet C1.3.

205 448 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

209 1 EA
Curb cut per Detail I, Sheet C1.3.

210 956 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

211 1 EA
20-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, modified for a 20-ft radius and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

215 48 SF
Flagstone walkway. Match existing type and size of stones and grout.

220 8 EA
Mailbox per Detail D, Sheet C1.3.

230 1,290 SF
6" PCC / 3" ABC, 6-ft and 8-ft, residential driveway per Detail C, Sheet C1.3.

231 555 SF
6" PCC / 3" ABC, 5-ft, residential driveway per MAG Standard Det. 250-1, wings modified as shown.

240 1,065 SF
6" PCC / 3" ABC driveway matchup.

242 30 SY
Paver driveway/walkway matchup per COF Engineering Det. 16-01-241. Reinstall salvaged pavers.

243 30 SY
ABC Driveway Matchup, 4" thick minimum.

270 1 EA
Street light pole, mast arm, & luminaire per APS Construction Standard Drawings 1944 and 8040. Luminaire: Narrow Band Amber LED - 1500 lumens, Type 1 distribution, coordinate luminaire with the City of Flagstaff. Set pole minimum 2-ft behind sidewalk or curb. Includes relocation & reattachment of ex. sign as required.

280 1 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

CERTIFICATE NO. 42777 THOMAS E. SMITH REGISTERED PROFESSIONAL ENGINEER (Civil) STATE OF ARIZONA DATE Dec 2019

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - ROADWAY PLAN & PROFILE
STA: 10+00 - 14+50

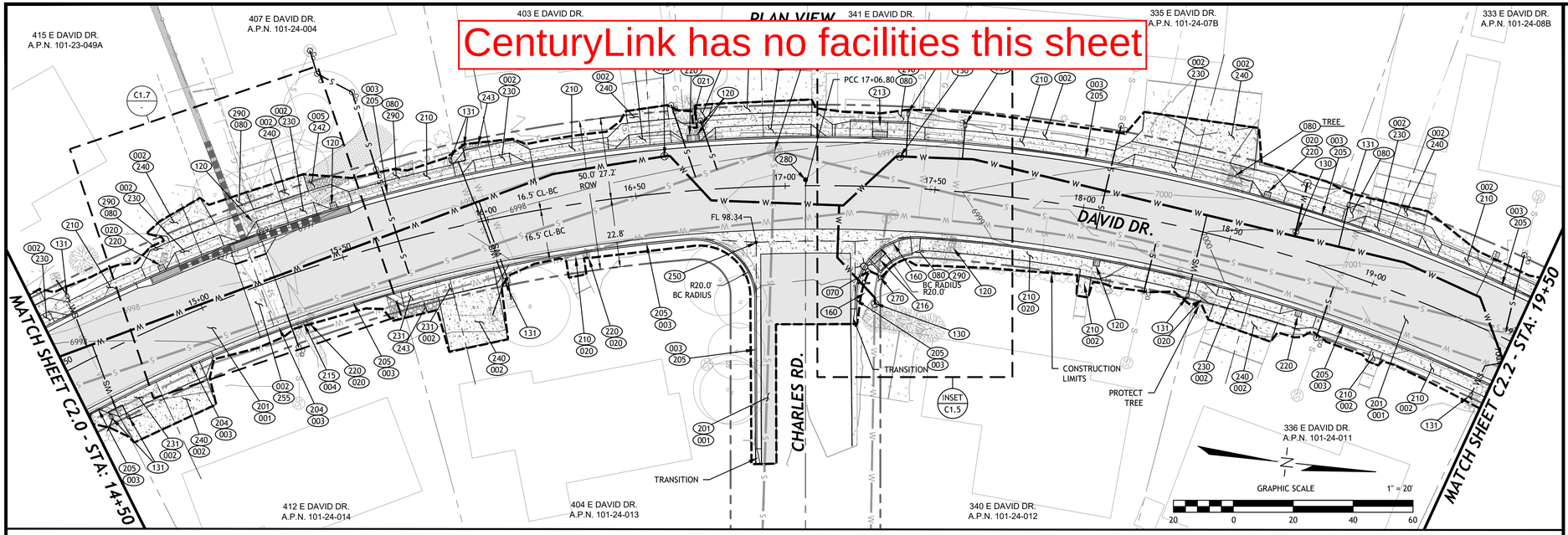
FINAL 1

JOB NO.:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

C2.0

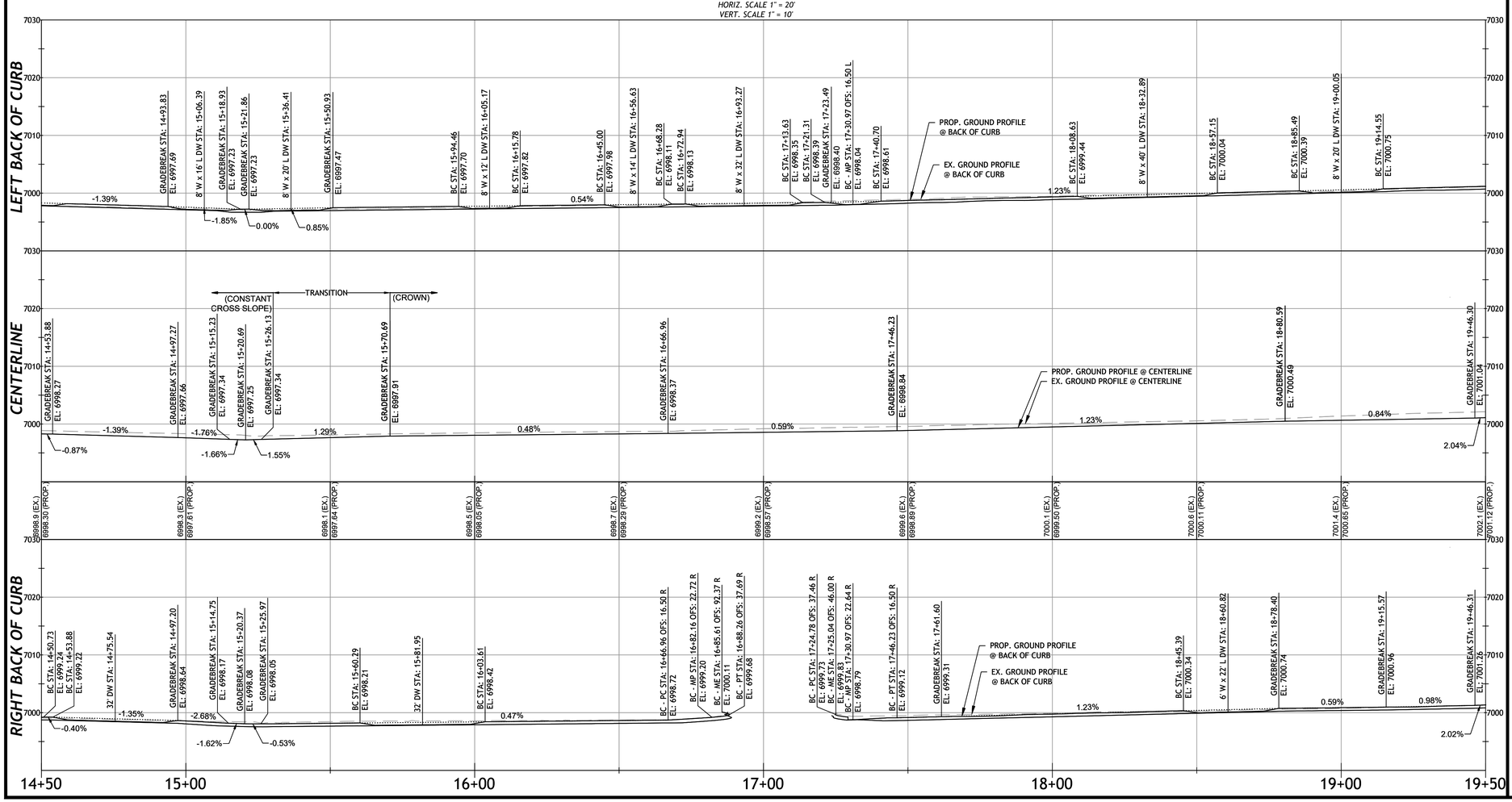
CenturyLink has no facilities this sheet

PLAN VIEW



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,862 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 4,429 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 1,064 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

004 1 EA
Remove & dispose flagstone walkway.

005 78 SF
Remove, salvage & store driveway/walkway pavers. Contractor is responsible for storing pavers during construction.

020 6 EA
Remove & dispose mailbox and post.

021 NPI
Remove & dispose wall.

070 1 EA
Remove & salvage street light pole, mast arm, and luminaire. Coordinate salvage location with the City's Project Manager & power disconnect with APS.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

RELOCATIONS & ADJUSTMENTS (100)

120 3 EA
Remove, store and replace mailbox on new footing.

130 4 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 1 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

160 1 EA
Remove & relocate street sign on new 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.

ROADWAY CONSTRUCTION (200)

201 1,672 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

204 74 LF
Type A vertical curb & gutter (spill) on 3" ABC per MAG Standard Det. 220, Detail E, Sheet C1.3.

205 897 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 1,720 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

213 1 EA
Curb Ramp (Parallel) per MAG standard Det. 238-3 and Sheet C1.5, as modified by the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

215 4 SF
Flagstone walkway. Match existing type and size of stones and grout.

216 1 EA
20-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5, modified for a 20-ft radius, added integral curb, and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

220 6 EA
Mailbox per Detail D, Sheet C1.3.

230 2,194 SF
6" PCC / 3" ABC, 6-ft and 8-ft, residential driveway per Detail C, Sheet C1.3.

231 370 SF
6" PCC / 3" ABC, 5-ft, residential driveway per MAG Standard Det. 250-1, wings modified as shown.

240 1,832 SF
6" PCC / 3" ABC driveway matchup.

242 50 SY
Paver driveway/walkway matchup per COF Engineering Det. 16-01-241. Reinstall salvaged pavers.

243 20 SY
ABC Driveway Matchup, 4" thick minimum.

250 583 SF
8-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038.

255 326 SF 10.9-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038 modified for 10.9-ft width with wings as shown.

270 1 EA Street light pole, mast arm, & luminaire per APS Construction Standard Drawings 1944 and 8040. Luminaire: Narrow Band Amber LED - 1500 lumens, Type 1 distribution, coordinate luminaire with the City of Flagstaff. Set pole minimum 2-ft behind sidewalk or curb. Includes relocation & reattachment of ex. sign as required.

280 1 EA Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS Restore landscaping per the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

EXPIRES 09/30/2020 — 42777 — THOMAS E. SMITH — DATE SIGNED 04/19/19

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - ROADWAY PLAN & PROFILE
STA: 14+50 - 19+50

FINAL 1

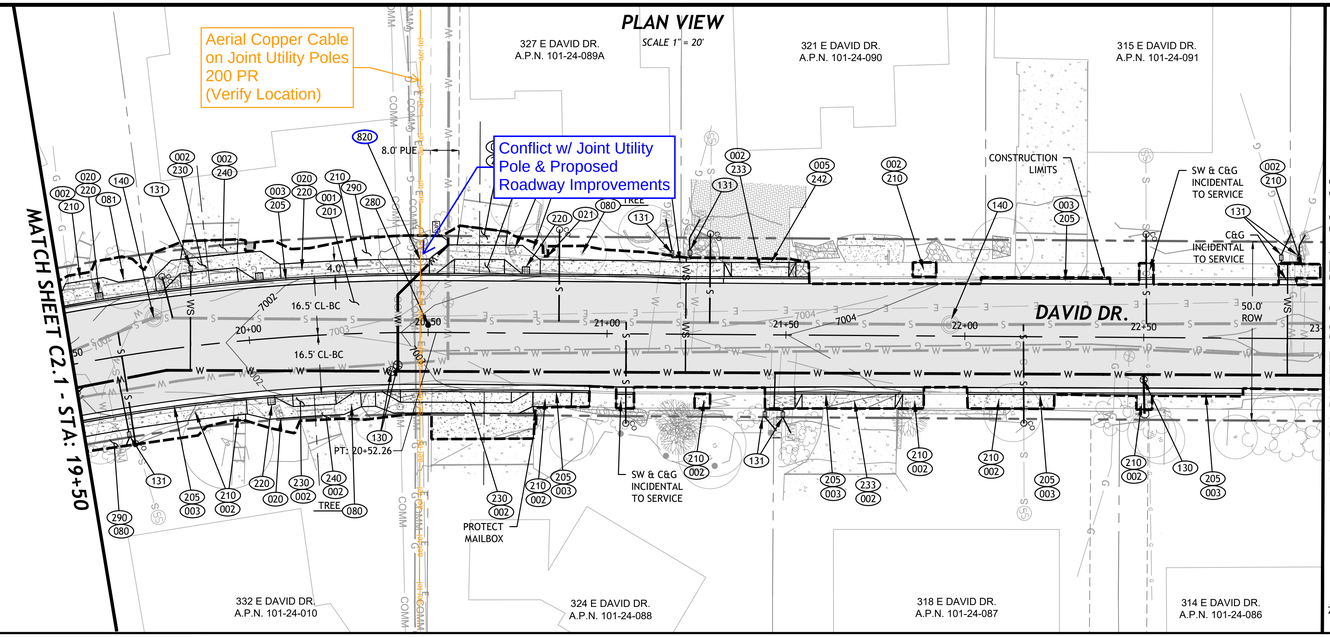
JOB NO.:18COF03	BY:DCW	CK'D:TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

C2.1

COF PROJECT NO. 03-19001

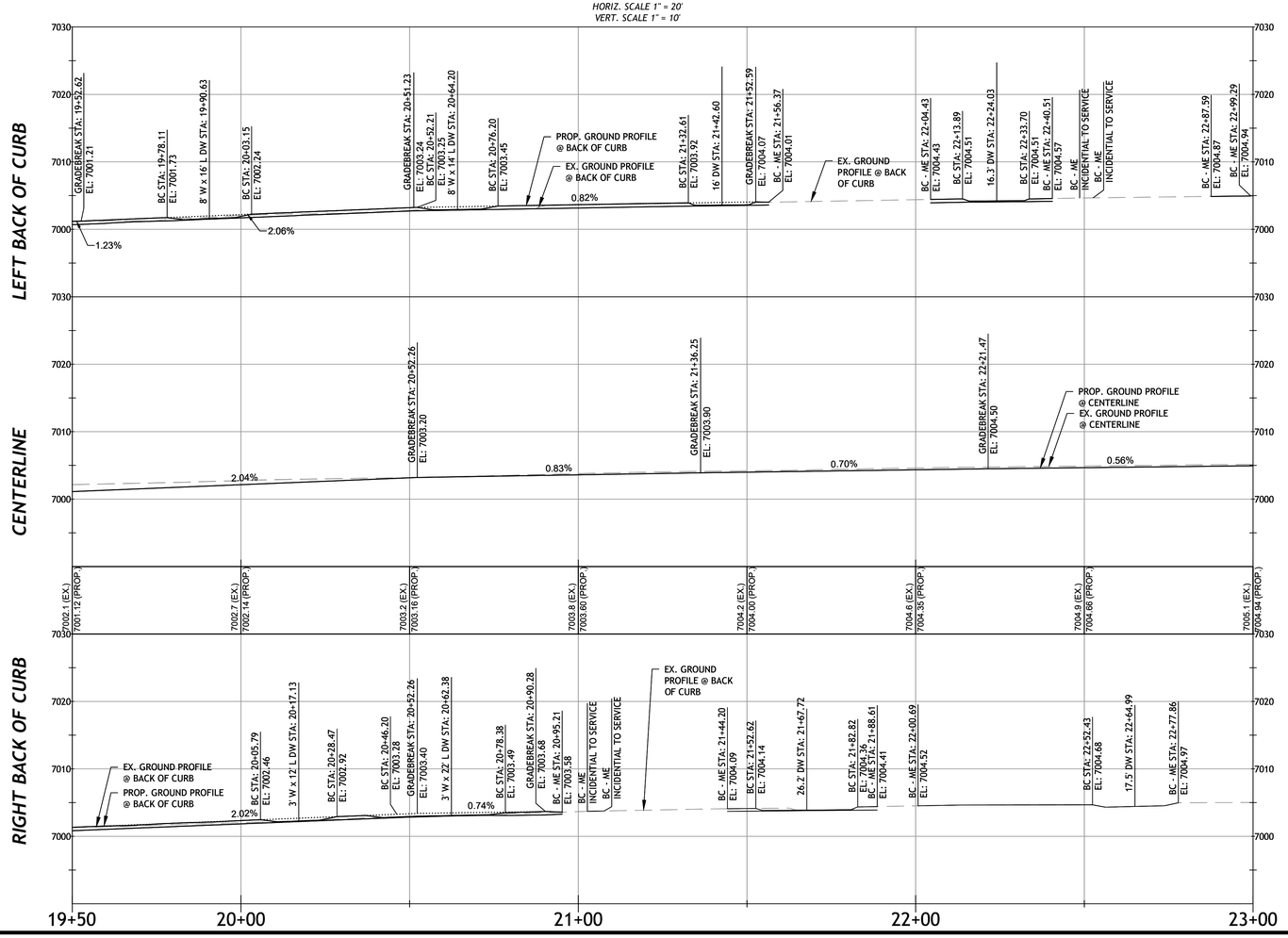
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,163 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 1,698 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 515 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

005 18 SF
Remove, salvage & store driveway/walkway pavers. Contractor is responsible for storing pavers during construction.

020 4 EA
Remove & dispose mailbox and post.

021 NPI
Remove & dispose wall.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

081 1 EA
Remove & dispose tree and stump >12" dia. Coordinate removal with COF.

RELOCATIONS & ADJUSTMENTS (100)

130 3 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,129 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 509 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 1,151 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

220 4 EA
Mailbox per Detail D, Sheet C1.3.

230 807 SF
6" PCC / 3" ABC, 6-ft and 8-ft, residential driveway per Detail C, Sheet C1.3.

233 200 SY
6" PCC / 3" ABC, 4-ft residential driveway with 2-ft wings per Detail H, Sheet C1.3.

240 340 SF
6" PCC / 3" ABC driveway matchup.

242 18 SY
Paver driveway/walkway matchup per COF Engineering Det. 16-01-241. Reinstall salvaged pavers.

280 1 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

OTHER

820 NPI Coordinate utility pole relocation and support with COF and APS.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com
Peak ENGINEERING, INC.
Connecting Place to People

EXPIRES 09-30-2020 REGISTERED ENGINEER (Civil) 42777 THOMAS E. SMITH DATE SIGNED 04/19/19 ARIZONA U.S.A.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - ROADWAY PLAN & PROFILE
STA: 19+50 - 23+00

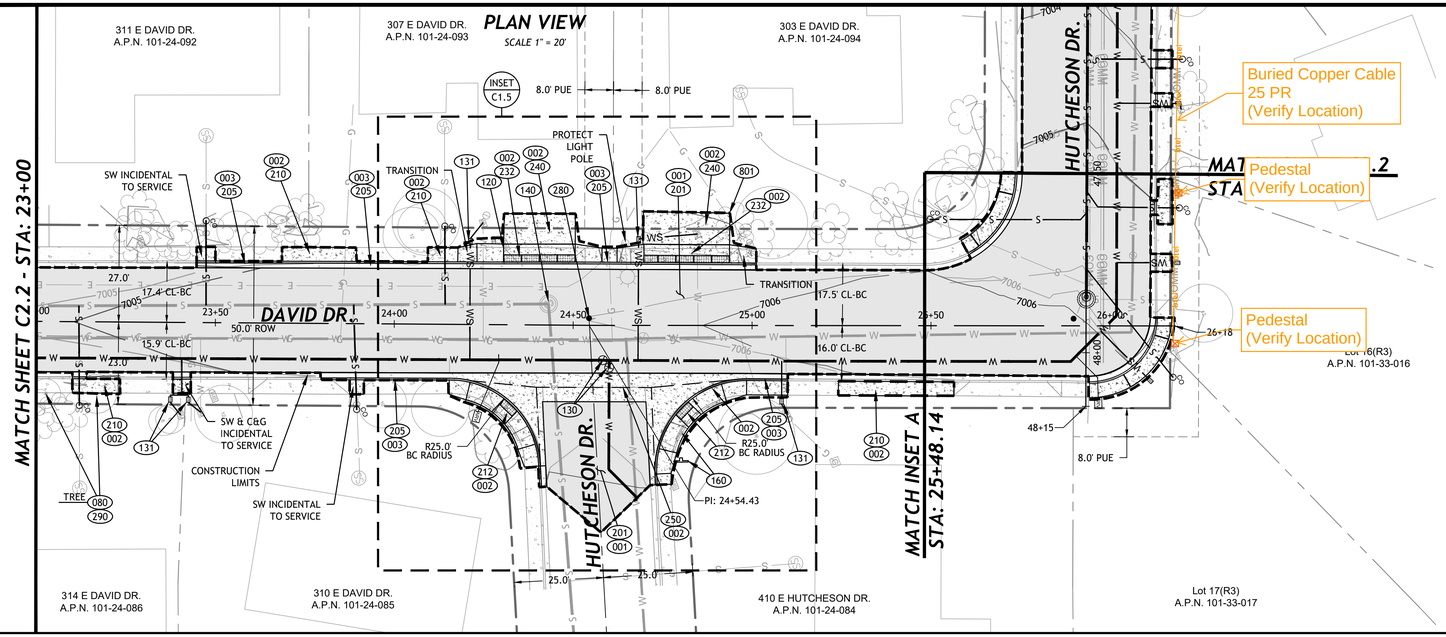
FINAL 1

JOB NO.:18COF03	BY: DCW	CK'D: TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

C2.2

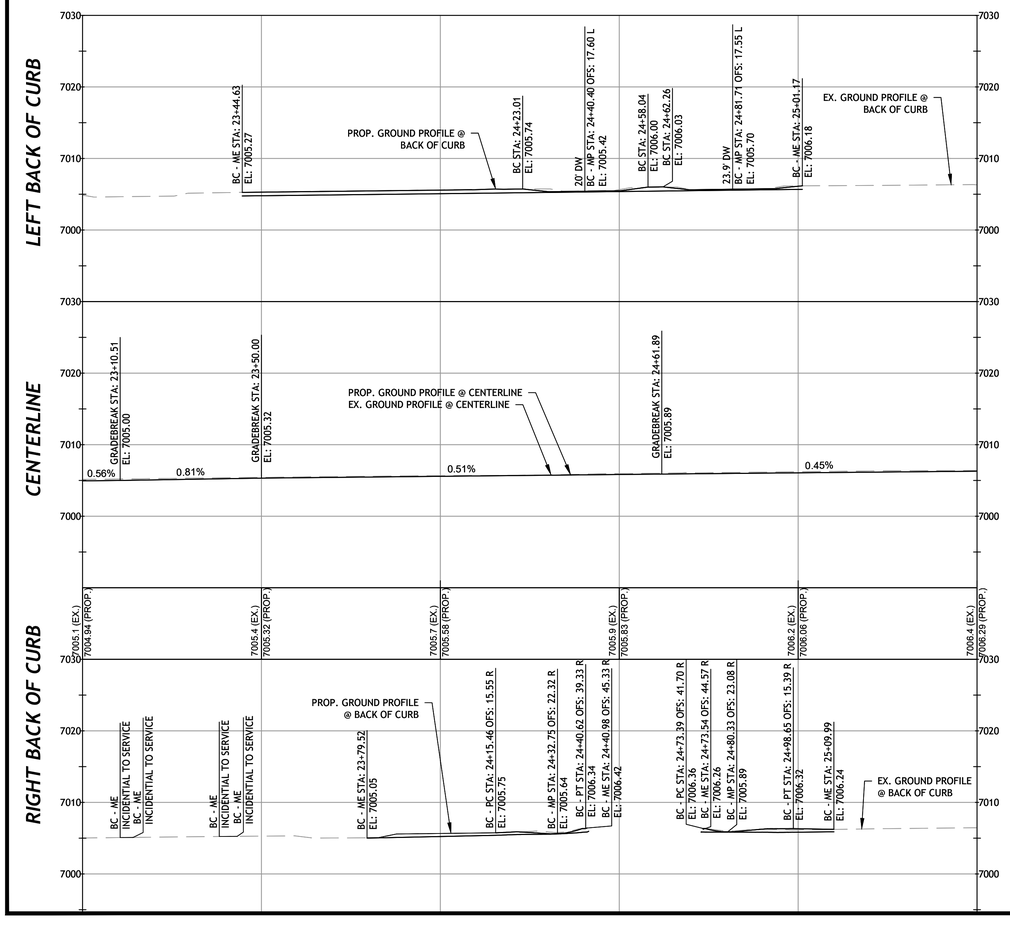
PLAN VIEW

SCALE 1" = 20'

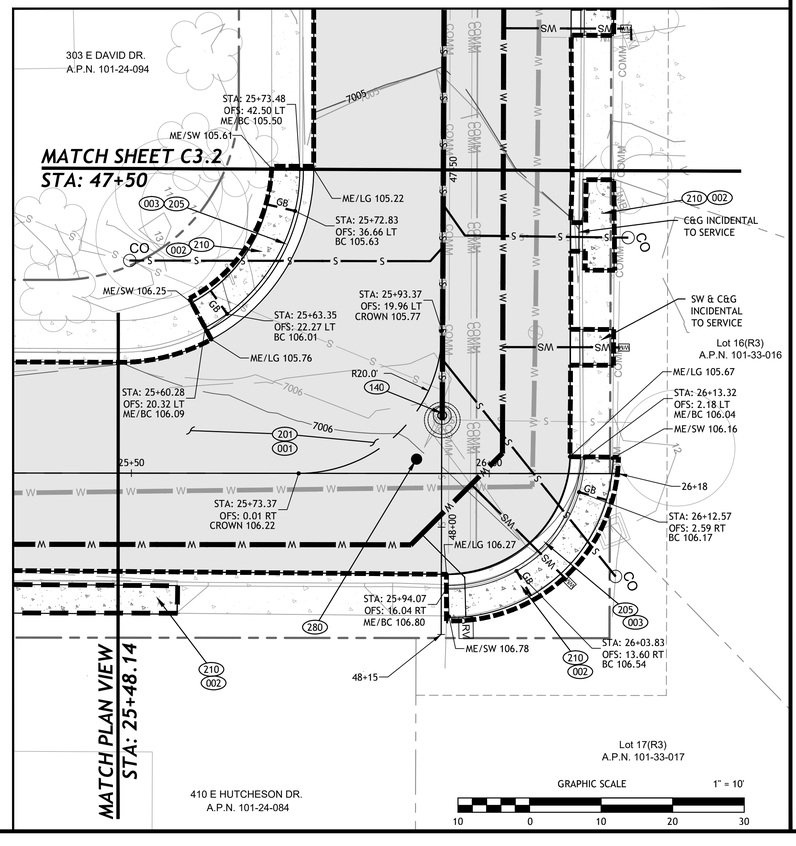


PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



INSET A



REMOVALS (000)

001 1,241 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 2,229 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 348 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

RELOCATIONS & ADJUSTMENTS (100)

120 1 EA
Remove, store and replace mailbox on new footing.

130 2 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

160 1 EA
Remove & relocate street sign on new 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.

ROADWAY CONSTRUCTION (200)

201 1,225 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 362 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 777 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

212 2 EA
25-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, as modified by the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

232 376 SY
6" PCC / 3" ABC, 5-ft combination driveway & curb ramp per Detail G, Sheet C1.3.

240 368 SF
6" PCC / 3" ABC driveway matchup.

250 674 SF
8-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038.

280 2 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

OTHER

801 NPI Protect gas line.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

ARIZONA CERTIFICATE NO. 42777 THOMAS E. SMITH Date 2019

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - ROADWAY PLAN & PROFILE
STA: 23+00 - 25+48.14

FINAL 1

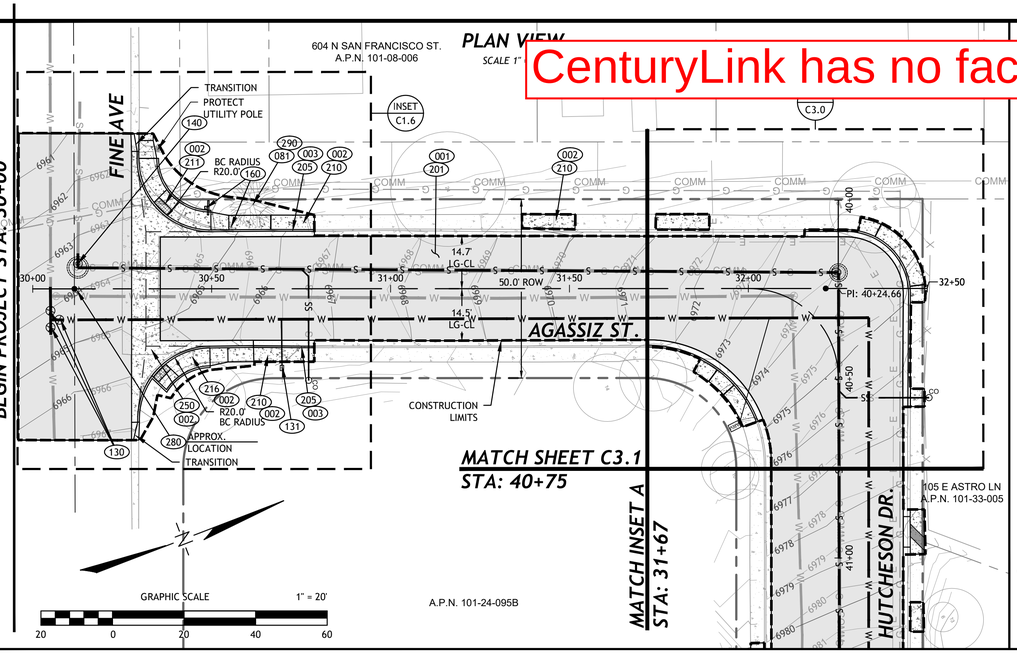
JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'		DATE: JUN 2019

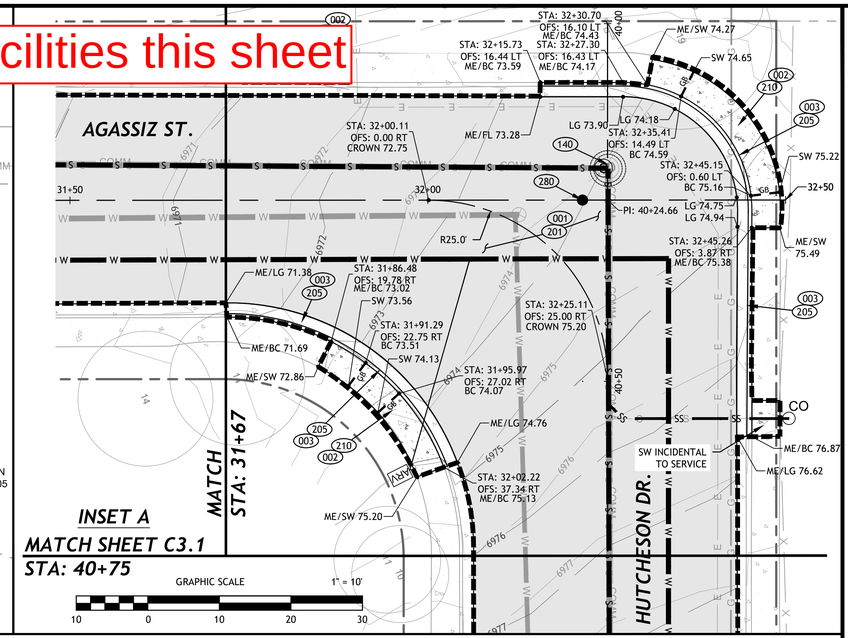
C2.3

CenturyLink has no facilities this sheet

PLAN VIEW

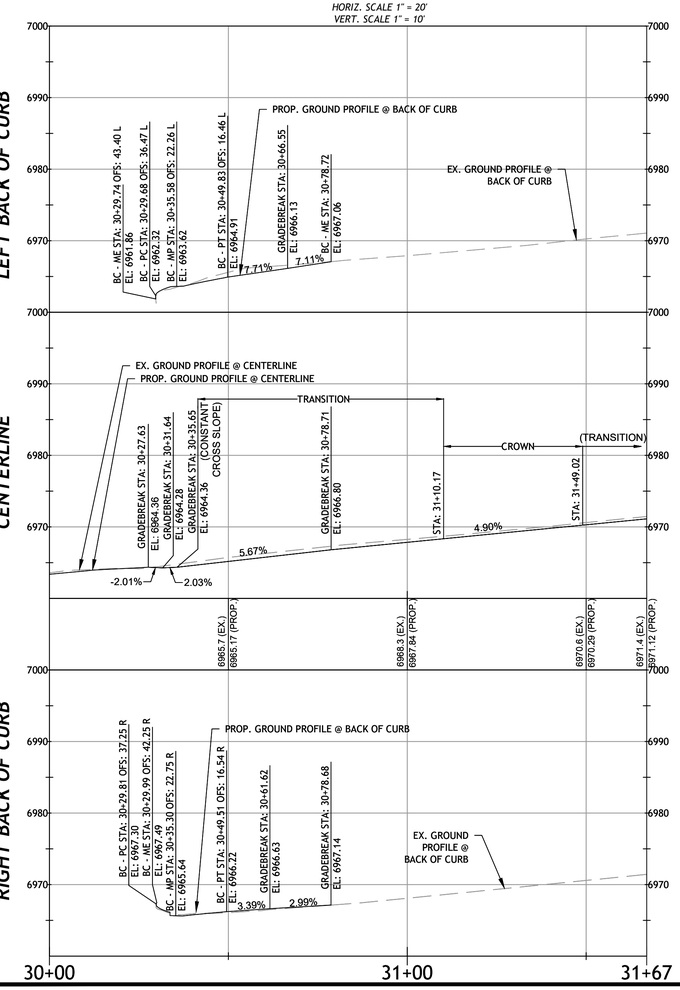
SCALE 1"





PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,118 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 1,484 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 243 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

081 1 EA
Remove & dispose tree and stump >12" dia. Coordinate removal with COF.

RELOCATIONS & ADJUSTMENTS (100)

130 3 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

160 1 EA
Remove & relocate street sign on new 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.

ROADWAY CONSTRUCTION (200)

201 1,133 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 244 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 596 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

211 1 EA
20-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, modified for a 20-ft radius and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

216 1 EA
20-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5, modified for a 20-ft radius, added integral curb, and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

250 548 SF
8-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038.

280 2 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

CERTIFICATE NO. 42777
THOMAS E. SMITH
DATE SIGNED 06/30/19
REGISTERED PROFESSIONAL ENGINEER (Civil)
STATE OF ARIZONA

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - ROADWAY PLAN & PROFILE
STA: 30+00 - 31+65

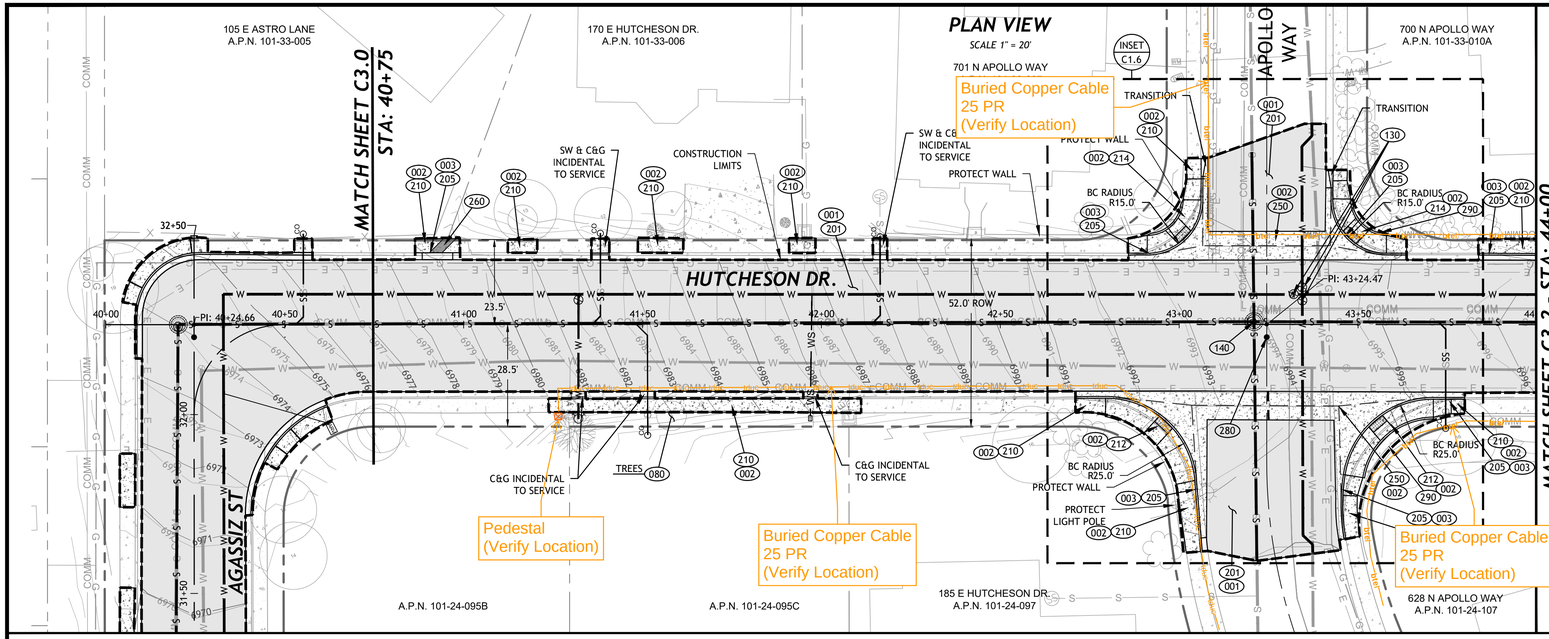
FINAL 1

C3.0

JOB NO.:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

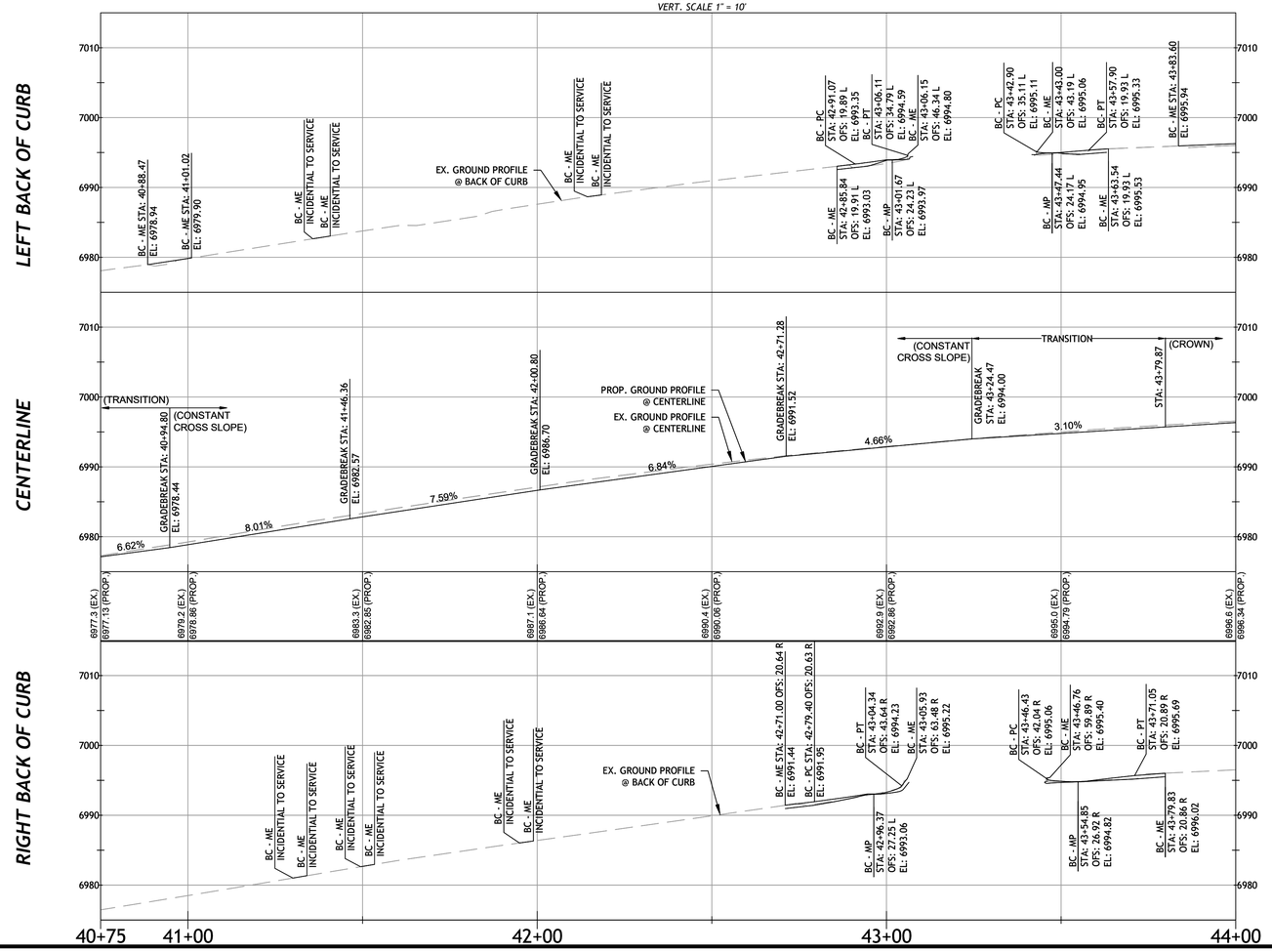
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,624 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 2,517 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 215 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

023 NPI
Remove & dispose depressed sidewalk.

080 1 LS
Clear & grub within the construction limits, includes miscellaneous rocks. Includes trimming trees and shrubs that overhang sidewalk to 8-ft clear (vertical). Contractor shall limit disturbed landscaping to the greatest extent possible.

RELOCATIONS & ADJUSTMENTS (100)

130 4 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

140 1 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,586 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 236 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 875 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

212 2 EA
25-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, as modified by the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

214 2 EA
15-ft Curb Ramp per MAG standard Det. 236-5 (25' - 35' R - Radial Parallel Curb Ramp) and Sheet C1.5 & C1.6, modified for a 15-ft radius and per the special provisions. Cast iron detectable warning per COF Engineering Det. 10-10-043.

250 1,477 SF
8-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038.

260 1 EA
Scupper per MAG Standard Det. 203.

280 1 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

290 1 LS
Restore landscaping per the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

CERTIFICATE NO. 42777 THOMAS E. SMITH DATE signed 04/30/19

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - ROADWAY PLAN & PROFILE
STA: 40+75 - 44+50

FINAL 1

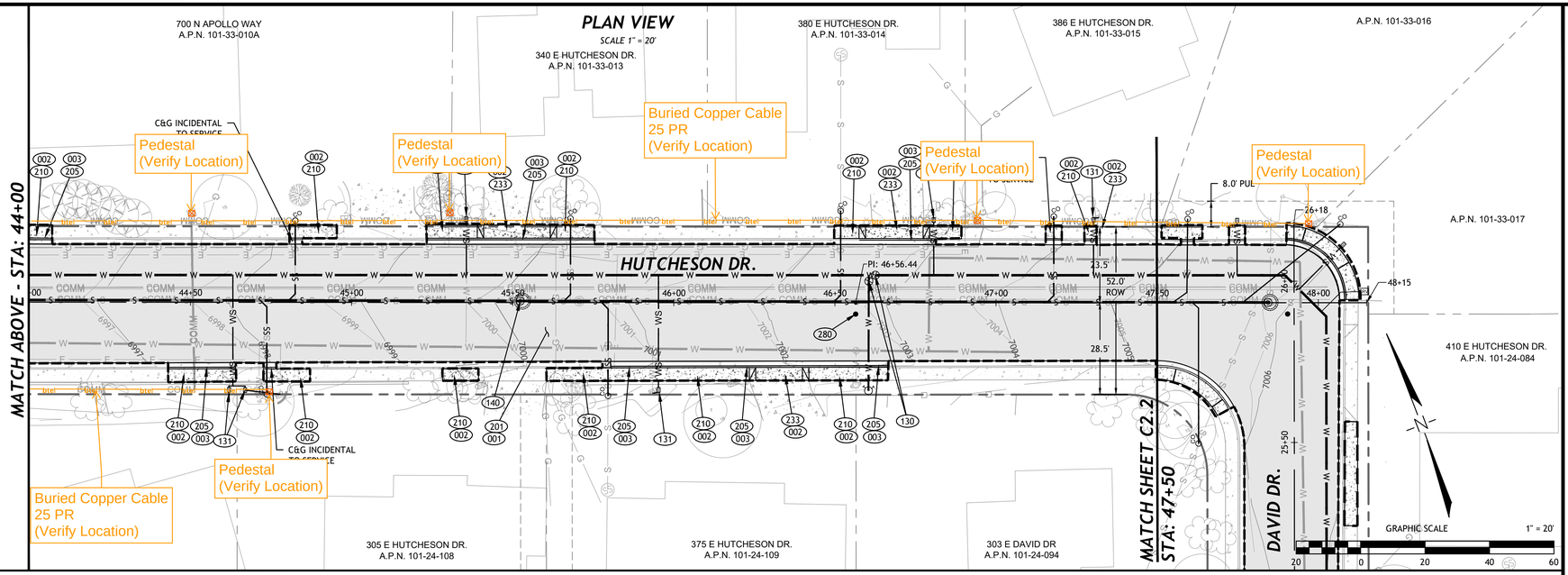
JOB NO: 18COF03	BY: DCW	CK'D: TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

C3.1

COF PROJECT NO. 03-19001

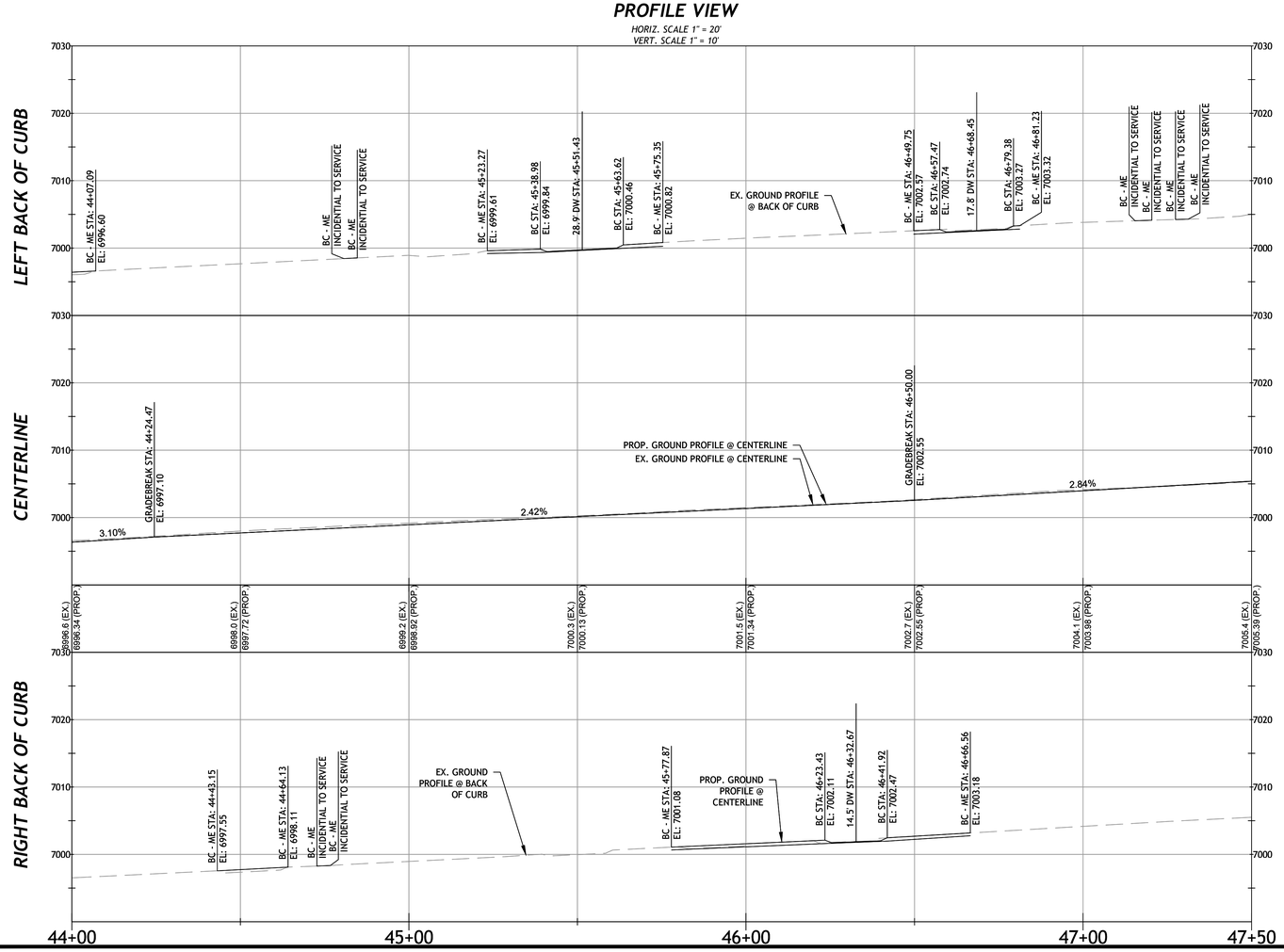
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,416 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 1,085 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 190 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

RELOCATIONS & ADJUSTMENTS (100)

130 2 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 1 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,416 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

205 190 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

210 825 SF
4" PCC / 3" ABC sidewalk per MAG Standard Det. 230 and the special provisions.

233 260 SF
6" PCC / 3" ABC, 4-ft residential driveway with 2-ft wings per Detail H, Sheet C1.3.

280 1 EA
Survey monument, Type B, per COF Engineering Det. 3-02-070 and the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com



CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - ROADWAY PLAN & PROFILE
STA: 44+50 - 47+50

FINAL 1

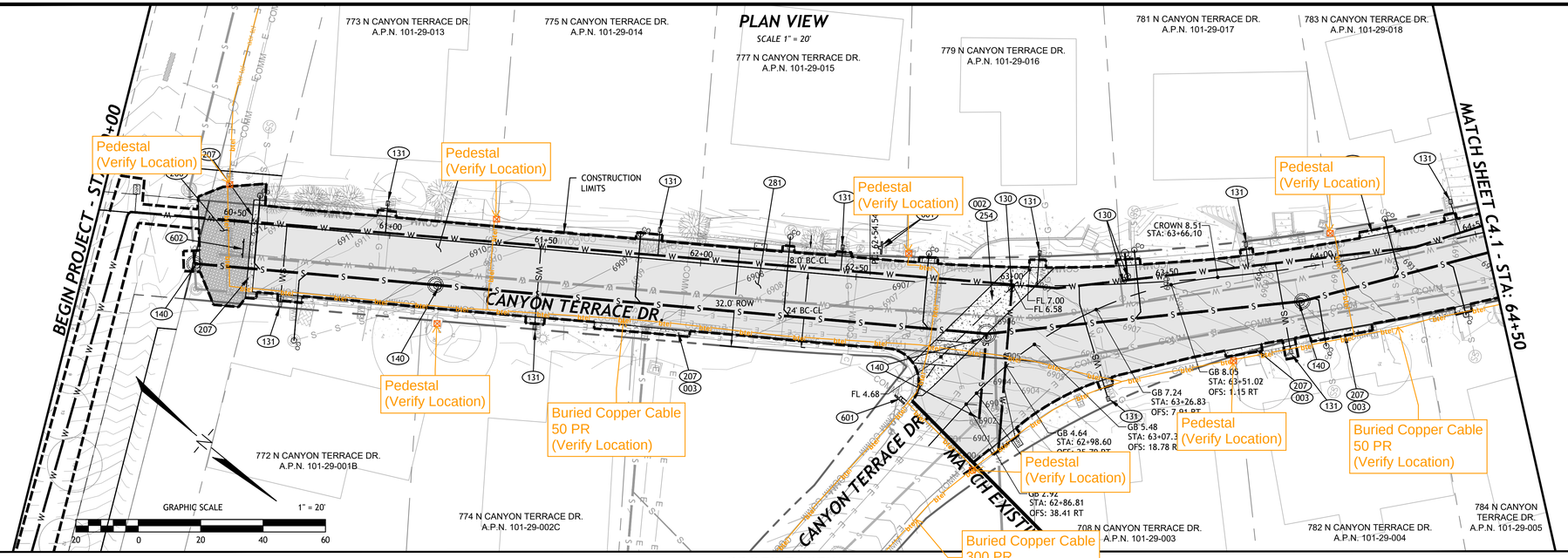
JOB NO:18COF03	BY:DCW	CK'D: TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

C3.2

COF PROJECT NO. 03-19001

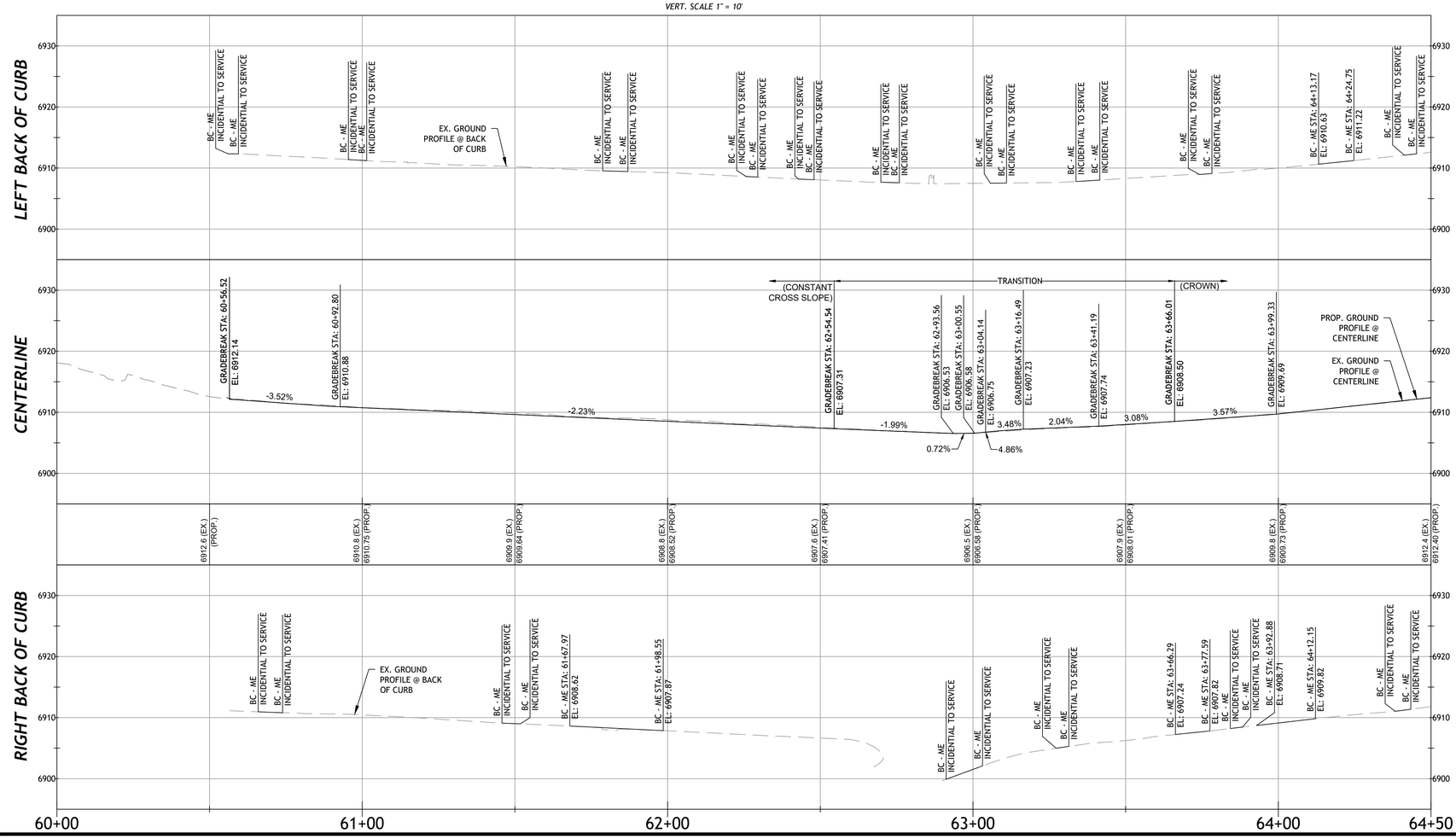
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,342 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 517 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 75 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

030 1 EA
Remove & dispose sign, post, & footing.

RELOCATIONS & ADJUSTMENTS (100)

130 3 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 5 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,342 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

207 115 LF
Roll curb, match existing curb configuration. Includes 5-ft transitions as required.

254 517 SF
10-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038 modified for 10-ft width.

266 100 SY
12" thick riprap (cinder clinkers), D50= 6" on nonwoven geosynthetic fabric, Class A, per MAG Spec. 796.

281 1 LS
Set new right-of-way centerline monuments the full length of Canyon Terrace. All monuments shall be Type B, per COF Engineering Det. 3-02-070 and the special provisions.

STRIPING & SIGNAGE (600)

601 2 EA
Sign and post, 2" post per ADOT Standard Dwg. S-1, Sheet C1.3.
No Outlet (MUTCD: W14-2, 30"x30") STA. 62+57 OFS. 10 LT
No Outlet with Arrow (MUTCD: W14-2a, 36"x9", Arrow left) STA. 62+67.3 OFS: 37.3 RT

602 1 EA
End of road barricade, Type A, per MAG Standard Det. 130, modified as follows: includes installation of Dead End sign (MUTCD: W14-1, 30"x30")

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

EXPIRES 09/30/2020 — REGISTERED ENGINEER (Civil) — 42777 — THOMAS E. SMITH — DATE SIGNED 04/17/2020 — ARIZONA U.S.A.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - ROADWAY PLAN & PROFILE
STA: 60+00 - 64+50

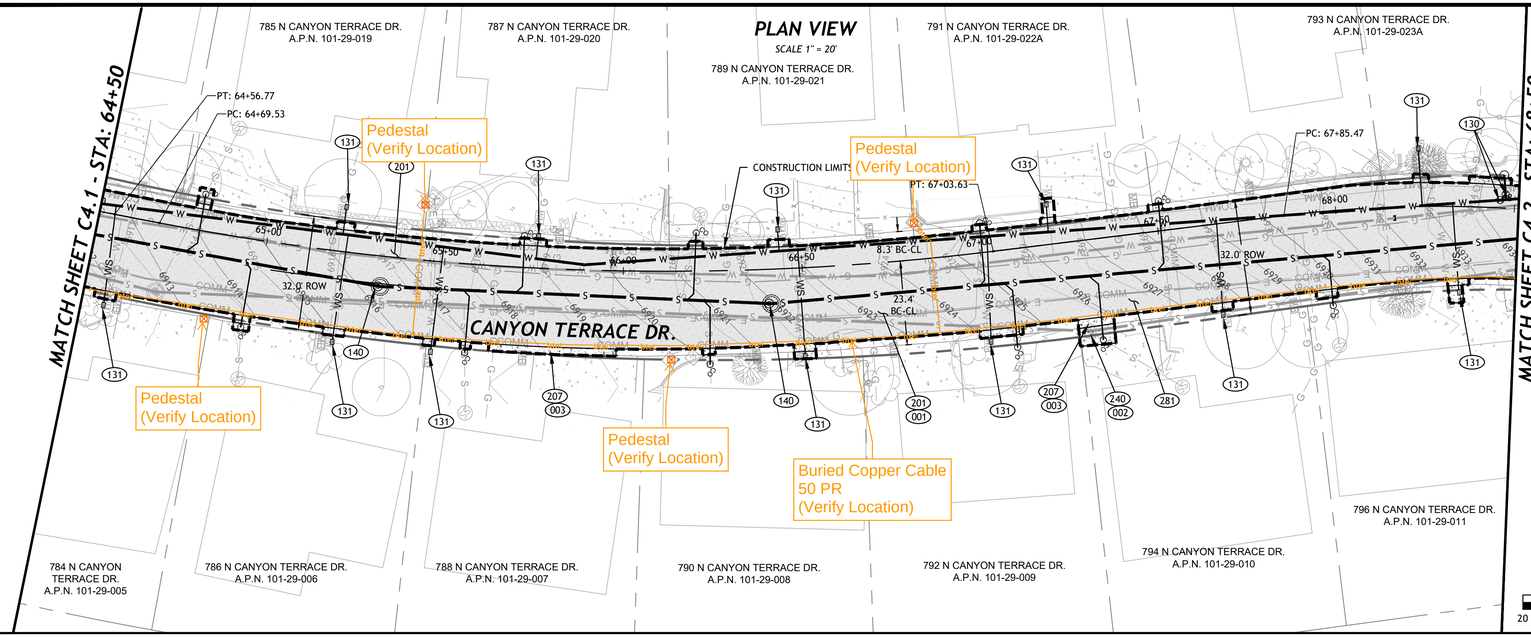
FINAL 1

C4.0	JOB NO.:18COF03	BY:DCW	CK'D:TES/CAL
	SCALE: 1"=20'	DATE: JUN 2019	

COF PROJECT NO. 03-19001

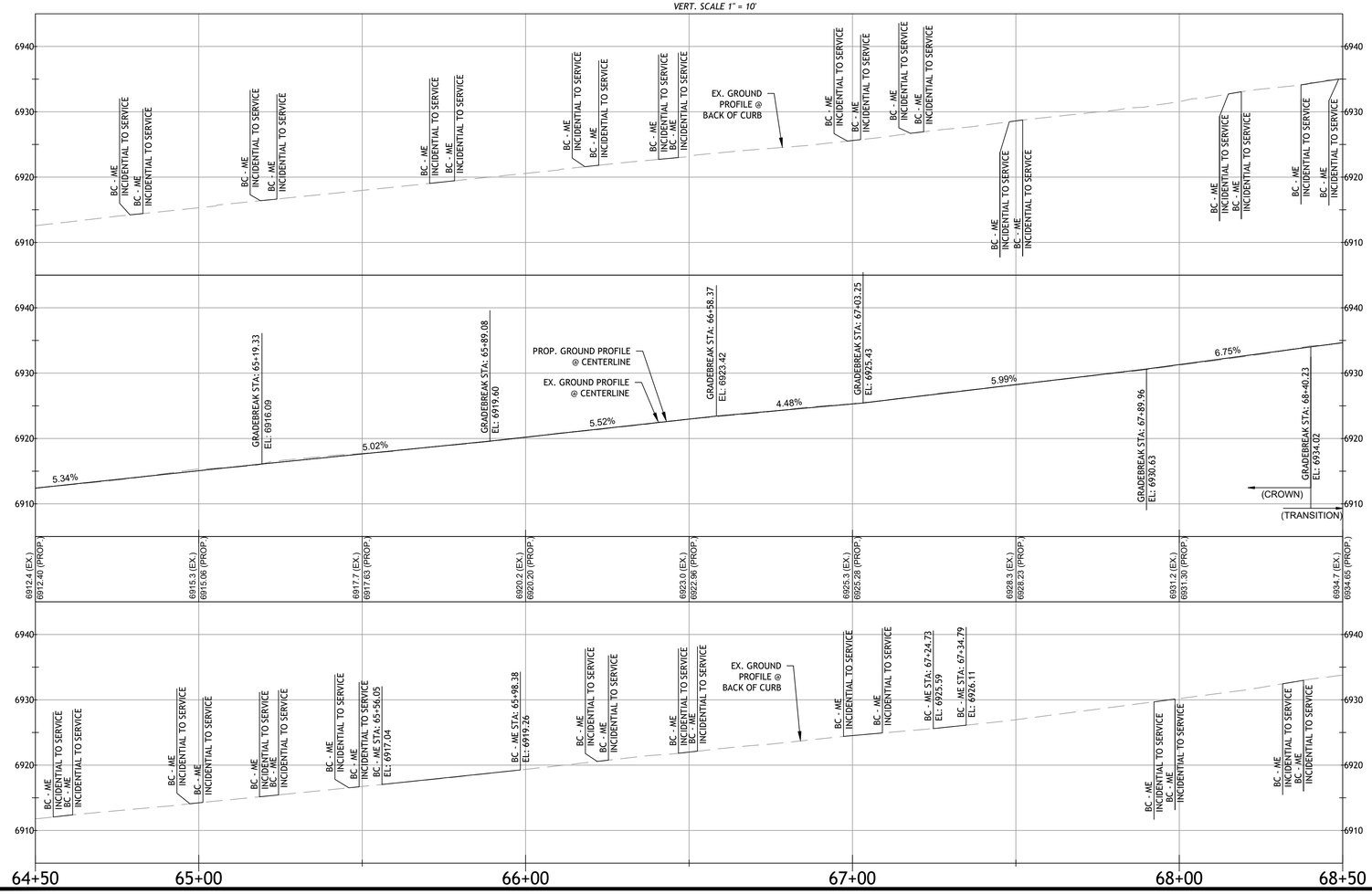
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 10'



REMOVALS (000)

001 1,230 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 55 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 46 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

RELOCATIONS & ADJUSTMENTS (100)

130 2 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

ROADWAY CONSTRUCTION (200)

201 1,230 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

207 46 LF
Roll curb, match existing curb configuration. Includes 5-ft transitions as required.

240 55 SF
6" PCC / 3" ABC driveway matchup.

281 1 LS
Set new right-of-way centerline monuments the full length of Canyon Terrace. All monuments shall be Type B, per COF Engineering Det. 3-02-070 and the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

42777 THOMAS E. SMITH — Date signed 06/28/19

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - ROADWAY PLAN & PROFILE
STA: 64+50 - 68+50

FINAL 1

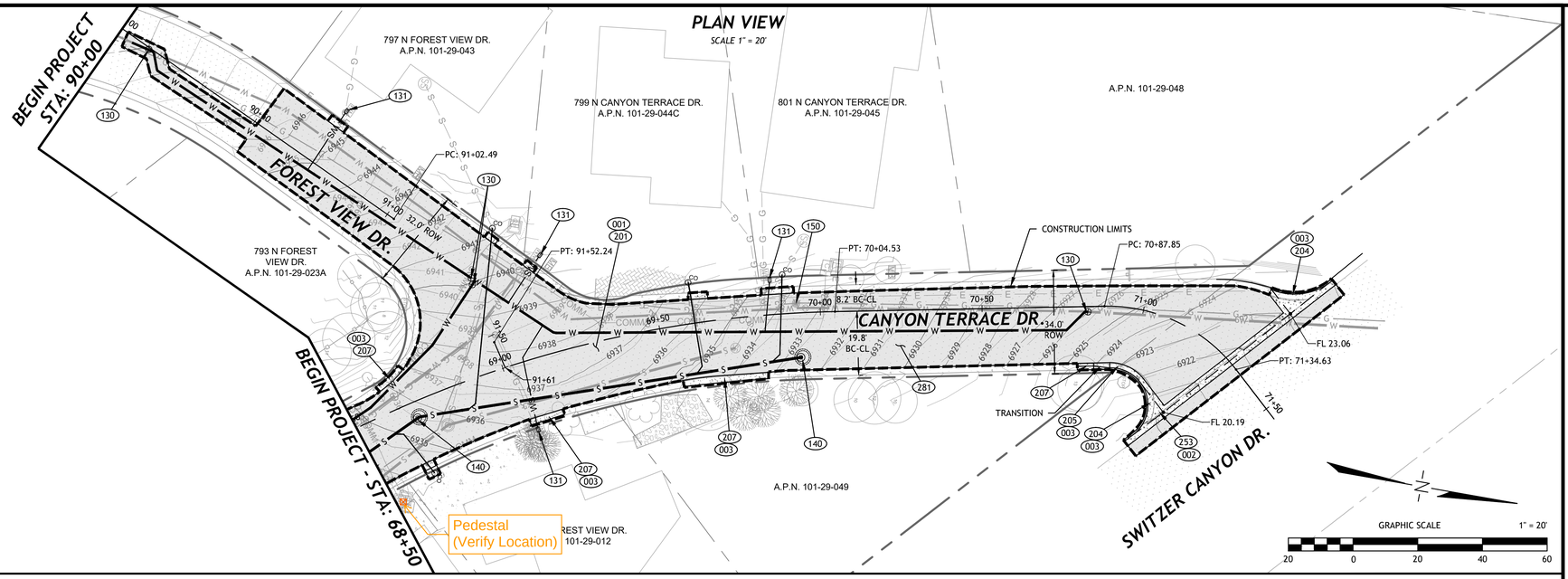
JOB NO:18COF03	BY:DCW	CK'D: TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

C4.1

COF PROJECT NO. 03-19001

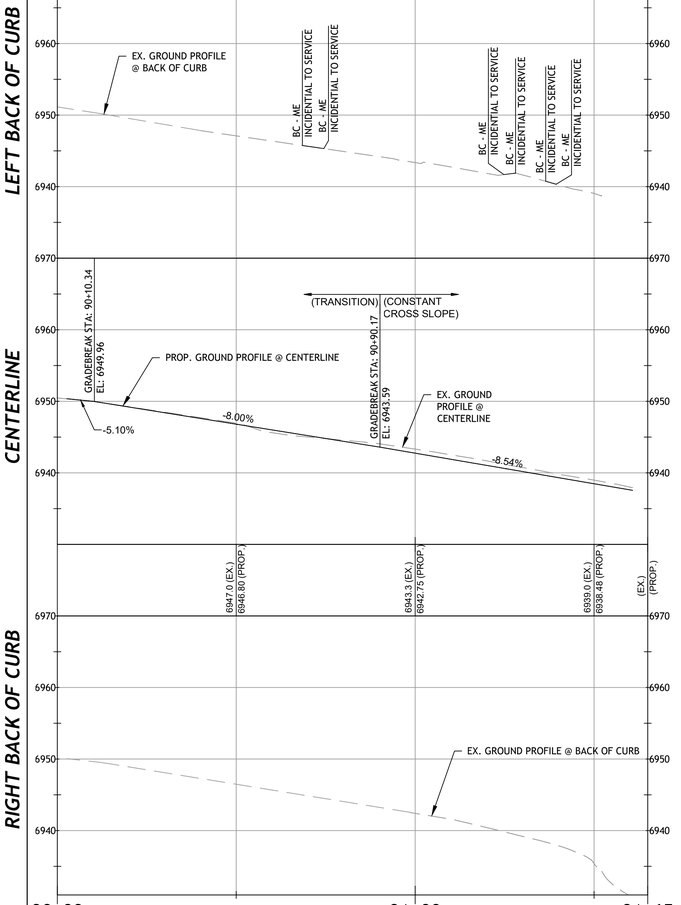
PLAN VIEW

SCALE 1" = 20'



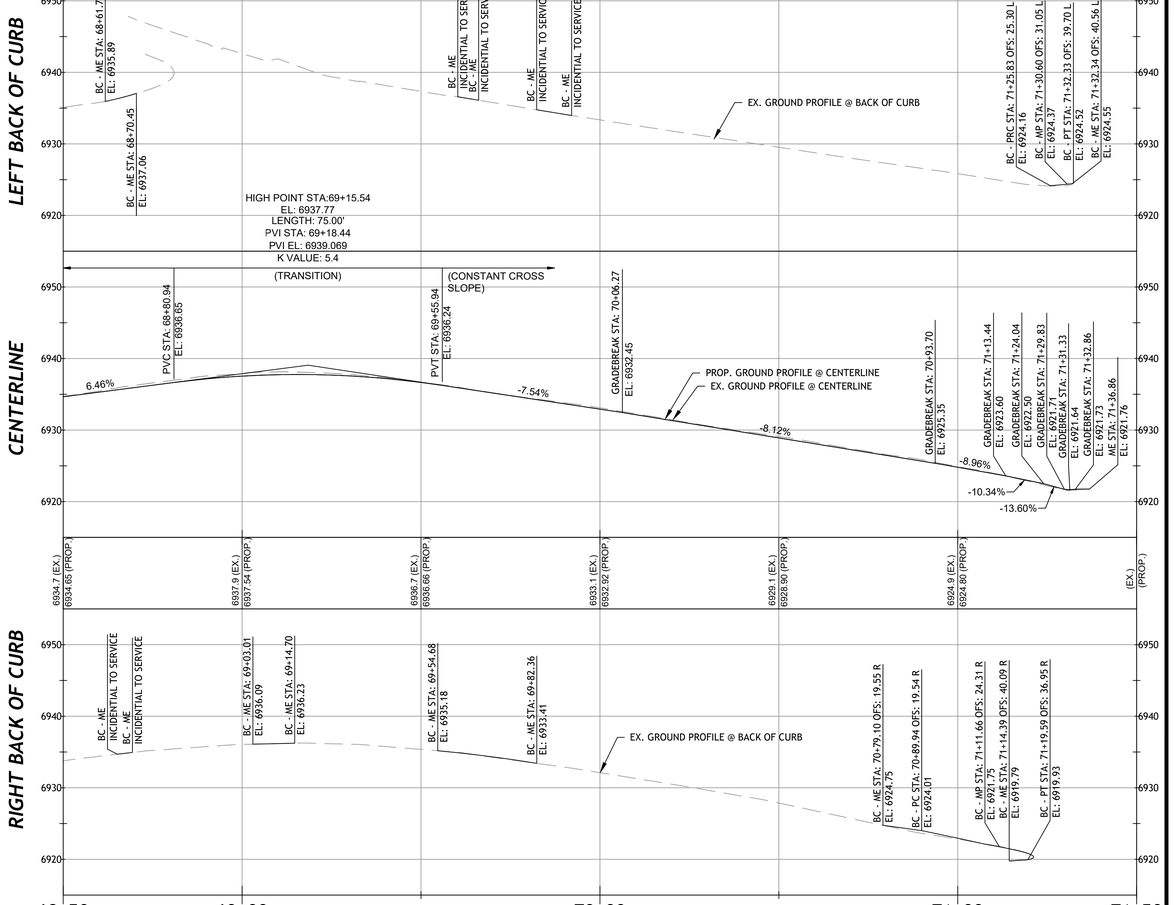
PROFILE VIEW - FOREST VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



PROFILE VIEW - CANYON TERRACE

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

001 1,221 SY
Sawcut, remove & dispose asphaltic concrete pavement at the limits shown.

002 129 SF
Remove & dispose Portland cement concrete to the joint nearest the limits shown.

003 108 LF
Remove & dispose concrete curb & gutter (vertical or rolled) to the nearest joint.

RELOCATIONS & ADJUSTMENTS (100)

130 4 EA
Adjust valve box & cover to finished grade per COF Engineering Det. 9-03-060 and 9-03-062.

131 NPI (Included with water service installation)
Adjust water meter box to finished grade per COF Engineering Det. 9-03-070.

140 2 EA
Adjust manhole frame & cover to finished grade per COF Engineering Det. 9-03-062.

150 1 EA
Adjust misc. utility appurtenance to finished grade. Coordinate with franchise utility per special provisions.

ROADWAY CONSTRUCTION (200)

201 1,193 SY
3" AC / 6" ABC pavement section per Detail A, Sheet C1.3, match-up at existing roadways per Detail F, Sheet C1.3.

204 40 LF
Type A vertical curb & gutter (spill) on 3" ABC per MAG Standard Det. 220, Detail E, Sheet C1.3.

205 16 LF
Type A vertical curb & gutter (standard) on 3" ABC per MAG Standard Det. 220 and the special provisions. Includes transition to spill curb as required.

207 52 LF
Roll curb, match existing curb configuration. Includes 5-ft transitions as required.

253 322 SF
3-ft valley gutter on 8" ABC per COF Engineering Det. 8-06-010 & 10-10-038 modified for 3-ft width.

281 1 LS
Set new right-of-way centerline monuments the full length of Canyon Terrace. All monuments shall be Type B, per COF Engineering Det. 3-02-070 and the special provisions.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

ARIZONA CERTIFICATE NO. 42777 THOMAS E. SMITH Date 6/30/19 REGISTERED PROFESSIONAL ENGINEER

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - ROADWAY PLAN & PROFILE
STA: 68+50 - 71+50 & STA: 90+00 - 91+65
FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

C4.2

COF PROJECT NO. 03-19001

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS - UTILITIES

FLAGSTAFF, AZ
T21N, R7E, SECTION 15
COF PROJECT NO. 03-19001 & ST3346

UTILITY SHEET INDEX

UT1.0	UTILITY COVER & GENERAL NOTES
UT1.1	UTILITY INDEX MAP
UT1.2-UT1.5	UTILITY DETAILS
UT1.6	UTILITY QUANTITY SUMMARY & LEGEND
WL2.0-WL2.3	DAVID DR. - WATER PLAN & PROFILE
WL3.0-WL3.3	HUTCHESON DR. - WATER PLAN & PROFILE
SL3.0-SL3.2	HUTCHESON DR. - SEWER PLAN & PROFILE
WL4.0-WL4.3	CANYON TERRACE DR. - WATER PLAN & PROFILE
SL4.0-SL4.2	CANYON TERRACE DR. - SEWER PLAN & PROFILE

CITY OF FLAGSTAFF ASBESTOS NOTES

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.
The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required to the Arizona Department of Environmental Quality http://www.azdeq.gov/environ/air/asbestos/ 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work but could be required for a very large project involving numerous saw cuts of utility pipes.

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:
- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

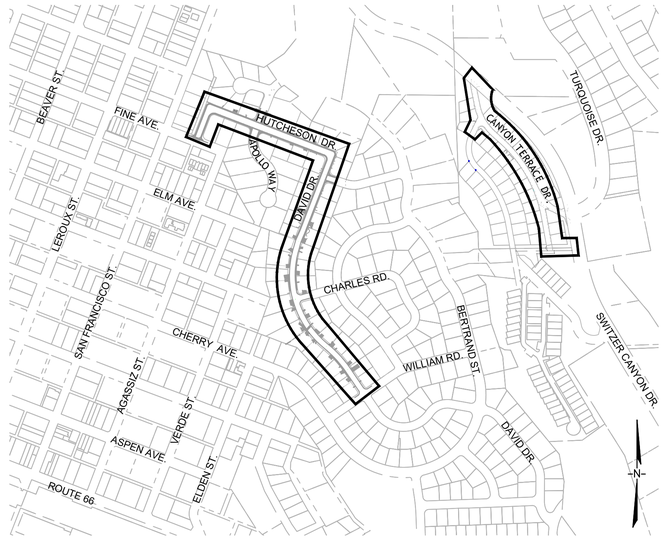
The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

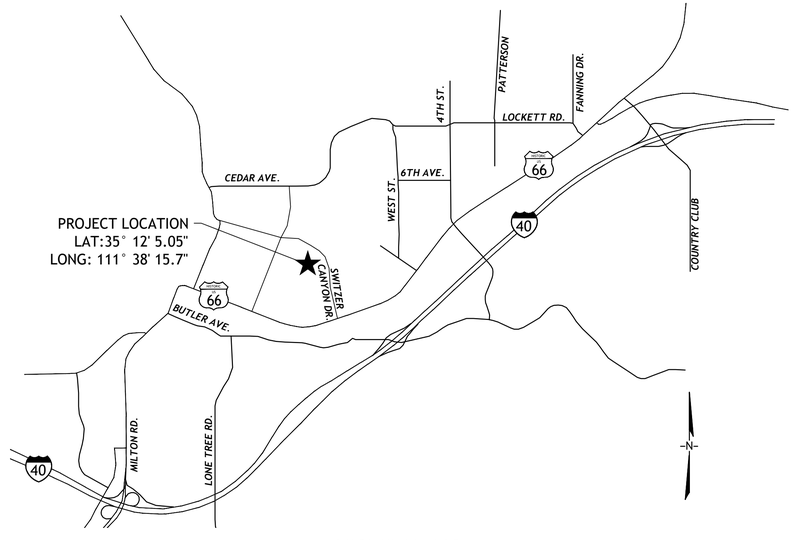
If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery. If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (dust from cutting) and breaking pipes may generate RACM. RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

CONSTRUCTION DOCUMENTS PREPARED IN ACCORDANCE WITH 2019 REVISION TO THE 2015 EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) STANDARD SPECIFICATIONS AND DETAILS, AND THE CITY OF FLAGSTAFF REVISIONS TO MAG UNIFORM STANDARD SPECIFICATIONS AND MAG UNIFORM STANDARD DETAILS.



AREA MAP
N.T.S.



VICINITY MAP
N.T.S.

OWNER
City of Flagstaff
211 W Aspen Ave.
Flagstaff, AZ 86001
Contact: Eli Reisner, P.E., Project Manager
Phone: (928) 213-2679

CIVIL ENGINEER
Peak Engineering,Inc.
110 N. Agassiz Street
Flagstaff, AZ 86001
Contact: Thomas E. Smith, P.E.
Phone: (928) 774-4046

CITY OF FLAGSTAFF WATER AND SEWER NOTES

All design, construction, testing and inspection shall conform to the ADEQ requirements: water distribution in accordance with Bulletins 10 and 8, and sewer collection in accordance with AAC Title 18. In the event the ADEQ requirements conflict with these Standards, the more restrictive shall apply.

A. Rough grading shall be completed within one-tenth of a foot of plan grade and approved by the City Engineer's authorized representatives prior to installation of underground utilities.

B. No trench shall be filled with bedding material or backfill until the excavation and pipe laying, respectively, have been approved by the City Engineer's authorized representative.

C. A water pressure test is required of all water lines and a hydrostatic or air test is required of all sewer lines and manholes. Tests are to be conducted after backfilling is complete and compacted on all public and/or private underground utilities.

D. Water and sewer service lines are to be marked as shown on the standard service details.

E. Water line disinfection is to be accomplished as outlined in Arizona Department of Environmental Quality (ADEQ) "Bulletin No. 8."

F. Water pipe classification shall be Class 305 for A.W.W.A. C-900 PVC and Class 350 for ductile iron unless otherwise approved by the City Engineer. C-900 shall conform to cast-iron-equivalent outside diameter and have elastromeric gaskets and couplings. All ductile iron pipe lines shall be polyethylene encased in accordance with MAG Specifications.

G. All materials that come into contact with drinking water shall conform to NSF Standard 61 including, but not limited to, gaskets, lubricants, pipe fittings, and valves. (NSF-pw seal) (R18-4-119B)

H. All public sanitary sewer lines and private sewer service lines within a public utility easement or right-of-way will be inspected prior to acceptance by the City.

I. Water and sewer mains shall be separated in order to protect public water systems from possible contamination. All distances are measured perpendicularly from the outside of the sewer main to the outside of the water main. Separation requirements are as follows:

1. A water main shall not be placed:
   a. Within six feet, horizontal distance, and less than two feet, vertical distance, above the top of a sewer main unless extra protection is provided. Extra protection shall consist of constructing the sewer main with mechanical joint ductile iron pipe or with slip-joint ductile iron pipe if joint restraint is provided. Alternate extra protection shall consist of encasing both the water and sewer mains in at least six inches of concrete for at least ten feet beyond the area covered by this paragraph.
   b. Within two feet horizontally and two feet below the sewer main. When a water main is placed below a sewer main, extra protection is always required regardless of the vertical separation.
2. No water pipe shall pass through or come into contact with any part of a sewer manhole. The minimum horizontal separation between water mains and manholes shall be six feet, measured from the center of the manhole.
3. The minimum separation between force mains or pressure sewers and water mains shall be two feet vertically and six feet horizontally under all conditions. Where a sewer force main crosses above or less than six feet below a water line, the sewer mains shall be encased in at least six inches of concrete or constructed using mechanical joint ductile iron pipe for ten feet on either side of the water main.
4. Even when extra protection is utilized, the minimum clearance between water and sewer shall be one foot (1').
5. The separation requirements do not apply to building, plumbing, or individual house service connections.

J. When hydrostatic testing is performed, sewer lines shall be tested for infiltration/exfiltration per ADEQ Engineering Bulletin No. 11. Manholes shall be tested by filling the manhole with water. The applicant shall ensure that the drop in water level does not exceed 0.001 of the total manhole volume in one hour. When air testing is performed, sewer lines shall be tested in accordance with ASTM F1417-92. Manholes shall be tested in accordance with ASTM C1244-93.

K. Sewer pipe shall be SDR 35, ASTM D3034 for PVC pipe, or Class 150 DIP lined with Protecto 401 ceramic epoxy or HDPE ASTM F894. All ductile iron pipelines shall be polyethylene encased in accordance with MAG Specifications. Special design considerations may require a higher class rating of DIP.

L. No water settling of trench fill material is allowed.

M. All water and sewer design and construction shall conform to the current Arizona Department of Environmental Quality (ADEQ) requirements. When ADEQ requirements are in conflict with these standards, the more restrictive shall apply.

N. Tracer wires and tapes shall be installed prior to testing the water or sewer main as required by Section 13-09-001-0002 . (Strip wire 2 inches at termination of the service).

O. Water valves shall be adjusted per C.O.F Detail No. 9-03-060 and manholes shall be adjusted per C.O.F Detail No. 9-03-062.

P. One hundred percent (100%) of the sewer line shall be tested for uniform slope by remote camera and tested for short-term deflection.

1. When a sewer service is required to be abandoned, it shall be abandoned at the property line and capped using the appropriate materials (PVC, clay, or concrete).
2. When an existing water service is required to be abandoned, it shall be abandoned at the main. The saddle and corp. stop shall be removed and the main clamped with an approved full circle repair clamp.

Q. The location of water services shall be identified by branding a "W" on the top or face of curb.

R. Sewer service locations shall be identified by branding an "S" on the top or face of the curb.

FLOOD ZONE DETERMINATION

The new water and sewer mains are in FEMA Zone X, areas determined to be outside the 0.2% annual chance flood. No scour or special flood considerations are necessary.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
AR ZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

EXPIRES 09/30/2020 (Civil) REGISTERED PROFESSIONAL ENGINEER 42777 THOMAS E. SMITH 04/17/2019 ARIZONA U.S.A.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY COVER & GENERAL NOTES

FINAL 1

UT1.0

JOB NO:18COF03 | SCALE: N/A
BY:DCW | DATE: JUN 2019
CK'D:TES/CAL | #

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

REGISTERED PROFESSIONAL ENGINEER (Civil)
CERTIFICATE NO. 42777
THOMAS E. SMITH
DATE Signed 06/30/19
ARIZONA U.S.A.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INDEX MAP

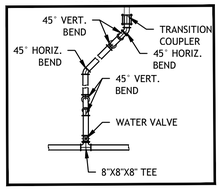
JOB NO:18COF03	BY:DCW	CK'D: TES/CAL
SCALE: 1"=100'	DATE: JUN 2019	

FINAL 1

UT1.1

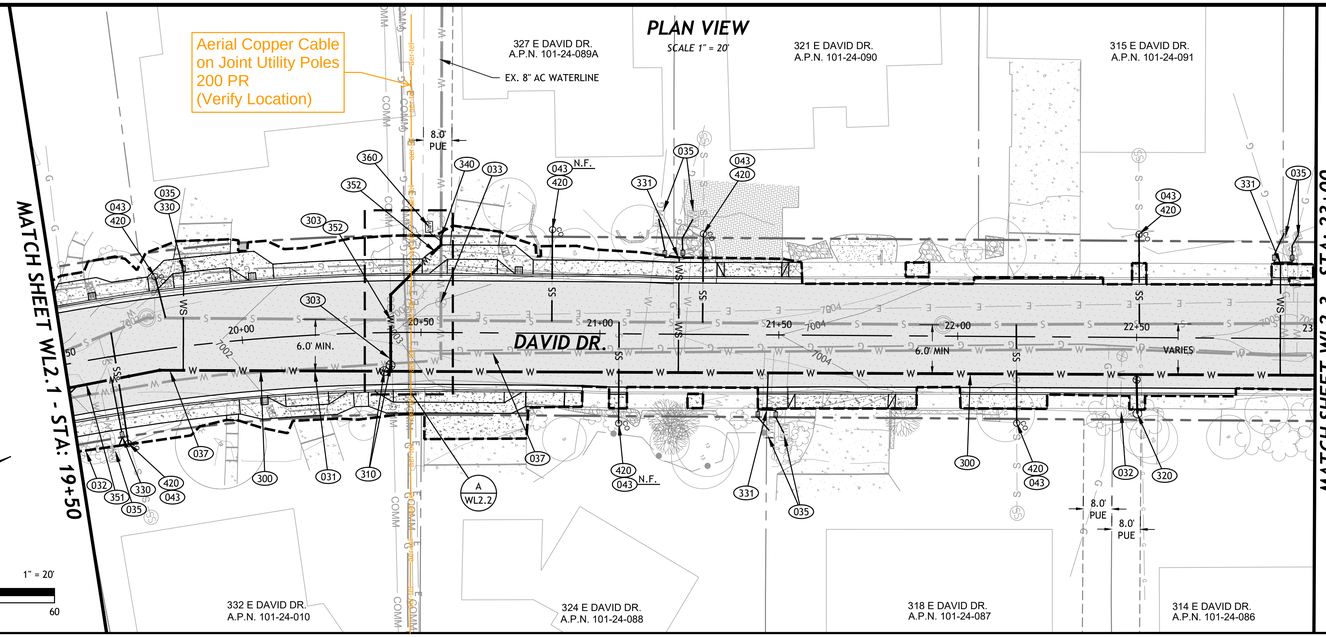
COF PROJECT NO. 03-19001

INSET A



PLAN VIEW

SCALE 1" = 20'

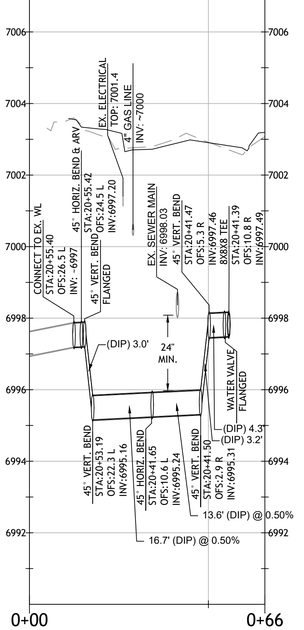


GRAPHIC SCALE 1" = 20'

20 0 20 40 60

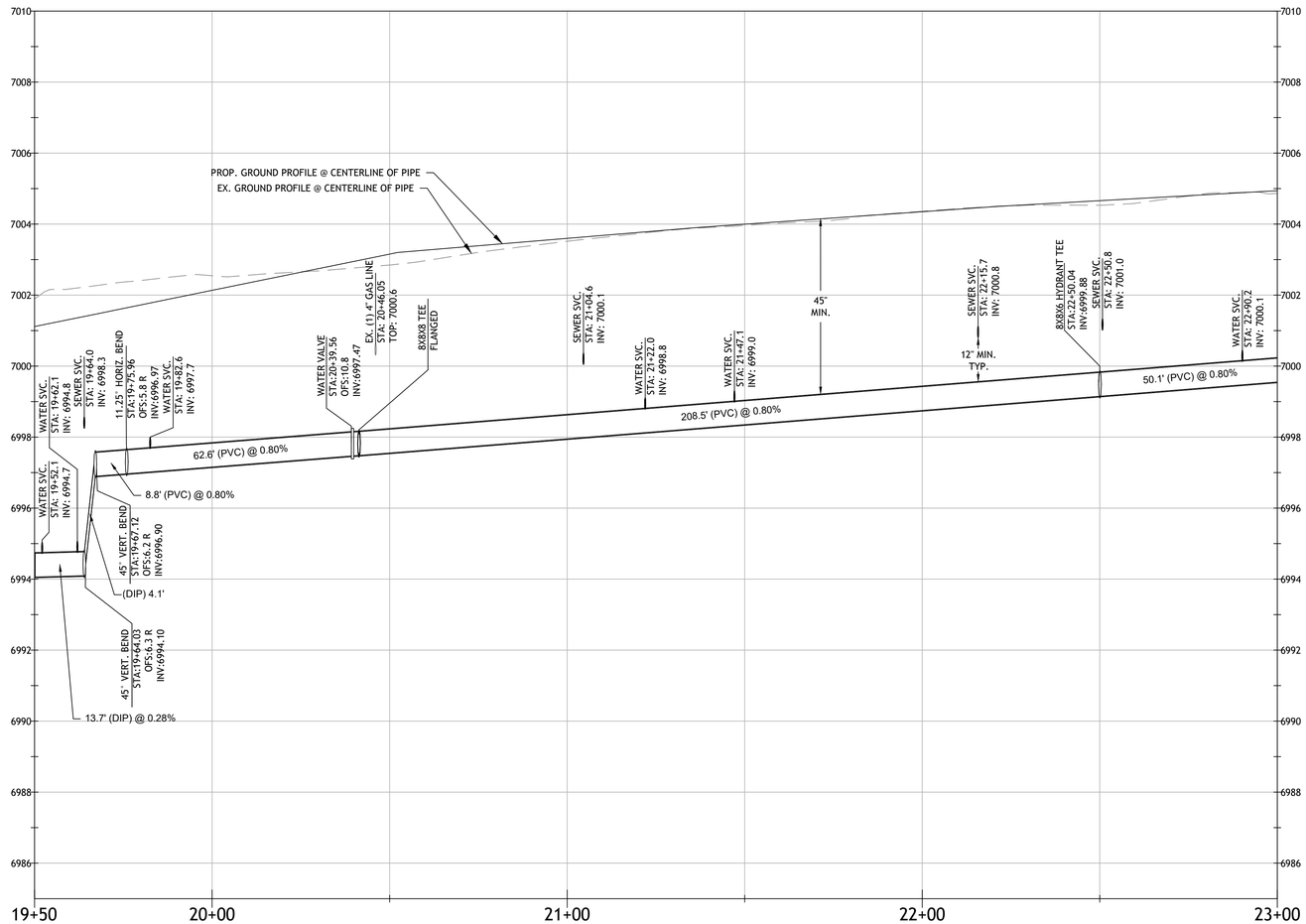
PROFILE VIEW - INSET A

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

032 2 EA
Remove & salvage hydrant one foot below finished grade per the special provisions. Close valve and abandon the lower hydrant assembly, valve and pipe in place. Remove & dispose valve box, cover, & collar. Abandon water valve in place. Coordinate with the City's Project Manager.

033 1 EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

035 8 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager. Cap tee at the main.

043 7 EA
Remove & dispose sewer service and cleanout.

WATER CONSTRUCTION (300)

300 332 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

303 60 LF
8" Class 350 DIP mechanical joint waterline, fully restrained per MAG Std Det 303, Sheet UT1.3. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010 & 9-01-031 (Paved Street), Sheet UT1.2; and tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2.

310 2 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

330 2 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

331 3 EA
1" copper water service per COF Engineering Det. 9-03-070 & 9-03-081 manifolded to two 3/4" water meters, meter boxes per COF Engineering Det. 9-03-080 & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

340 1 EA
Connect to 8" PVC, AC or CI waterline with Powerseal 3501 Transition Coupling or approved equal.

351 3 EA
Install half-vertical realignment (2-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

352 1 EA
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

360 1 EA
1" Combination Air Release Valve per COF Engineering Det. 9-03-101, Sheet UT1.2.

SEWER CONSTRUCTION (400)

420 7 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.
T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC. *Connecting Place to People*

EXPIRES 09/30/2020 CERTIFICATE NO. 42777 THOMAS E. SMITH REGISTERED PROFESSIONAL ENGINEER

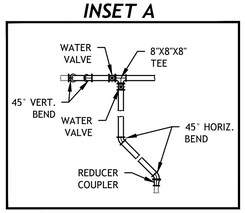
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - WATER PLAN & PROFILE
STA: 19+50 - 23+00

FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

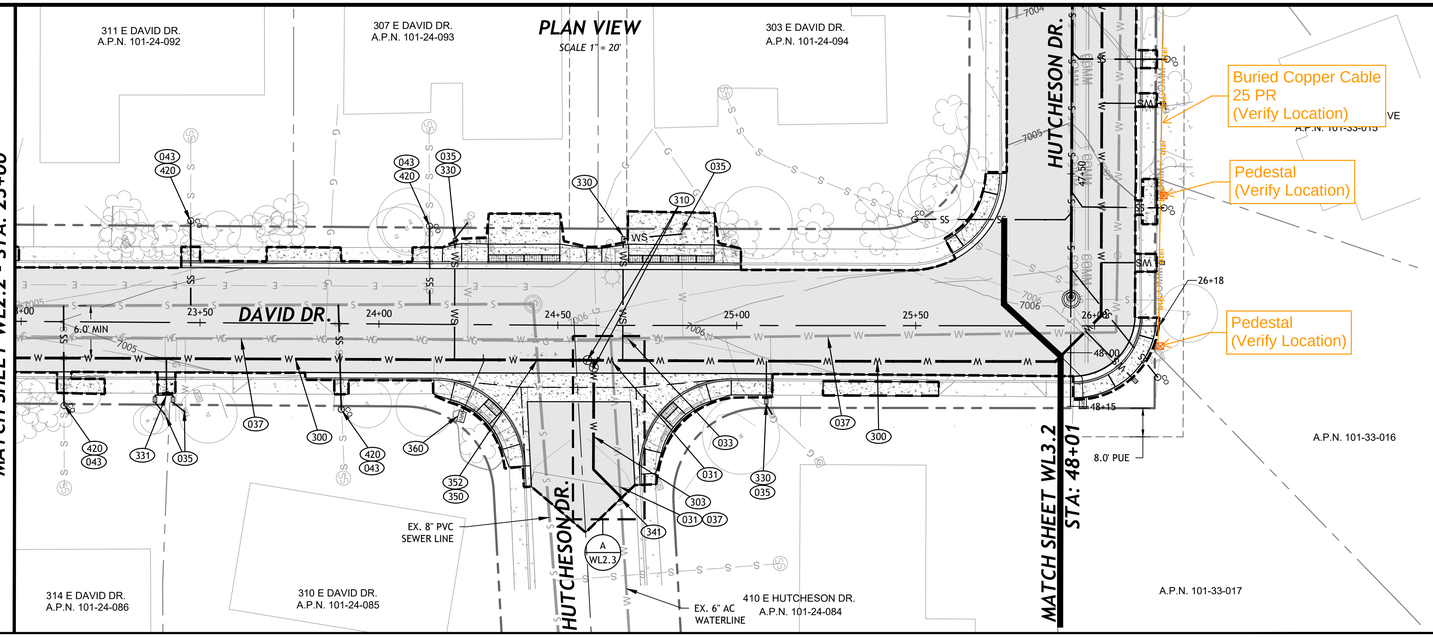
WL2.2

INSET A



PLAN VIEW

SCALE 1" = 20'

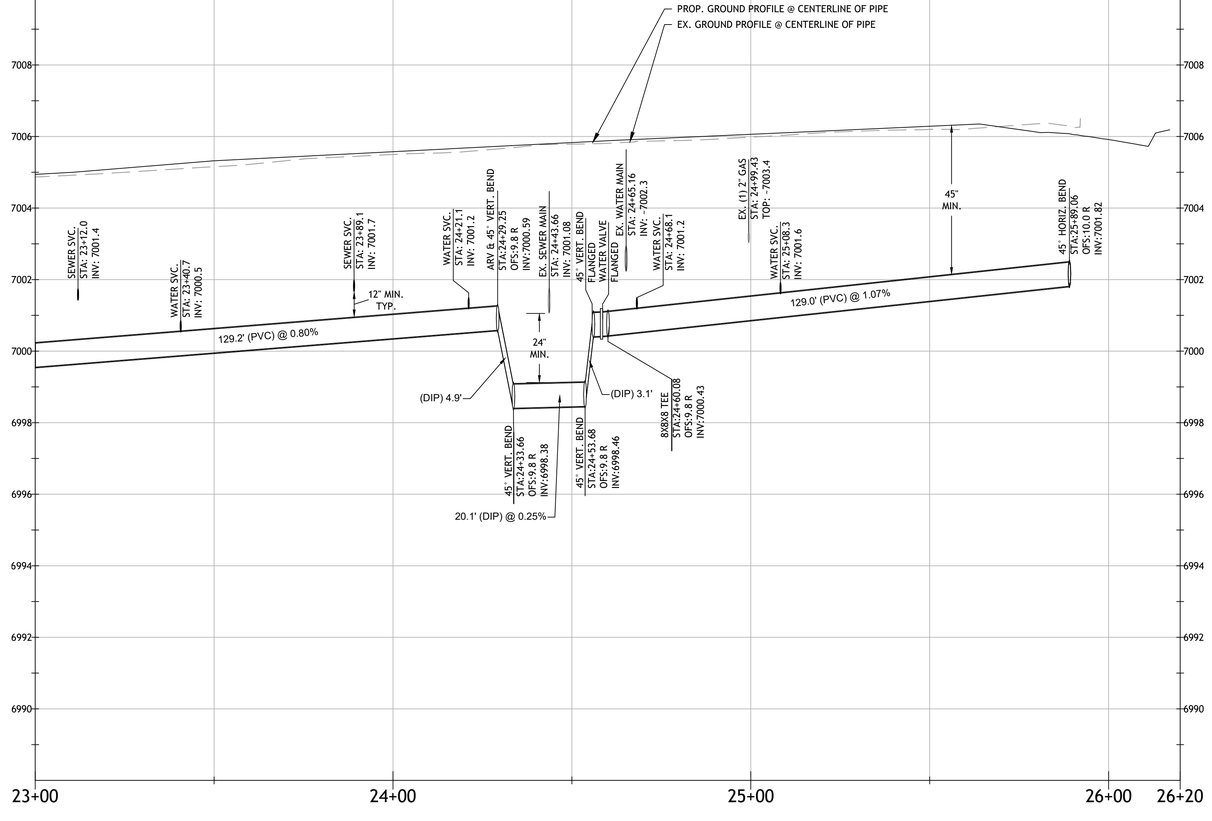


GRAPHIC SCALE 1" = 20'

20 0 20 40 60

PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

033 1EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

035 5 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager. Cap tee at the main.

043 4 EA
Remove & dispose sewer service and cleanout.

WATER CONSTRUCTION (300)

300 265 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

303 43 LF
8" Class 350 DIP mechanical joint waterline, fully restrained per MAG Std Det 303, Sheet UT1.3. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010 & 9-01-031 (Paved Street), Sheet UT1.2; and tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2.

310 2 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

330 3 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

331 1 EA
1" copper water service per COF Engineering Det. 9-03-070 & 9-03-081 manifolded to two 3/4" water meters, meter boxes per COF Engineering Det. 9-03-080 & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

341 1 EA
Connect to 6" PVC, AC or CI waterline with 8" x 6" Powerseal 3506R PowerMax Reducing Coupling or approved equal.

350 1 EA
Install full-vertical realignment (4-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

352 1 EA
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

360 1 EA
1" Combination Air Release Valve per COF Engineering Det. 9-03-101, Sheet UT1.2.

SEWER CONSTRUCTION (400)

420 4 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

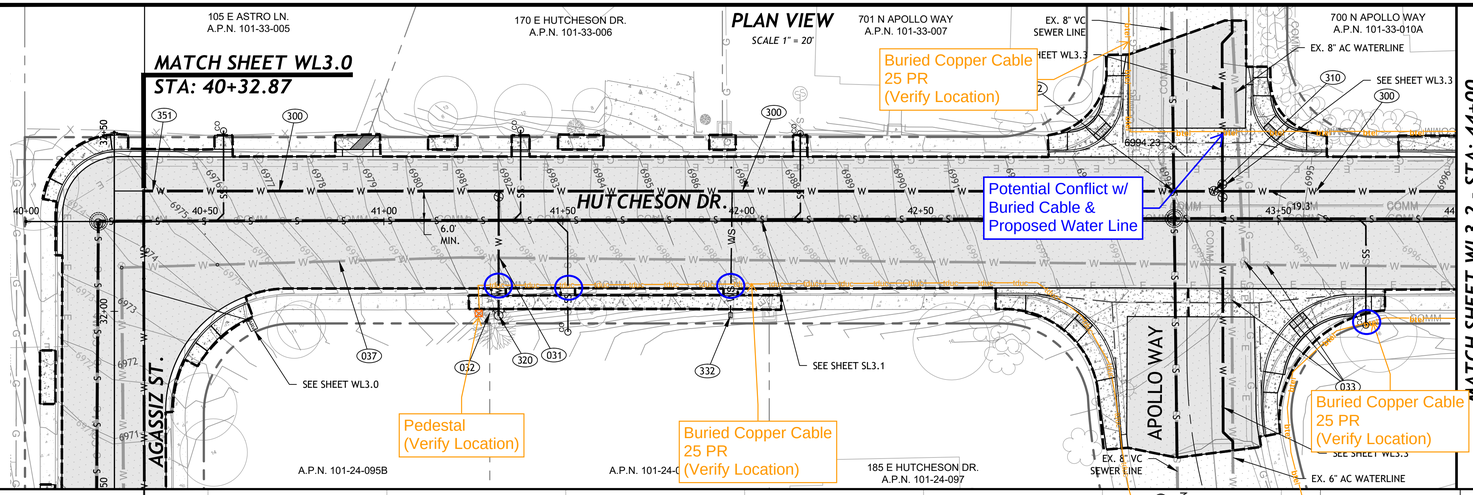
CERTIFICATE NO. 42777 THOMAS E. SMITH DATE Signed 6/30/20 REGISTERED PROFESSIONAL ENGINEER ARIZONA U.S.A.

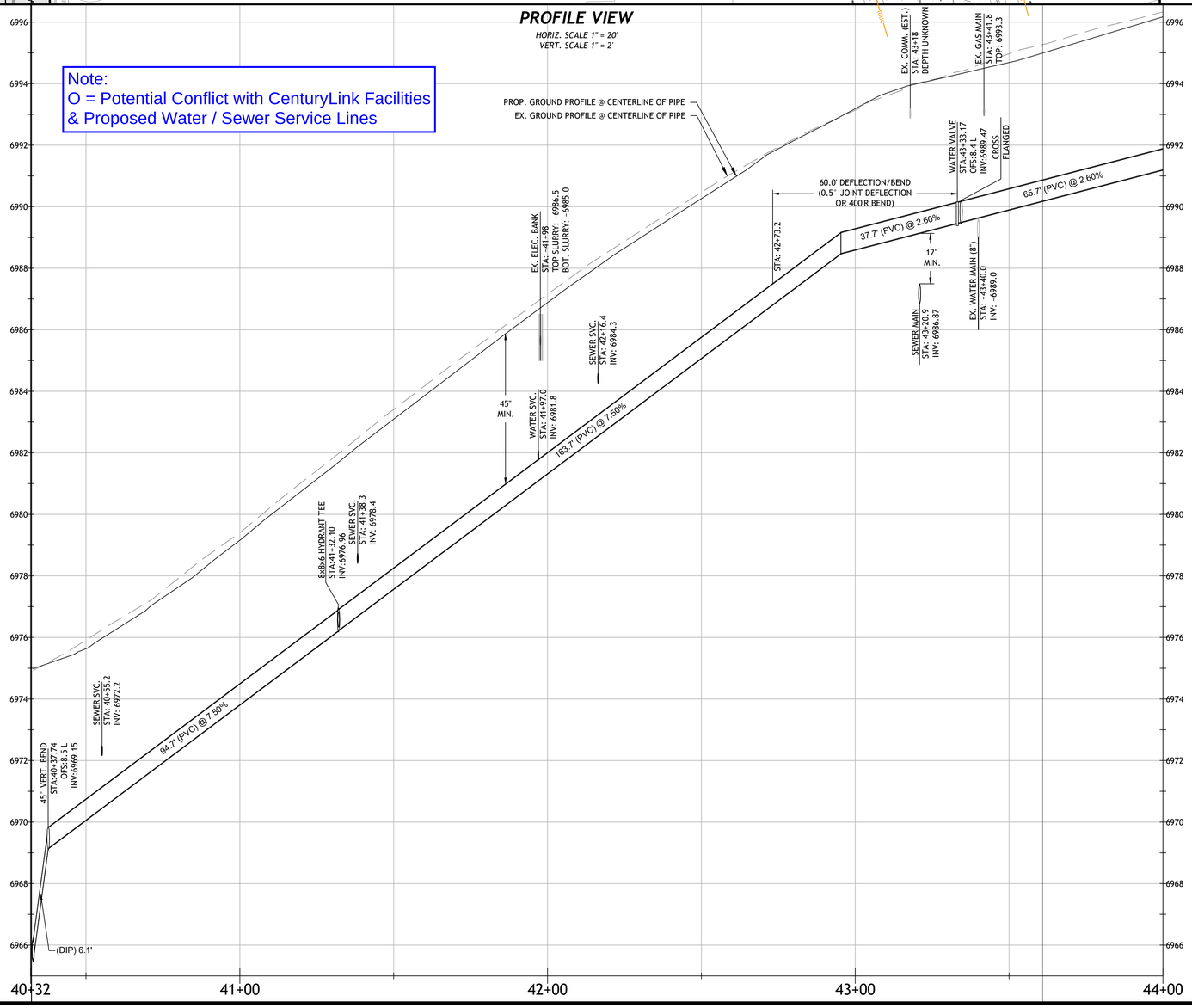
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
DAVID DR. - WATER PLAN & PROFILE
STA: 23+00 - 26+20

FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

WL2.3





REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

032 1 EA
Remove & salvage hydrant one foot below finished grade per the special provisions. Close valve and abandon the lower hydrant assembly, valve and pipe in place. Remove & dispose valve box, cover, & collar. Abandon water valve in place. Coordinate with the City's Project Manager.

033 3 EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager. Cap tee at the main.

WATER CONSTRUCTION (300)

300 368 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

310 1 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

332 1 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070. Cap water service at curb stop inside new water meter box. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

351 1 EA
Install half-vertical realignment (2-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

352 1 EA
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

42777
THOMAS E.
SMITH
DATE SIGNED 04/30/19
REGISTERED PROFESSIONAL ENGINEER (Civil)
CERTIFICATE NO.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - WATER PLAN & PROFILE
STA: 40+32.87 - 44+00

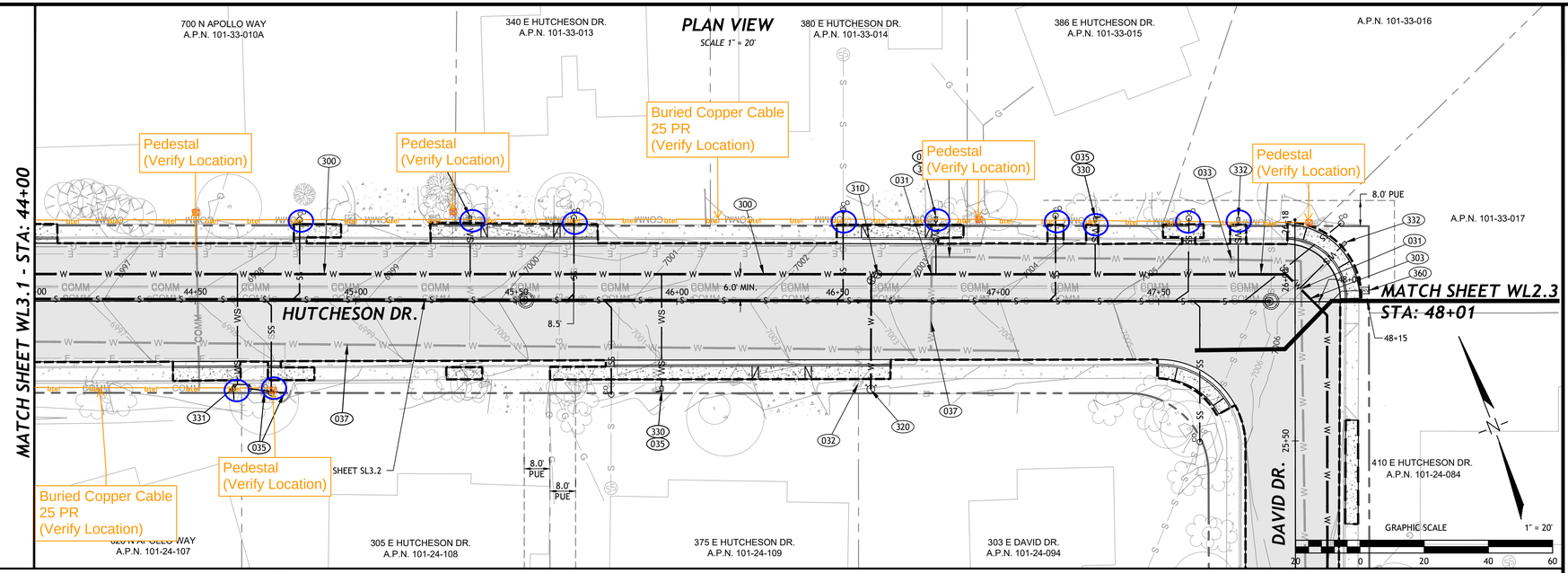
FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

WL3.1

PLAN VIEW

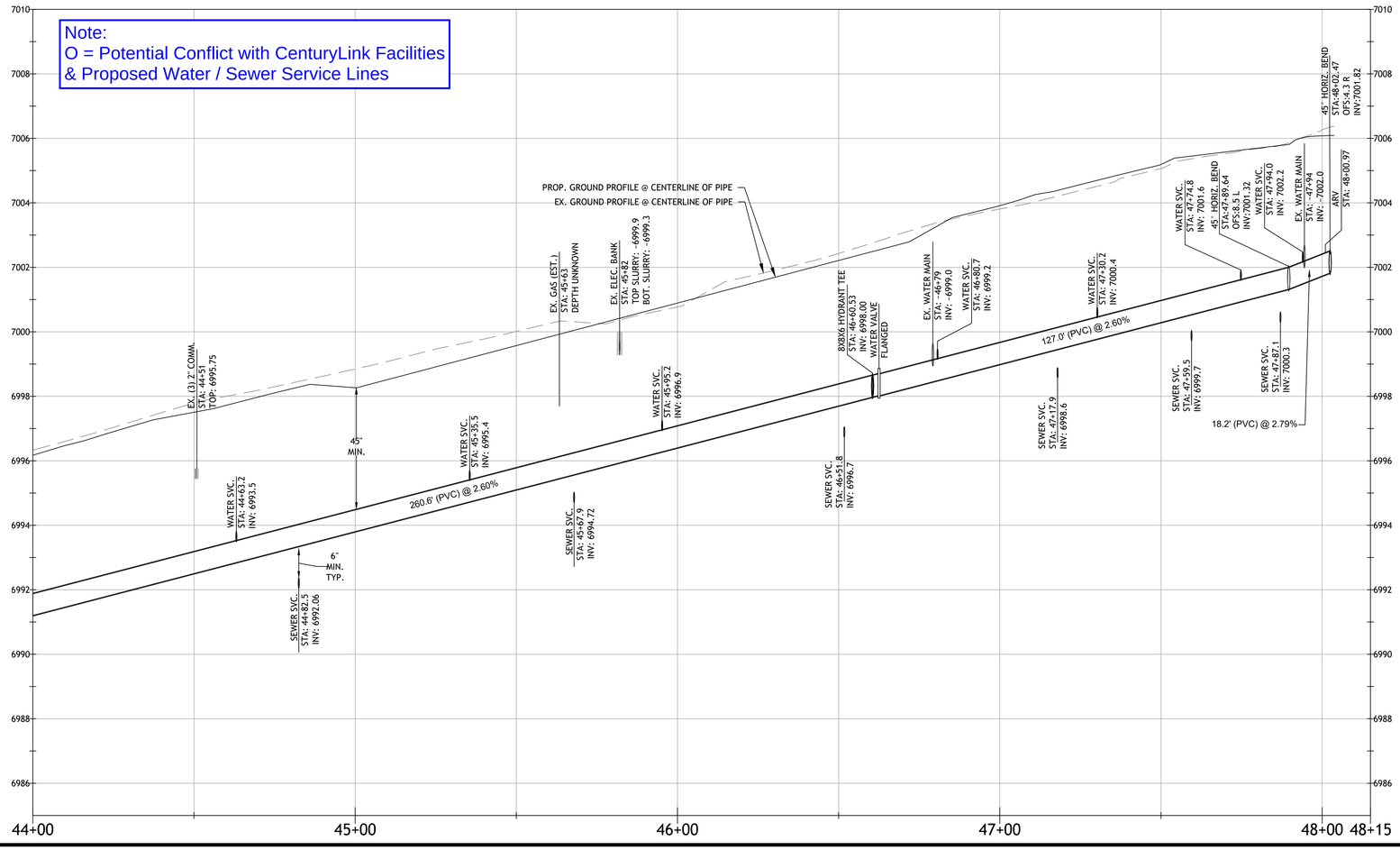
SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'

Note:
O = Potential Conflict with CenturyLink Facilities & Proposed Water / Sewer Service Lines



REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

032 1 EA
Remove & salvage hydrant one foot below finished grade per the special provisions. Close valve and abandon the lower hydrant assembly, valve and pipe in place. Remove & dispose valve box, cover, & collar. Abandon water valve in place. Coordinate with the City's Project Manager.

033 1 EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

035 6 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager. Cap tee at the main.

WATER CONSTRUCTION (300)

300 390 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

303 18 LF
8" Class 350 DIP mechanical joint waterline, fully restrained per MAG Std Det 303, Sheet UT1.3. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010 & 9-01-031 (Paved Street), Sheet UT1.2; and tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2.

310 1 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

330 4 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

331 1 EA
1" copper water service per COF Engineering Det. 9-03-070 & 9-03-081 manifolded to two 3/4" water meters, meter boxes per COF Engineering Det. 9-03-080 & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

332 2 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070. Cap water service at curb stop inside new water meter box. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

360 1 EA
1" Combination Air Release Valve per COF Engineering Det. 9-03-101, Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

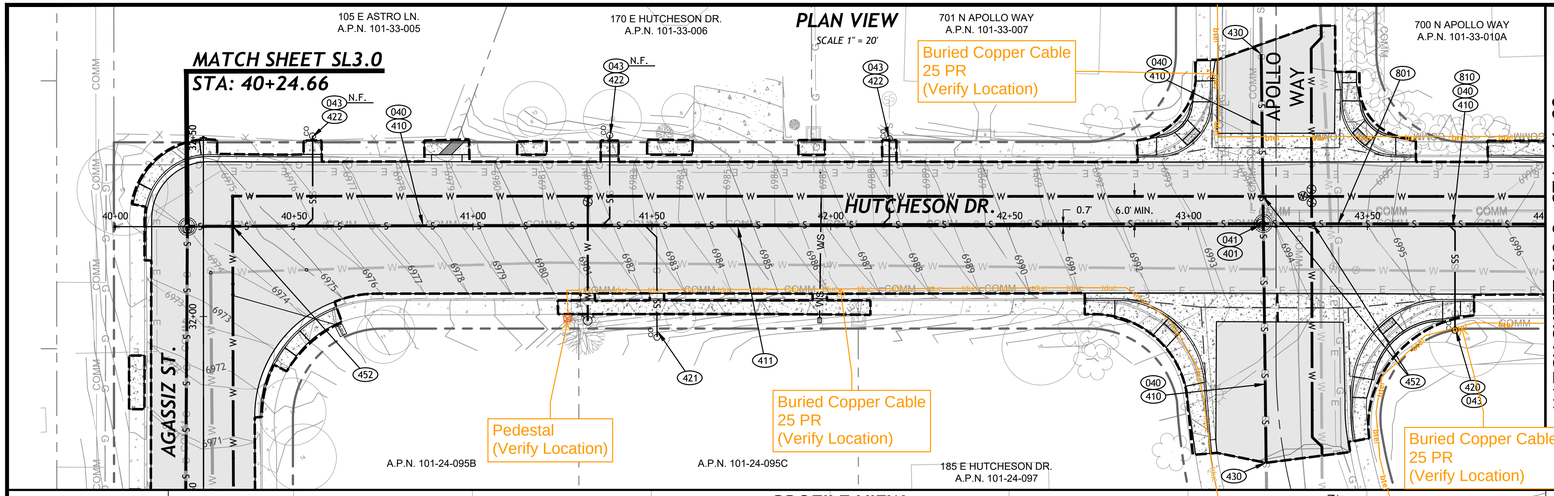
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

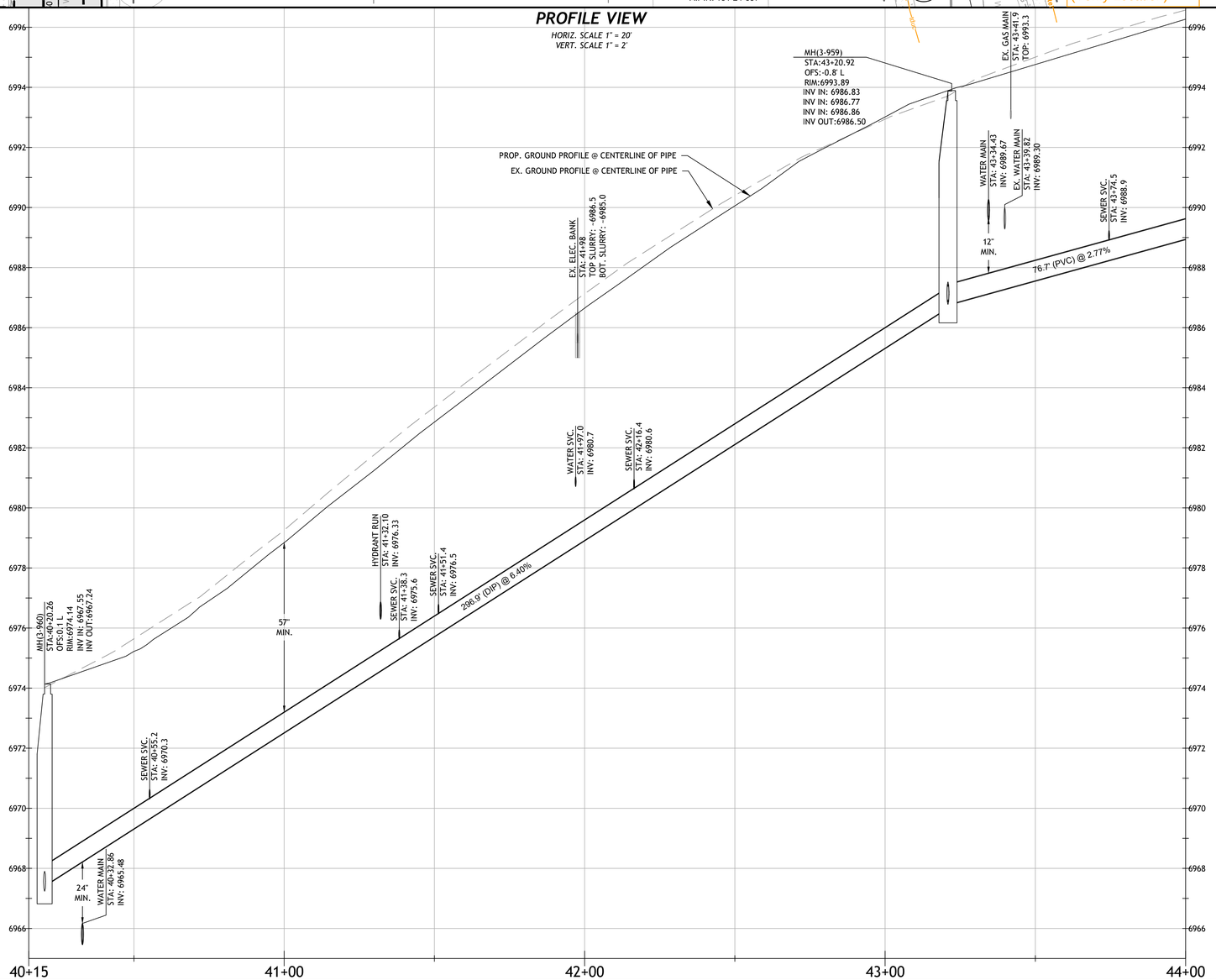
Peak ENGINEERING, INC.
Connecting Place to People

42777 THOMAS E. SMITH — 04/30/2020

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - WATER PLAN & PROFILE
STA: 44+00 - 48+01

FINAL 1	JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
WL3.2	SCALE: 1"=20'	DATE: JUN 2019	





REMOVALS (000)

040 494 LF
Remove & dispose sewer line.

041 1 EA
Remove & dispose manhole.

043 4 EA
Remove & dispose sewer service and cleanout.

SEWER CONSTRUCTION (400)

401 1 EA
60" dia. manhole per MAG Standard Det. 420, Sheet UT1.3; as modified by the special provisions.

410 194 LF
8" dia. SDR-35 PVC sanitary sewer main. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

411 301 LF
8" dia. class 150 ductile iron sanitary sewer main lined with Protecto 401 ceramic epoxy or approved equal. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

420 1 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

421 1 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Cap service at property line Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

422 3 EA
4" dia. SDR-35 PVC deep sanitary sewer service and cleanout per MAG Standard Det. 440-1 and COF Engineering Det. 9-02-080, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

430 2 EA
Connect to existing sewer main with sewer transition coupling, manufactured by Powerseal, Ford or approved equal.

452 NPI
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

OTHER

801 NPI Protect gas line.

810 NPI Coordinate utility relocation.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigation water service & box or sewer service & cleanout location prior to construction.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

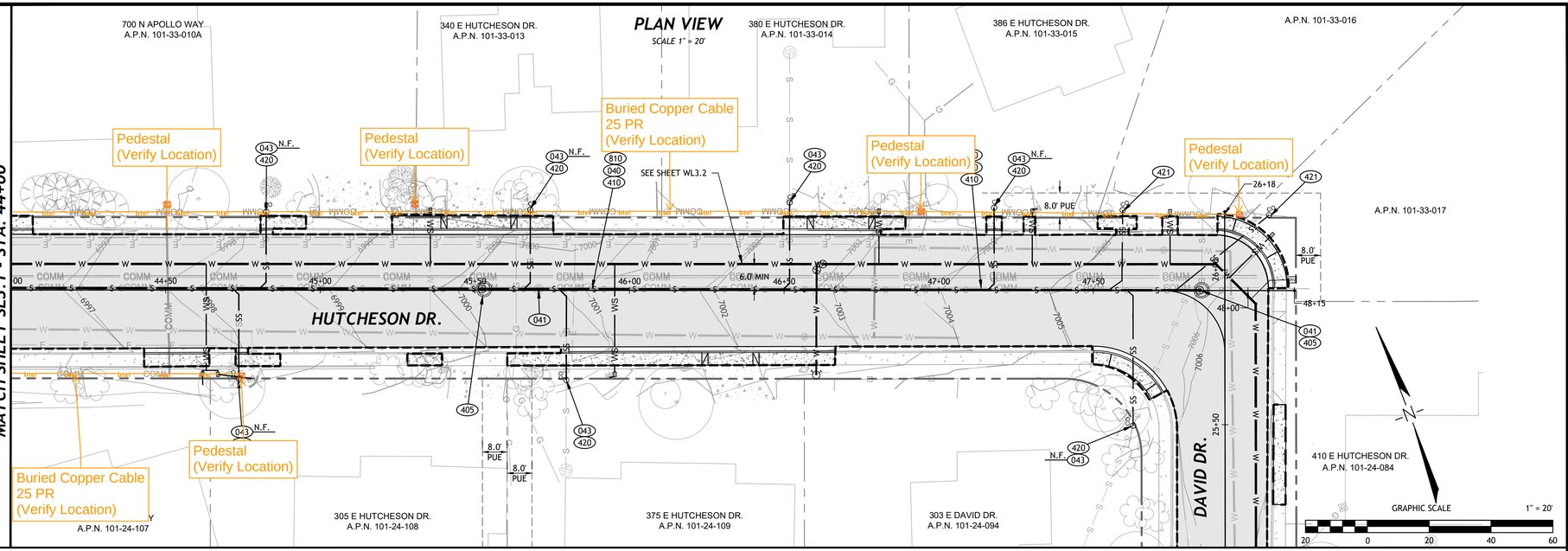
CERTIFICATE NO. 42777
THOMAS E. SMITH
DATE SIGNED 06/30/19
REGISTERED PROFESSIONAL ENGINEER
ARIZONA U.S.A.

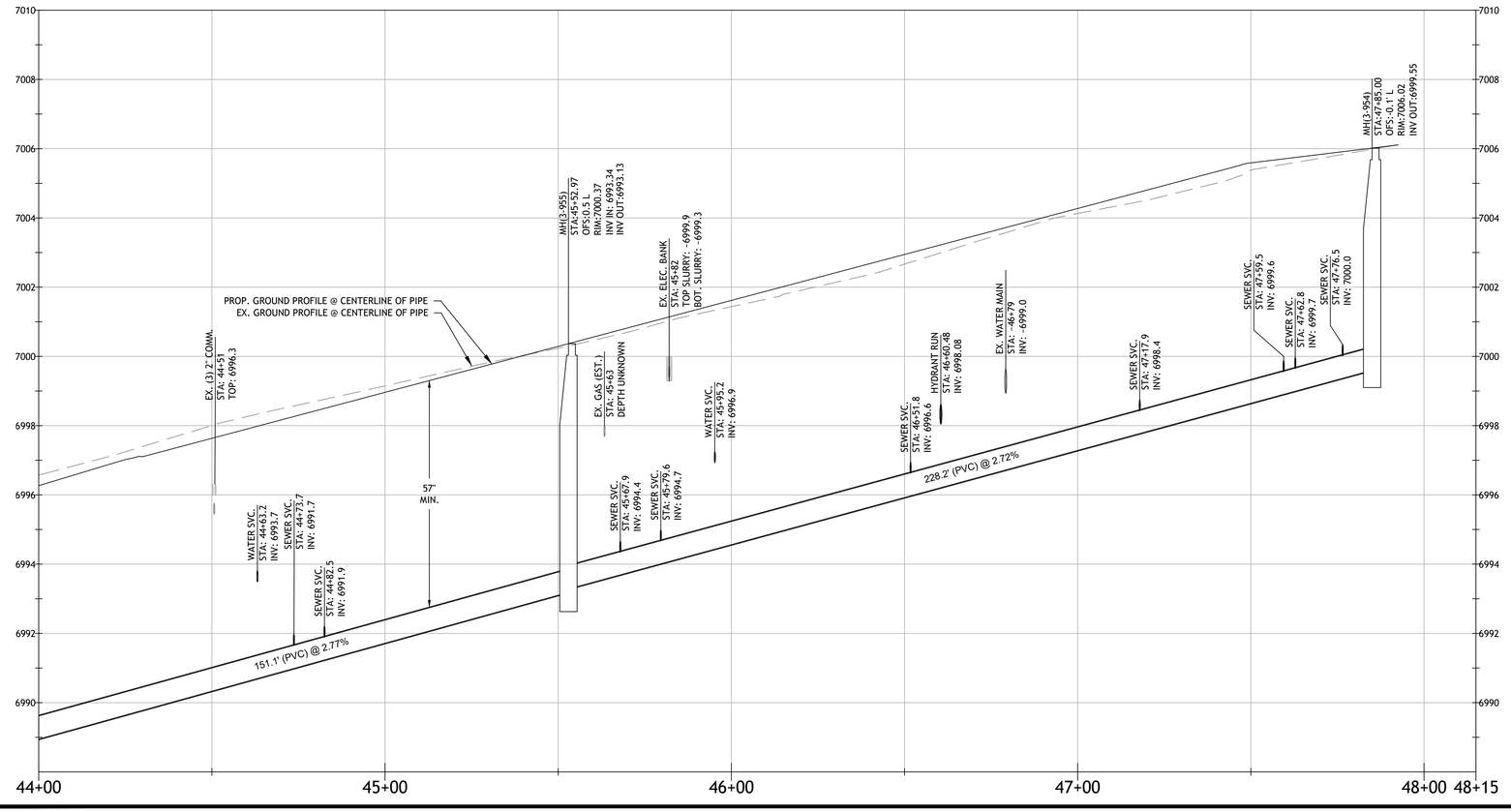
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - SEWER PLAN & PROFILE
STA: 40+24.66 - 44+00

FINAL 1

JOB NO:18COF03 | BY:DCW | CK'D:TES/CAL
SCALE:1"=20' | DATE: JUN 2019

SL3.1





REMOVALS (000)

040 385 LF
Remove & dispose sewer line.

041 2 EA
Remove & dispose manhole.

043 7 EA
Remove & dispose sewer service and cleanout.

SEWER CONSTRUCTION (400)

405 2 EA
48" dia. manhole per MAG Standard Det. 420, Sheet UT1.3; as modified by the special provisions.

410 385 LF
8" dia. SDR-35 PVC sanitary sewer main. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

420 7 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

421 2 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Cap service at property line Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

OTHER

810 NPI Coordinate utility relocation.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigation water service & box or sewer service & cleanout location prior to construction.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

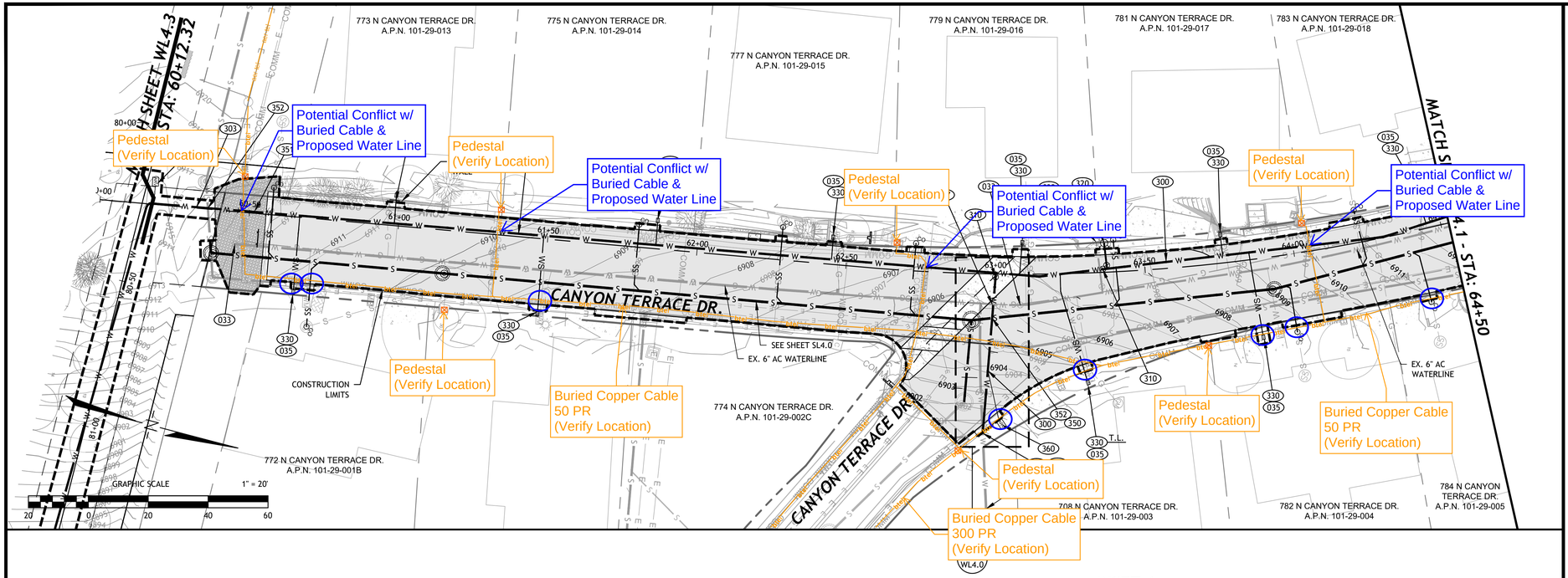
REGISTERED PROFESSIONAL ENGINEER (Civil)
42777
THOMAS E. SMITH
DATE SIGNED 06/19/19

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
HUTCHESON DR. - SEWER PLAN & PROFILE
STA: 44+50 - 47+85

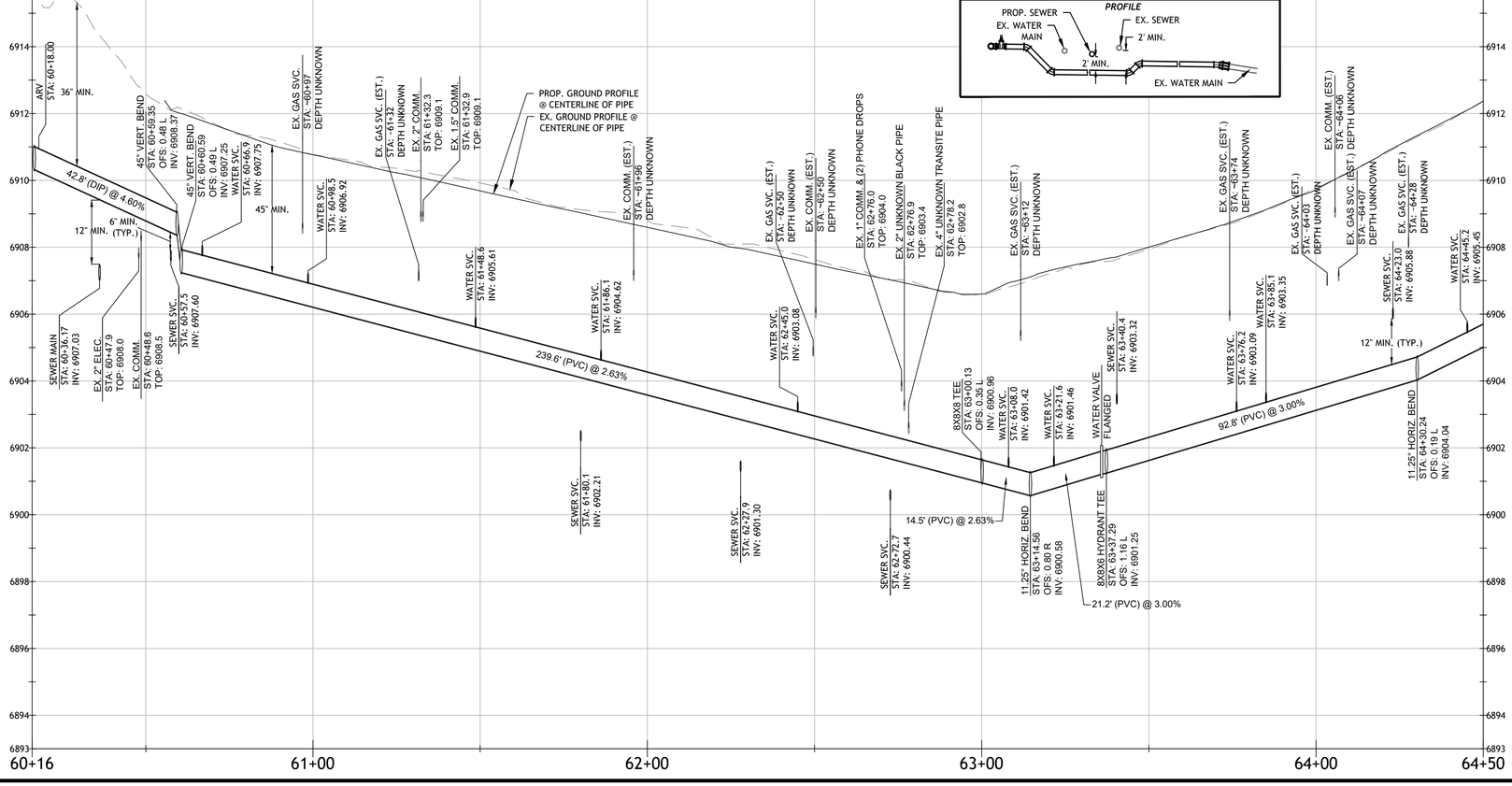
FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

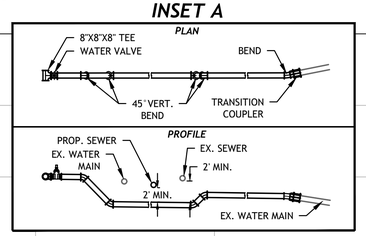
SL3.2



Note:
O = Potential Conflict with CenturyLink Facilities & Proposed Water / Sewer Service Lines



INSET A



REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

032 1 EA
Remove & salvage hydrant one foot below finished grade per the special provisions. Close valve and abandon the lower hydrant assembly, valve and pipe in place. Remove & dispose valve box, cover, & collar. Abandon water valve in place. Coordinate with the City's Project Manager.

033 2 EA
Remove & dispose water valve box, cover, & collar. Abandon water valve in place.

035 9 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager.

WATER CONSTRUCTION (300)

300 392 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

303 44 LF
8" Class 350 DIP mechanical joint waterline, fully restrained per MAG Std Det 303, Sheet UT1.3. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010 & 9-01-031 (Paved Street), Sheet UT1.2; and tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2.

310 2 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

330 9 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

332 1 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070. Cap water service at curb stop inside new water meter box. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

340 1 EA
Connect to 8" PVC, AC or CI waterline with Powerseal 3501 Transition Coupling or approved equal.

350 1 EA
Install full-vertical realignment (4-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

351 1 EA
Install half-vertical realignment (2-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

352 2 EA
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

360 2 EA
1" Combination Air Release Valve per COF Engineering Det. 9-03-101, Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

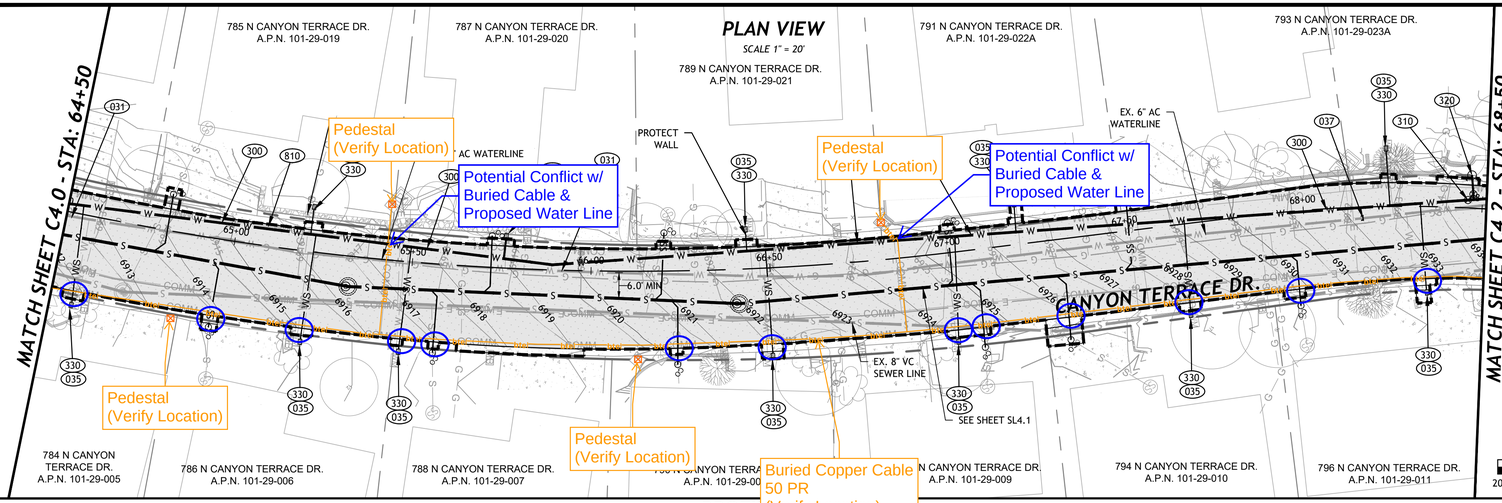
REGISTERED PROFESSIONAL ENGINEER (Civil) 42777 THOMAS E. SMITH DATE Sept 30, 2019

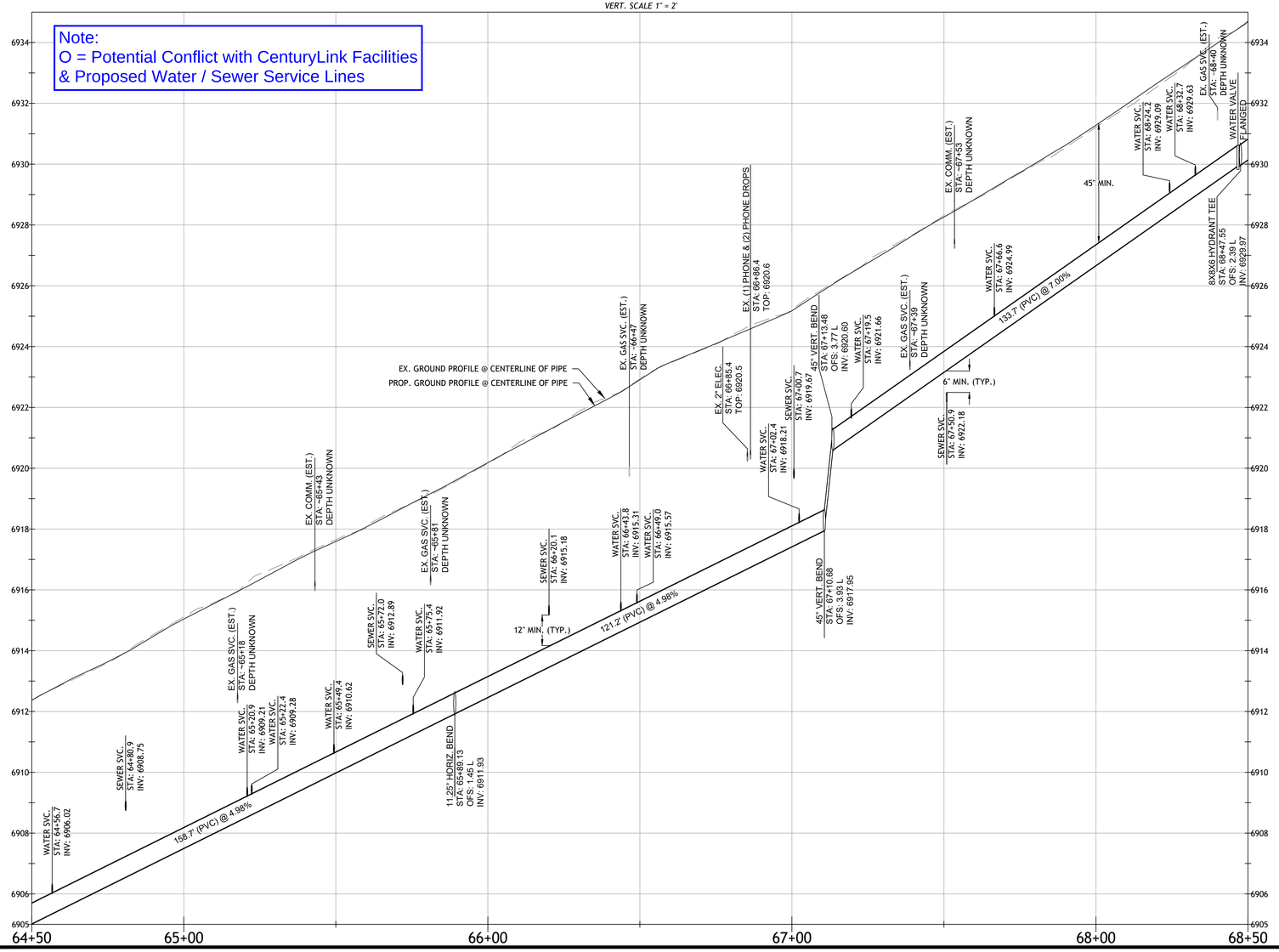
CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - WATER PLAN & PROFILE
STA: 60+16 - 64+50

FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

WL4.0





REMOVALS (000)

031 1 LS
Remove & dispose AC waterline to the nearest collar as required to construct the new improvements. Asbestos removal and disposal per the Asbestos Notes, Sheet UT1.0 and the special provisions, coordinate with the City's Project Manager. Waterline removal includes temporary caps to maintain water service per the special provisions.

035 12 EA
Remove & dispose water service. Remove & store water meter per the special provisions. Contractor is responsible for reinstalling water meter at the original address.

037 1 LS
Plug & abandon waterline, coordinate with the City's Project Manager.

WATER CONSTRUCTION (300)

300 398 LF
8" Class 305 C-900 PVC. Avoid joint deflection and bending the pipe on a radius. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030 (Ex. Paved Street), Sheet UT1.2; tracer wire per COF Engineering Det. 9-01-020, Sheet UT1.2. Provide joint restraints at fittings per MAG Standard Det. 303 in lieu of thrust blocks. Includes removal and replacement of improvements not specifically called for on the plans but required for construction per the special provisions.

310 1 EA
8" gate valve, class 250, epoxy coated resilient seat, box, cover, and assembly per COF Engineering Det. 9-03-060, 9-03-061 & 9-03-062, Sheet UT1.2; blocking per MAG Standard Det. 301, Sheet UT1.3 as modified by the special provisions. Valves shall be flanged directly to the tee or fitting.

320 1 EA
Fire hydrant assembly per COF Engineering Det. 13-03-011, Sheet UT1.2, valves shall be class 250, epoxy coated resilient seat, flanged directly to the tee. Valve box assembly per COF Engineering Det. 9-03-060, Sheet UT1.2. Set fire hydrant 1-ft from back of sidewalk to near edge of fire hydrant.

330 12 EA
3/4" copper water service and meter box per COF Engineering Det. 9-03-070, 9-03-080, & 9-03-080A, Sheet UT1.2. Coordinate reinstall of meter from this residence with the City of Flagstaff. Connect from meter to existing water service on the customer side of the meter. Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2. Includes removal and replacement of improvements, including curb and gutter, and sidewalk not specifically called for on the plans, but required for construction, per the special provisions.

351 1 EA
Install half-vertical realignment (2-45° Class 250 DI bends) per MAG Standard Detail 370, Sheet UT1.3. Drop section shall be prefabricated mechanical joint Class 350 DIP installed as a single unit. Installation shall include joint restraint per MAG Standard Det. 303, Sheet UT1.3, MEGALUG or approved equal or thrust and anchor blocks per MAG Standard Det. 380 & 381, Sheet UT1.3. Provide separation per MAG Standard Det. 404, Sheet UT1.3.

OTHER

810 NPI Coordinate utility relocation.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigate water service & box or sewer service & cleanout location prior to construction.

T.L. - traffic rated meter box lid.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

REGISTERED ENGINEER (Civil) 42777 THOMAS E. SMITH DATE Sept 30, 2019 ARIZONA U.S.A.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - WATER PLAN & PROFILE
STA: 64+50 - 68+50

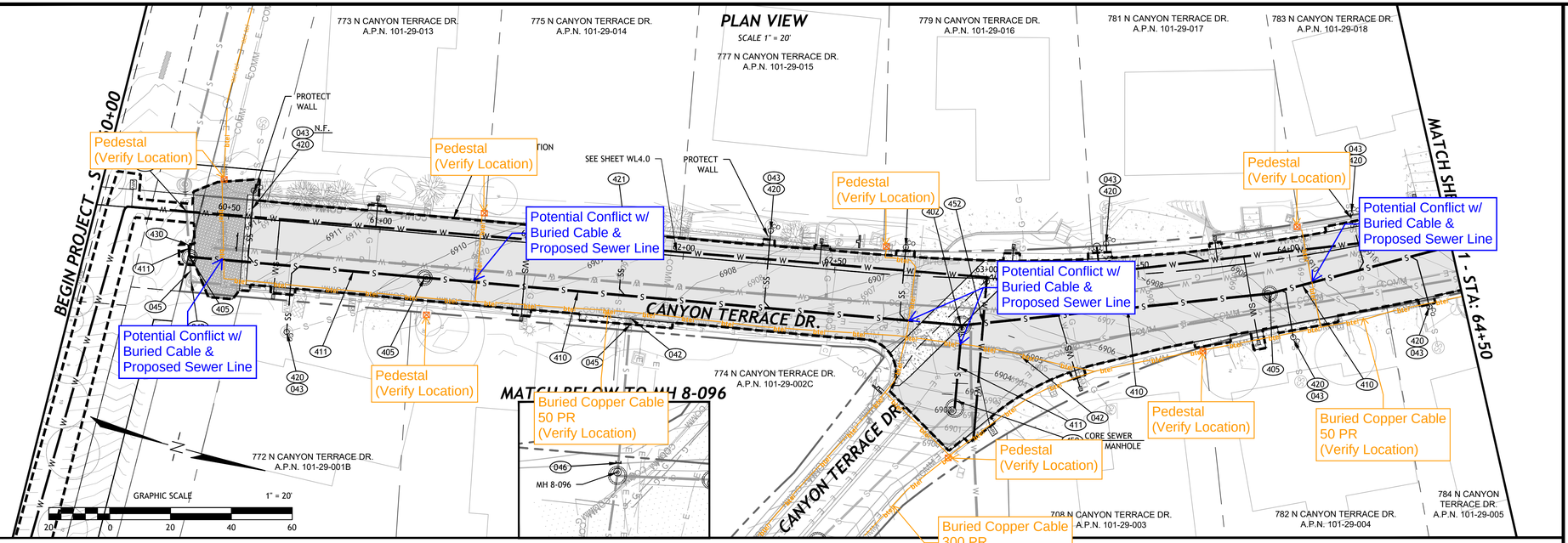
FINAL 1

JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE:1"=20'	DATE: JUN 2019	

WL4.1

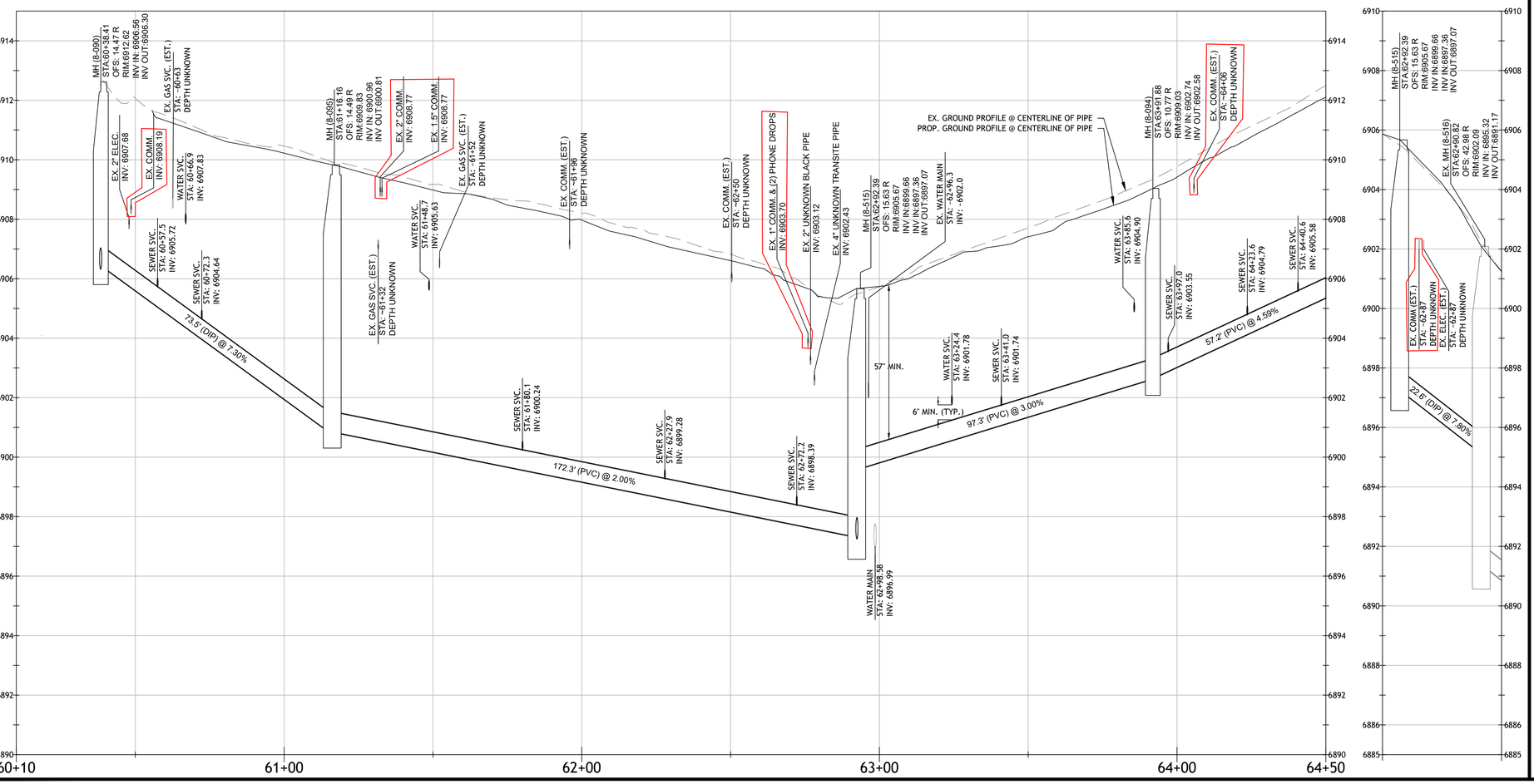
PLAN VIEW

SCALE 1" = 20'



PROFILE VIEW

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'



REMOVALS (000)

042 3 EA
Remove & dispose manhole collar, ring, frame and cover, and cone, if there is no cone, remove and dispose upper 36" of brick. Fill manhole base with slurry, plug inlet/outlet if necessary.

043 8 EA
Remove & dispose sewer service and cleanout.

045 1 LS
Cut, plug, and abandon sewer line per MAG Standard Det. 427. Remove & dispose sewer line as needed to construct proposed improvements.

046 1 EA
Cut, plug, and abandon sewer line outside the manhole. Plug inlet inside the manhole. Plugs per MAG Standard Det. 427.

SEWER CONSTRUCTION (400)

402 1 EA
60" dia. manhole per MAG Standard Det. 420 with drop sewer connection per MAG Standard Det. 42 and 30" water tight aluminum frame and cover per MAG Standard Det. 424-2, Sheet UT1.3; as modified by the special provisions.

405 3 EA
48" dia. manhole per MAG Standard Det. 420, Sheet UT1.3; as modified by the special provisions.

410 178 LF
8" dia. SDR-35 PVC sanitary sewer main. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

411 110 LF
8" dia. class 150 ductile iron sanitary sewer main lined with Protecto 401 ceramic epoxy or approved equal. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

420 8 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

421 1 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Cap service at property line Trenching per COF Engineering Det. 9-01-031, (Paved Street) and COF Engineering Det. 9-01-032 (Unpaved), Sheet UT1.2.

430 1 EA
Connect to existing sewer main with sewer transition coupling, manufactured by Powerseal, Ford or approved equal.

450 1 EA
Drop sewer connection per MAG Standard Det. 426, Sheet UT1.3. Core new sewer into existing manhole and connect to sewer stub out.

452 NPI
Extra protection ductile iron water and sewer lines per MAG Standard Detail 404, Sheet UT1.3, restrained or mechanical joints 10-ft either side of the pipe crossing.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigation water service & box or sewer service & cleanout location prior to construction.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - SEWER PLAN & PROFILE
STA: 60+00 - 64+50

FINAL 1

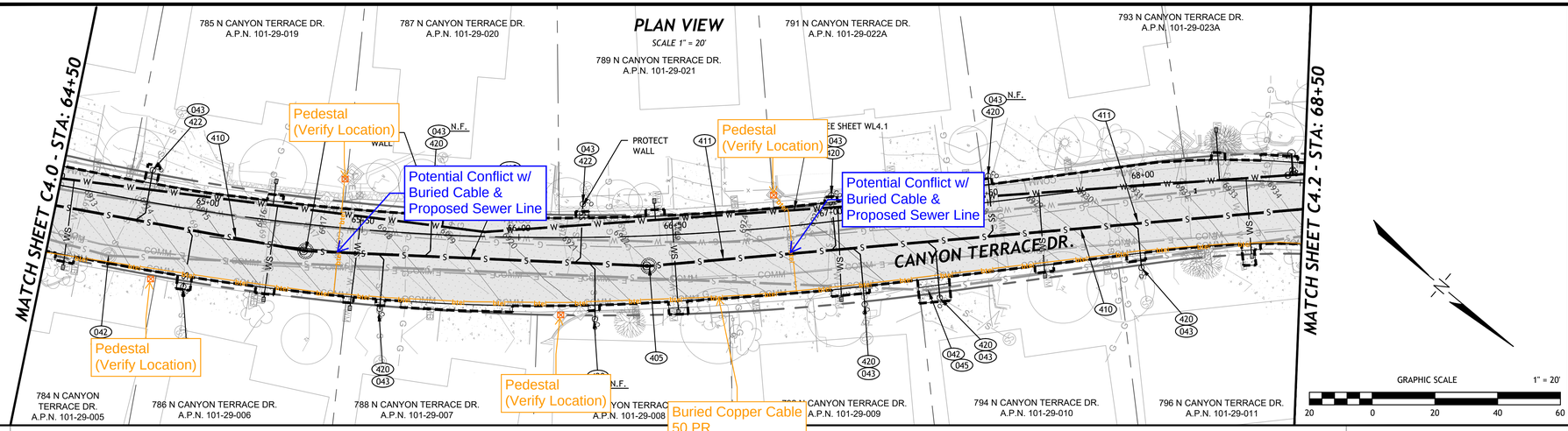
JOB NO:18COF03	BY:DCW	CK'D:TES/CAL
SCALE: 1"=20'	DATE: JUN 2019	

SL4.0

COF PROJECT NO. 03-19001

PLAN VIEW

SCALE 1" = 20'



PROFILE

HORIZ. SCALE 1" = 20'
VERT. SCALE 1" = 2'

Buried Copper Cable 50 PR (Verify Location)



REMOVALS (000)

042 2 EA
Remove & dispose manhole collar, ring, frame and cover, and cone, if there is no cone, remove and dispose upper 36" of brick. Fill manhole base with slurry, plug inlet/outlet if necessary.

043 11 EA
Remove & dispose sewer service and cleanout.

045 1 LS
Cut, plug, and abandon sewer line per MAG Standard Det. 427. Remove & dispose sewer line as needed to construct proposed improvements.

SEWER CONSTRUCTION (400)

405 2 EA
48" dia. manhole per MAG Standard Det. 420, Sheet UT1.3; as modified by the special provisions.

410 191 LF
8" dia. SDR-35 PVC sanitary sewer main. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

411 210 LF
8" dia. class 150 ductile iron sanitary sewer main lined with Protecto 401 ceramic epoxy or approved equal. Trenching per COF Engineering Det. 9-01-010, 9-01-031 (Paved Street), & 9-01-030, (Ex. Paved Street), Sheet UT1.2.

420 9 EA
4" dia. SDR-35 PVC sanitary sewer service and cleanout per MAG Standard Det. 440-1, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

422 2 EA
4" dia. SDR-35 PVC deep sanitary sewer service and cleanout per MAG Standard Det. 440-1 and COF Engineering Det. 9-02-080, Sheet UT1.3 and the special provisions. Reconnect to existing sewer service. Trenching per COF Engineering Det. 9-01-031, (Paved Street), 9-01-032 (Unpaved), Sheet UT1.2.

ABBREVIATION

N.F. - meter box or sewer cleanout not found in the field, location assumed. Investigation water service & box or sewer service & cleanout location prior to construction.

COF PROJECT NO. 03-19001

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

REGISTERED PROFESSIONAL ENGINEER (Civil) 42777 THOMAS E. SMITH DATE 6/30/20

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
CANYON TERRACE DR. - SEWER PLAN & PROFILE
STA: 64+50 - 68+50

FINAL 1

SL4.1

JOB NO:18COF03 | BY:DCW | CK'D: TES/CAL
SCALE: 1"=20' | DATE: JUN 2019

Appendix C

Utility Information Exhibits

SURVEY CONTROL

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35-deg. 00' 00" N
Longitude of Central Meridian: 111-deg. 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The benchmarks and elevations on this survey were derived through GPS RTK observations and are on NAVD88 Datum.

LEGEND

- SEWER
- WATER
- GAS
- COMMUNICATION (TV & TELEPHONE)
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- RIGHT OF WAY
- PROPERTY
- EASEMENT
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- WATER VALVE
- GAS VALVE
- CONTROL POINT

MANHOLE 3-131
RIM: 7000.45
INV: 6996.20

MATCH LINE
SEE SHEET 2

GEOTECH BORING B-3
MODERATELY WEATHERED BASALT: 3.5' TO 5.5'
AUGER REFUSAL AT: 5.5'

PT# 2027
6" WATER VALVE
RIM: 6999.36
DEPTH TO NUT: 24"
INV: 6995.61

GEOTECH BORING B-4
MODERATELY WEATHERED BASALT: 1.5' TO 6.5'
AUGER REFUSAL AT: 6.5'

PT# 2028
6" WATER VALVE
RIM: 6999.38
DEPTH TO NUT: 27.5"
INV: 6995.34

MANHOLE 3-111
RIM: 6998.49
INV (NE): 6994.9
INV (NW & SE): 6993.8

PT# 302
2" GAS LINE
SURFACE ELEV: 6997.99
DEPTH TO TOP: 34" (6995.16)

MANHOLE 3-112
RIM: 6999.45
INV: 6992.2

PT#2998
6" WATER VALVE
RIM: 6999.84
DEPTH TO NUT: 26"
INV: 6995.92

PT#2994
6" WATER VALVE
RIM:7000.00
DEPTH TO NUT: 32"
INV: 6995.58

6" AC WATERLINE

8" PVC SEWER

MANHOLE 3-113
RIM:7000.55
INV: 6990.3

CHARLES RD

WILLIAM RD

DAVID DR

332 E DAVID DRIVE
336 E DAVID DRIVE
340 E DAVID DRIVE
404 E DAVID DRIVE
412 E DAVID DRIVE
416 E DAVID DRIVE
422 E DAVID DRIVE
428 E DAVID DRIVE
432 E DAVID DRIVE
436 E DAVID DRIVE
335 E DAVID DRIVE
341 E DAVID DRIVE
403 E DAVID DRIVE
407 E DAVID DRIVE
415 E DAVID DRIVE
423 E DAVID DRIVE
429 E DAVID DRIVE
435 E DAVID DRIVE

GRAPHIC SCALE 1" = 30'
30 0 30 60 90

UTILITY NOTES:

Horizontal locations and depth of utilities shown on the Utility Information Exhibits are based on information gathered from a variety of sources. Water and sewer utilities are shown based on a combination of as-built information, construction plans, and GIS information furnished by the City of Flagstaff, measured manhole inverts, water valve nut elevations, and pothole information. Information for natural gas (Unisource), communication (SuddenLink & CenturyLink), and electric (APS) utilities are shown based on maps provided by each utility and the pothole information shown on these exhibits. These maps are schematic and do not provide detailed horizontal or vertical information. Several gas, communication, and electrical utilities on the southern leg of Canyon Terrace were recently relocated within the last 2 years and were not reflected in the utility maps provided. These utilities are shown based on bluestake information.

In January and February of 2019 Adams Trenching conducted a limited pothole investigation along David Dr., Hutcheson Dr., & Canyon Terrace Dr. The intent of potholing was to determine potential conflicts between the proposed water and sewer infrastructure, and existing utility mains. The information from the pothole investigation is presented on these exhibits and in the pothole report from Adams Trenching. Pothole locations were surveyed and are presented relative to the project survey control. Pothole locations were based on utility map information furnished by the City of Flagstaff and franchise utilities and the 30% utility design. Not all underground utilities were potholed. If an existing utility was not shown on the utility maps provided, it was not potholed. Conflicts may still exist that are not noted on the construction plans.

Utility services, except as shown, were not potholed. Water services are shown based on water meter boxes located during the project survey. Location of water services where meter boxes were not found are estimated. Water service depths are assumed relative to existing water main depth. Sewer services are shown horizontally based on City of Flagstaff sewer logs, and depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Slopes are based on MAG Standard Detail 440. Gas services are shown based on utility map information provided by Unisource. Communication services and power services are shown based on maps provided by SuddenLink, CenturyLink, and APS. Gas, communication, and electric maps are schematic and do not provide detailed horizontal or vertical information. For design purposes, service depths are shown based on estimated depths.

The Contractor will need to fully locate all utilities before work is started in the area.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE	DESCRIPTION	REVISION

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Professional Engineer (Civil) CERTIFICATE NO. 42777 THOMAS E. SMITH Date Signed 6/6/19 Not to be altered by anyone except the registrant in charge

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INFORMATION EXHIBIT
DAVID DR

JOB NO:18COF03	BY:DCW/CAL	CK'D:TES	REVISION: 1
SCALE:1" = 30'		DATE: DEC 2019	

1 OF 4

P:\18COF\18COF03 - West Flagstaff Improvements\04 CAD\XREF\18COF03-BASEMAP-DAVID.dwg, 12/9/2019 12:48:02 PM

SURVEY CONTROL

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35-deg. 00' 00" N
Longitude of Central Meridian: 111-deg. 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The benchmarks and elevations on this survey were derived through GPS RTK observations and are on NAVD88 Datum.

LEGEND

- SEWER
- WATER
- GAS
- COMMUNICATION (TV & TELEPHONE)
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- RIGHT OF WAY
- PROPERTY
- EASEMENT
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- WATER VALVE
- GAS VALVE
- CONTROL POINT

MANHOLE 3-107
RIM: 7007.15
INV: 7001.92

MANHOLE 3-108
RIM: 7005.80
INV: 7001.0

PT# 3062
6" WATER VALVE
RIM: 7005.96
DEPTH TO NUT: 27"
INV: 7001.96

PT# 308
6" WATER LINE
SURFACE ELEV: 7005.15
DEPTH TO TOP WL: 39" (7001.9)
2" GAS LINE
DEPTH TO TOP GL" 31" (7002.57)

PT# 1212
6" WATER VALVE
RIM: 7004.69
DEPTH TO NUT: 22"
INV: 7001.11

PT# 307
WATER LINE TEE
SURFACE ELEV: 7003.3
DEPTH TO TOP WL: 22" (7001.47)
2" GAS LINE
DEPTH TO TOP GL: 19" (7001.72)

PT# 305
4" GAS LINE
SURFACE ELEV: 7003.2
DEPTH TO TOP: 31" (7000.62)

PT# 310
6" WATER LINE
SURFACE ELEV: 7006.08
DEPTH TO TOP WL: 40" (7002.75)
2" GAS LINE
DEPTH TO TOP: 33" (7003.33)

PT# 309
ELECTRICAL CONDUIT
SURFACE ELEV: 7005.83
DEPTH TO TOP: 23" (7003.91)

PT# 306
ELECTRICAL CONDUIT
SURFACE ELEV: 7003.4
DEPTH TO TOP: 24" (7001.4)

PT# 1560
8" WATER VALVE
RIM: 7003.23
DEPTH TO NUT: 16"
INV: 6999.77

410 E HUTCHESON DRIVE
310 E DAVID DRIVE
314 E DAVID DRIVE
318 E DAVID DRIVE
324 E DAVID DRIVE
332 E DAVID DRIVE
303 E DAVID DRIVE
307 E DAVID DRIVE
311 E DAVID DRIVE
315 E DAVID DRIVE
321 E DAVID DRIVE
327 E DAVID DRIVE
331 E DAVID DRIVE

HUTCHESON DR

MATCH LINE
SEE SHEET 3

MATCH LINE
SEE SHEET 1

25+50 24+50 23+50 22+50 21+50 20+50 19+50

GRAPHIC SCALE 1" = 20'
20 0 20 40 60

UTILITY NOTES:

Horizontal locations and depth of utilities shown on the Utility Information Exhibits are based on information gathered from a variety of sources. Water and sewer utilities are shown based on a combination of as-built information, construction plans, and GIS information furnished by the City of Flagstaff, measured manhole inverts, water valve nut elevations, and pothole information. Information for natural gas (Unisource), communication (SuddenLink & CenturyLink), and electric (APS) utilities are shown based on maps provided by each utility and the pothole information shown on these exhibits. These maps are schematic and do not provide detailed horizontal or vertical information. Several gas, communication, and electrical utilities on the southern leg of Canyon Terrace were recently relocated within the last 2 years and were not reflected in the utility maps provided. These utilities are shown based on bluestake information.

In January and February of 2019 Adams Trenching conducted a limited pothole investigation along David Dr., Hutcheson Dr., & Canyon Terrace Dr. The intent of potholing was to determine potential conflicts between the proposed water and sewer infrastructure, and existing utility mains. The information from the pothole investigation is presented on these exhibits and in the pothole report from Adams Trenching. Pothole locations were surveyed and are presented relative to the project survey control. Pothole locations were based on utility map information furnished by the City of Flagstaff and franchise utilities and the 30% utility design. Not all underground utilities were potholed. If an existing utility was not shown on the utility maps provided, it was not potholed. Conflicts may still exist that are not noted on the construction plans.

Utility services, except as shown, were not potholed. Water services are shown based on water meter boxes located during the project survey. Location of water services where meter boxes were not found are estimated. Water service depths are assumed relative to existing water main depth. Sewer services are shown horizontally based on City of Flagstaff sewer logs, and depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Slopes are based on MAG Standard Detail 440. Gas services are shown based on utility map information provided by Unisource. Communication services and power services are shown based on maps provided by SuddenLink, CenturyLink, and APS. Gas, communication, and electric maps are schematic and do not provide detailed horizontal or vertical information. For design purposes, service depths are shown based on estimated depths.

The Contractor will need to fully locate all utilities before work is started in the area.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

Registered Engineer (Civil) 42777 THOMAS E. SMITH Date Signed 12/9/19

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INFORMATION EXHIBIT
DAVID DR

JOB NO:18COF03 | BY:DCW/CAL | CK'D: TES
SCALE: 1" = 20' | DATE: DEC 2019 | REVISION: 1

2 OF 4

P:\18COF\18COF03 - West Flagstaff Improvements\04 CAD\XREF\18COF03-BASEMAP-DAVID.dwg, 12/9/2019 12:48:15 PM

SURVEY CONTROL

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35-deg. 00' 00" N
Longitude of Central Meridian: 111-deg. 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The benchmarks and elevations on this survey were derived through GPS RTK observations and are on NAVD88 Datum.

LEGEND

- SEWER
- WATER
- GAS
- COMMUNICATION (TV & TELEPHONE)
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- RIGHT OF WAY
- PROPERTY
- EASEMENT
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- WATER VALVE
- GAS VALVE
- CONTROL POINT

ASTRO LN

APOLLO WAY

HUTCHESON DR

FINE AVE

PT# 403
MANHOLE 3-953
RIM: 6997.34
INV: 6987.86

8" VC SEWER LINE

170 E HUTCHESON DRIVE

105 E ASTRO LANE

PT# 410
ELECTRICAL
SURFACE ELEV: 6986.91
DEPTH TO TOP OF SURRY BANK: 5" (6986.49)
DEPTH TO BOTTOM OF SLURRY: 23" (6984.99)

MANHOLE 3-960
RIM: 6974.01
INV: 6969.22

612 N SAN FRANCISCO

608 N SAN FRANCISCO

604 N SAN FRANCISCO

8" VC SEWER LINE

GEOTECH BORING B-2
DECOMPOSED LIMESTONE 4' - 11.5'
END OF BORING: 11.5'

Lot 1 (R4)
A.P.N. 101-240-95B

8" CI WATER LINE

MANHOLE 3-991
RIM: 6963.53
INV: 6958.77

PT# 6515
WATER VALVE
RIM: 6963.77
DEPTH TO NUT: 25"
INV: 6959.56

PT# 6357
WATER VALVE
RIM: 6973.84
DEPTH TO NUT: 37.5"
INV: 6968.97 - 6868.59 (TRANSITIONS FROM 8" TO 6")

6" CI WATER LINE

PT# 407
GAS TEE
SURFACE ELEV: 6994.7
DEPTH TO TOP: 16" (6993.37)

701 N APOLLO WAY

PT# 1071
8" WATER VALVE
RIM: 6994.39
DEPTH TO NUT: 39"
INV: 6989.02

8" AC WATERLINE

PT# 406
ELECTRICAL CONDUIT
SURFACE ELEV: 6994.85
DEPTH TO TOP OF SLURRY BANK: 5" (6994.43)
DEPTH TO BOTTOM OF BANK: 32" (6992.18)

PT# 405
COMMUNICATION CONDUIT
SURFACE ELEV: 6994.9
2" CONDUIT, DEPTH TO TOP: 23" (6992.98)
2" WIRE, DEPTH TO TOP: 26" (6992.73)

6" AC WATER LINE

MANHOLE 3-959
RIM: 6993.71
INV: 6986.71

185 E HUTCHESON DRIVE

PT# 409
ELECTRICAL CONDUIT
SURFACE ELEV: 6994.17
DEPTH TO TOP OF BANK: 13" (6993.09)
DEPTH TO BOTTOM OF BANK: 23" (6992.25)

8" VC SEWER LINE

Lot 2 (R4)
A.P.N. 101-240-95C

PT# 404
MANHOLE 9-958
RIM: 6995.73
INV: 6991.14

700 N APOLLO WAY

PT# 402
COMMUNICATION CONDUIT
SURFACE ELEV: 6997.6
DEPTH TO TOP: 22" (6995.77)

PT# 408
COMMUNICATION CONDUIT
SURFACE ELEV: 6994.95
DEPTH TO TOP: 70" (6989.12)

PT# 6072
WATER VALVE
RIM: 6994.56
DEPTH TO NUT: 42"
INV: 6989.31

PT# 1070
6" WATER VALVE
RIM: 6994.39
DEPTH TO NUT: 39.5"
INV: 6989.35

6" AC WATERLINE

628 N APOLLO WAY

6" AC WATERLINE

8" VC SEWER LINE

305 E HUTCHESON DRIVE

340 E HUTCHESON DRIVE

MANHOLE 3-955
RIM: 7000.71
INV: 6995.56

PT# 401
ELECTRICAL
SURFACE ELEV: 7000.9
DEPTH TO TOP OF SLURRY BANK: 11" (6999.98)
DEPTH TO BOTTOM OF BANK: 19" (6999.32)

380 E HUTCHESON DRIVE

6" AC WATERLINE

386 E HUTCHESON DRIVE

PT# 6075
WATER VALVE
RIM: 7005.46
DEPTH TO NUT: 20.5"
INV: 7002.00

MANHOLE 3-954
RIM: 7005.99
INV: 6999.6

PT# 6074
WATER VALVE
RIM: 7002.53
DEPTH TO NUT: 22"
INV: 6998.95

375 E HUTCHESON DRIVE

MATCH LINE
SEE SHEET 2

303 E DAVID DRIVE

410 E HUTCHESON DRIVE

307 E DAVID DRIVE

310 E DAVID DRIVE

311 E DAVID DRIVE

314 E DAVID DRIVE

315 E DAVID DRIVE

GRAPHIC SCALE
1" = 30'
30 0 30 60 90

UTILITY NOTES:

Horizontal locations and depth of utilities shown on the Utility Information Exhibits are based on information gathered from a variety of sources. Water and sewer utilities are shown based on a combination of as-built information, construction plans, and GIS information furnished by the City of Flagstaff, measured manhole inverts, water valve nut elevations, and pothole information. Information for natural gas (Unisource), communication (SuddenLink & CenturyLink), and electric (APS) utilities are shown based on maps provided by each utility and the pothole information shown on these exhibits. These maps are schematic and do not provide detailed horizontal or vertical information. Several gas, communication, and electrical utilities on the southern leg of Canyon Terrace were recently relocated within the last 2 years and were not reflected in the utility maps provided. These utilities are shown based on bluestake information.

In January and February of 2019 Adams Trenching conducted a limited pothole investigation along David Dr., Hutcheson Dr., & Canyon Terrace Dr. The intent of potholing was to determine potential conflicts between the proposed water and sewer infrastructure, and existing utility mains. The information from the pothole investigation is presented on these exhibits and in the pothole report from Adams Trenching. Pothole locations were surveyed and are presented relative to the project survey control. Pothole locations were based on utility map information furnished by the City of Flagstaff and franchise utilities and the 30% utility design. Not all underground utilities were potholed. If an existing utility was not shown on the utility maps provided, it was not potholed. Conflicts may still exist that are not noted on the construction plans.

Utility services, except as shown, were not potholed. Water services are shown based on water meter boxes located during the project survey. Location of water services where meter boxes were not found are estimated. Water service depths are assumed relative to existing water main depth. Sewer services are shown horizontally based on City of Flagstaff sewer logs, and depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Slopes are based on MAG Standard Detail 440. Gas services are shown based on utility map information provided by Unisource. Communication services and power services are shown based on maps provided by SuddenLink, CenturyLink, and APS. Gas, communication, and electric maps are schematic and do not provide detailed horizontal or vertical information. For design purposes, service depths are shown based on estimated depths.

The Contractor will need to fully locate all utilities before work is started in the area.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE | DESCRIPTION | REVISION

110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

Peak ENGINEERING, INC.
Connecting Place to People

Professional Engineer (Civil)
42777
THOMAS E. SMITH
Date Signed 12/9/19
Expires 09/30/20

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INFORMATION EXHIBIT
HUTCHESON DR

JOB NO:18COF03	BY:DCW/CAL	CK'D:TES	REVISION: 1
SCALE: 1" = 30'	DATE: DEC 2019		

3 OF 4

P:\18COF\18COF03 - West Flagstaff Improvements\04 CAD\XREF\18COF03-BASEMAP-DAVID.dwg, 12/9/2019 12:48:31 PM

SURVEY CONTROL

A note on Basis of Bearing and Coordinate System:

Linear Unit: International Foot
Geodetic Datum: North American Datum 1983
System: Arizona LDP (Low Distortion Projection)

Projection: Transverse Mercator
Latitude of grid origin: 35-deg. 00' 00" N
Longitude of Central Meridian: 111-deg. 37' 00" W
Northing at grid origin: 0.000 ft
Easting at Central Meridian: 70,000.000 ft.
Central Meridian Scale Factor: 1.000333 (exact)

All distances and bearings shown hereon are grid values based on the preceding projection definition. The projection was defined such that grid distances are equivalent to "ground" distances within the project area.

The Basis of Bearings is Geodetic North based on GPS measurements. These bearings have been rotated to grid for the City of Flagstaff Low Distortion Projection. All bearings and distances shown on this map are grid per the preceding definition.

Elevations: The benchmarks and elevations on this survey were derived through GPS RTK observations and are on NAVD88 Datum.

LEGEND

- SEWER
- WATER
- GAS
- COMMUNICATION (TV & TELEPHONE)
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- RIGHT OF WAY
- PROPERTY
- EASEMENT
- SANITARY SEWER MANHOLE
- SEWER CLEANOUT
- WATER VALVE
- GAS VALVE
- CONTROL POINT

GRAPHIC SCALE 1" = 30'
30 0 30 60 90

PT# 1044
8" WATER VALVE
RIM: 6926.27
TOP OF NUT: 25"
INV: 6922.06

PT# 1051
WATER VALVE
RIM: 6933.50
TOP OF NUT: 26"
INV: 6929.58

CLEANOUT PT# 1057
RIM: 6934.53
DEPTH LOWEST PT: 5.69
INV: 6928.84

PT# 620B
¾" WATER SERVICE
SURFACE ELEV: 6938.3
DEPTH TO TOP: 44" (6934.63)

PT# 620A
1" GAS LINE
SURFACE ELEV: 6938.25
DEPTH TO TOP: 37" (6935.17)

CONTROL PT# 501
N: 63213.3647
E: 73887.2573
ELEV: 6939.0589

PT# 621
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6940.0
DEPTH TO TOP: 77" (6933.58)

PT# 619
ELECTRICAL CABLE (DIRECT BURY)
TO AN ARMORED SECONDARY
SURFACE ELEV: 6942.2
DEPTH TO TOP: 27" (6939.95)

MANHOLE 8-091
RIM: 6935.89
DEPTH MID: 7.56
DEPTH WEST: 7.31
INV MID: 6928.33
INV WEST: 6928.58

PT# 1051
WATER VALVE
RIM: 6938.38
TOP OF NUT: 32"
INV: 6933.96

PT# 1089
WATER VALVE
RIM: 6935.63
TOP OF NUT: 31"
INV: 6931.29

PT# 618
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6940.5
DEPTH TO TOP: 12" (6939.5)

PT# 617
6" WATER VALVE
RIM: 6949.97
TOP OF NUT: 29"
INV: 6945.8

MANHOLE 8-092
RIM: 6926.53
DEPTH NORTH: 6.40
DEPTH MID: 6.71
INV NORTH: 6920.13
INV MID: 6919.82

PT# 613B
PHONE LINE (DIRECT BURY)
SURFACE ELEV: 6923.4
DEPTH TO TOP: 50" (6919.23)

PT# 613A
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6923.4
DEPTH TO TOP: 55" (6918.82)

PT# 612
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6922.9
DEPTH TO TOP: 12" (6921.9)

CONTROL PT# 502
N: 63427.9740
E: 73686.6933
ELEV: 6921.1196

PT# 616B
(1) PHONE LINE
SURFACE ELEV: 6924.7
DEPTH TO TOP: 47" (6920.78)
(2) PHONE DROPS
SURFACE ELEV: 6924.7
DEPTH TO TOP: 39" (6921.45) & 49" (6920.62)

PT# 616A
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6924.7
DEPTH TO TOP: 50" (6920.53)

PT# 615
7" OD WATER LINE
SURFACE ELEV: 6924.3
DEPTH TO TOP: 40"

PT# 614
2" GAS LINE
SURFACE ELEV: 6924.3
DEPTH TO TOP: 32"

PT# 610
2" GAS LINE
SURFACE ELEV: 6915.6
DEPTH TO TOP: 29"

PT# 611
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6915.5
DEPTH TO TOP: 8"

PT# 609
7" OD WATER LINE
SURFACE ELEV: 6915.6
DEPTH TO TOP: 39" (6912.35)

PT# 608B
2 PHONE LINES &
2 PHONE DROPS (DIRECT BURY CABLES)
SURFACE ELEV: 6915.5
DEPTH TO TOP: 50" (6911.33)

PT# 608A
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6915.5
DEPTH TO TOP: 58" (6910.67)

PT# 607
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6915.0
DEPTH TO TOP: 9" (6914.25)

MANHOLE 8-093
RIM: 6912.82
DEPTH MID: 5.96
INV MID: 6906.86

CONTROL PT# 503
N: 63590.1068
E: 73420.3053
ELEV: 6905.6041

PT# 1389
WATER VALVE
RIM: 6906.27
TOP OF NUT: 23"
INV:6902.60

MANHOLE 8-094
RIM: 6905.37
DEPTH MID: 4.11
INV MID: 6901.26

GEOTECH BORING B-1
HARD DRILLING: 6' TO 7'
END OF BORING: 11.5'

PT# 1391
WATER VALVE
RIM: 6907.49
TOP OF NUT: 20"
INV: 6904.07

MANHOLE 8-995
RIM: 6888.66
DEPTH NORTH: 4.69
DEPTH SOUTH: 5.64
INV NORTH: 6883.97
INV SOUTH: 6883.02

MANHOLE 8-096
RIM: 6886.95
DEPTH MID: 4.75
DEPTH WEST: 2.84
INV MID: 6882.20
INV WEST: 6884.11

ELECTRICAL
ABANDONED IN PLACE

PT# 605C
4" TRANSITE PIPE
SURFACE ELEV: 6906.4
DEPTH TO TOP: 44" (6902.73)

PT# 604
2" GAS LINE
SURFACE ELEV: 6906.3
DEPTH TO TOP: 24" (6904.3)

PT# 605B
2" BLACK PIPE
SURFACE ELEV: 6906.5
DEPTH TO TOP: 37" (6903.42)

PT# 605A
1" COMMUNICATION LINE
& 2 PHONE DROPS
(DIRECT BURY CABLES)
SURFACE ELEV: 6906.5
DEPTH TO TOP: 30" (6904.0)

MANHOLE 8-095
RIM: 6908.17
DEPTH MID: 12.30
INV MID: 6895.87

PT# 602A
2" COMMUNICATION CONDUIT
SURFACE ELEV: 6910.0
DEPTH TO TOP: 9" (6909.25)

PT# 602B
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6910.0
DEPTH TO TOP: 9" (6909.25)

PT# 603
1 ½" COMMUNICATION CONDUIT
SURFACE ELEV: 6909.95
DEPTH TO TOP: 12" (6908.95)

PT# 601B
COMMUNICATION
SURFACE ELEV: 6912.4
DEPTH TO TOP: 47" (6908.48)

PT# 601A
2" ELECTRICAL CONDUIT
SURFACE ELEV: 6912.4
DEPTH TO TOP: 53" (6907.98)

PT# 1598
WATER VALVE
RIM: 6912.19
TOP OF NUT: 23"
INV: 6908.52

MANHOLE 8-090
RIM: 6911.92
DEPTH MID: 5.34
INV MID: 6906.58

MANHOLE 8-377
RIM: 6916.72
DEPTH MID: 9.58
INV MID: 6907.14

SEE INSET

SWITZER CANYON DR.
CANYON TERRACE DR.
FOREST VIEW DR.

798 N CANYON TERRACE DR.
796 N CANYON TERRACE DR.
794 N CANYON TERRACE DR.
792 N CANYON TERRACE DR.
790 N CANYON TERRACE DR.
788 N CANYON TERRACE DR.
786 N CANYON TERRACE DR.
784 N CANYON TERRACE DR.
782 N CANYON TERRACE DR.
708 N CANYON TERRACE DR.
801 N CANYON TERRACE DR.
799 N CANYON TERRACE DR.
797 N FOREST VIEW DR.
793 N CANYON TERRACE DR.
791 N CANYON TERRACE DR.
789 N CANYON TERRACE DR.
787 N CANYON TERRACE DR.
785 N CANYON TERRACE DR.
783 N CANYON TERRACE DR.
781 N CANYON TERRACE DR.
779 N CANYON TERRACE DR.
777 N CANYON TERRACE DR.
775 N CANYON TERRACE DR.
774 N CANYON TERRACE DR.
773 N CANYON TERRACE DR.
772 N CANYON TERRACE DR.

INSET

CANYON TERRACE DR.
SWITZER CANYON DR.
774 N CANYON TERRACE DR.
772 N CANYON TERRACE DR.
775 N CANYON TERRACE DR.
773 N CANYON TERRACE DR.

PT# 624
6" GAS LINE
SURFACE ELEV: 6885.24
DEPTH TO TOP: 46" (6881.41)

PT# 623A
BLOW-OFF VALVE
RIM: 6885.02
TOP OF NUT: 57"
INV: 6878.15

PT# 622
WATER VALVE
RIM: 6884.89
TOP OF NUT: 43"
INV: 6879.56

GRAPHIC SCALE 1" = 30'
30 0 30 60 90

UTILITY NOTES:

Horizontal locations and depth of utilities shown on the Utility Information Exhibits are based on information gathered from a variety of sources. Water and sewer utilities are shown based on a combination of as-built information, construction plans, and GIS information furnished by the City of Flagstaff, measured manhole inverts, water valve nut elevations, and pothole information. Information for natural gas (Unisource), communication (SuddenLink & CenturyLink), and electric (APS) utilities are shown based on maps provided by each utility and the pothole information shown on these exhibits. These maps are schematic and do not provide detailed horizontal or vertical information. Several gas, communication, and electrical utilities on the southern leg of Canyon Terrace were recently relocated within the last 2 years and were not reflected in the utility maps provided. These utilities are shown based on bluestake information.

In January and February of 2019 Adams Trenching conducted a limited pothole investigation along David Dr., Hutcheson Dr., & Canyon Terrace Dr. The intent of potholing was to determine potential conflicts between the proposed water and sewer infrastructure, and existing utility mains. The information from the pothole investigation is presented on these exhibits and in the pothole report from Adams Trenching. Pothole locations were surveyed and are presented relative to the project survey control. Pothole locations were based on utility map information furnished by the City of Flagstaff and franchise utilities and the 30% utility design. Not all underground utilities were potholed. If an existing utility was not shown on the utility maps provided, it was not potholed. Conflicts may still exist that are not noted on the construction plans.

Utility services, except as shown, were not potholed. Water services are shown based on water meter boxes located during the project survey. Location of water services where meter boxes were not found are estimated. Water service depths are assumed relative to existing water main depth. Sewer services are shown horizontally based on City of Flagstaff sewer logs, and depths are approximate based on typical minimum slopes for shallow sewers and maximum slopes for deeper sewers. Slopes are based on MAG Standard Detail 440. Gas services are shown based on utility map information provided by Unisource. Communication services and power services are shown based on maps provided by SuddenLink, CenturyLink, and APS. Gas, communication, and electric maps are schematic and do not provide detailed horizontal or vertical information. For design purposes, service depths are shown based on estimated depths.

The Contractor will need to fully locate all utilities before work is started in the area.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

REVISION	DESCRIPTION	DATE

Peak ENGINEERING, INC.
Connecting Place to People
110 N. Agassiz St.
Flagstaff, AZ 86001
(928) 774-4046
Web: www.peakegr.com

REGISTERED PROFESSIONAL ENGINEER (Civil)
42777
THOMAS E. SMITH
Date Signed 12-9-19
CERTIFICATE NO.

CITY OF FLAGSTAFF
WEST FLAG IMPROVEMENTS
UTILITY INFORMATION EXHIBIT
CANYON TERRACE DR.

JOB NO:18COF03	BY:DCW/CAL	CK'D:TES	REVISION:1
SCALE:1" = 30'	DATE: DEC 2019		

4 OF 4

P:\18COF\18COF03 - West Flagstaff Improvements\04 CAD\XREF\18COF03-BASEMAP-CANYONTERRACE.dwg, 12/9/2019 1:07:24 PM

Consideration and Approval of Construction Contract

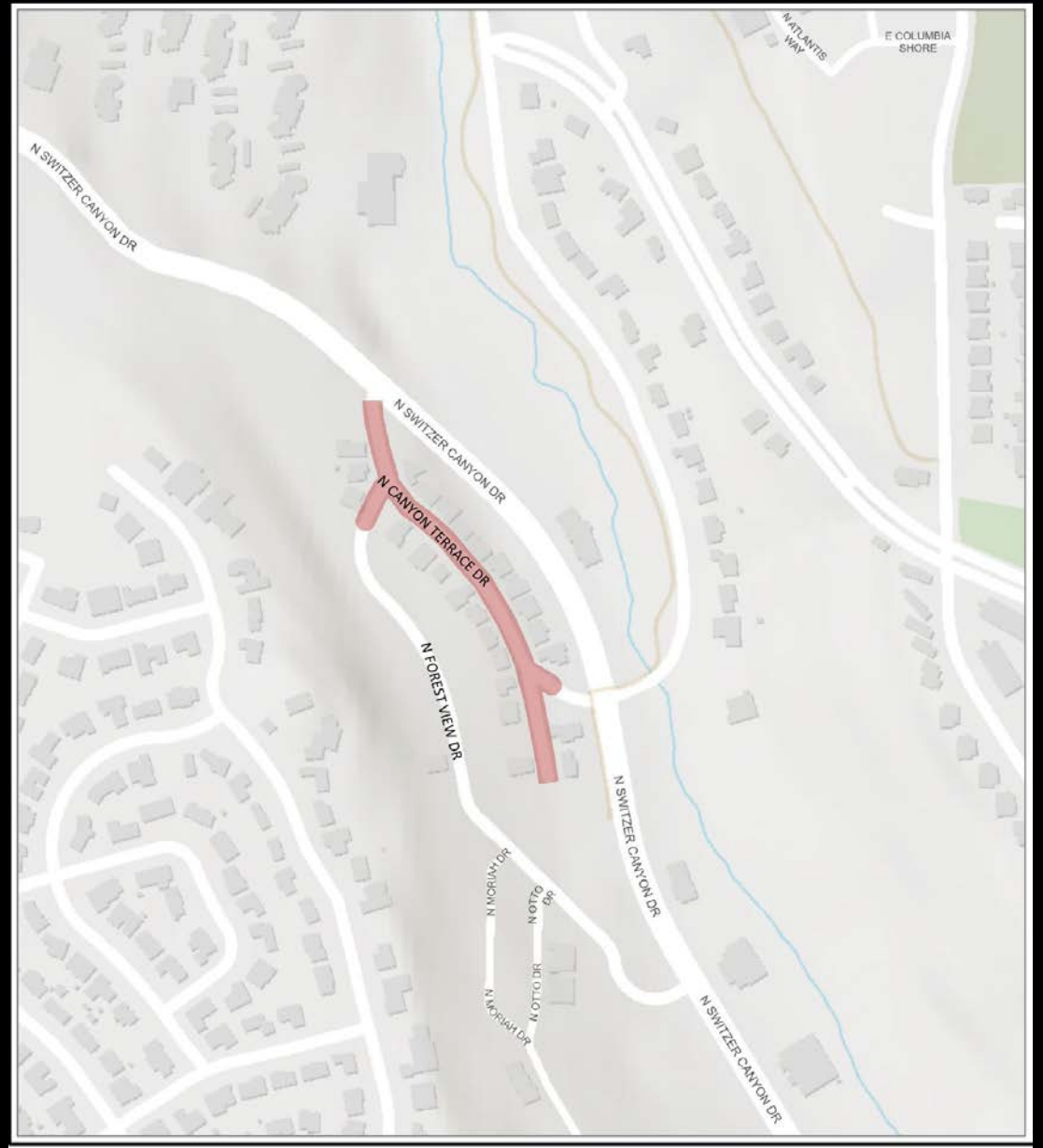
West Flag Improvements

Canyon Terrace Project

Canyon Terrace Project

- Utility and Roadway Improvements Project
- Anticipated Duration April – November
- Construction Notice
- Project Website
- Weekly Updates To Residents

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Canyon Terrace Vicinity Map

0 140 280 560 840 1,120

ft

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

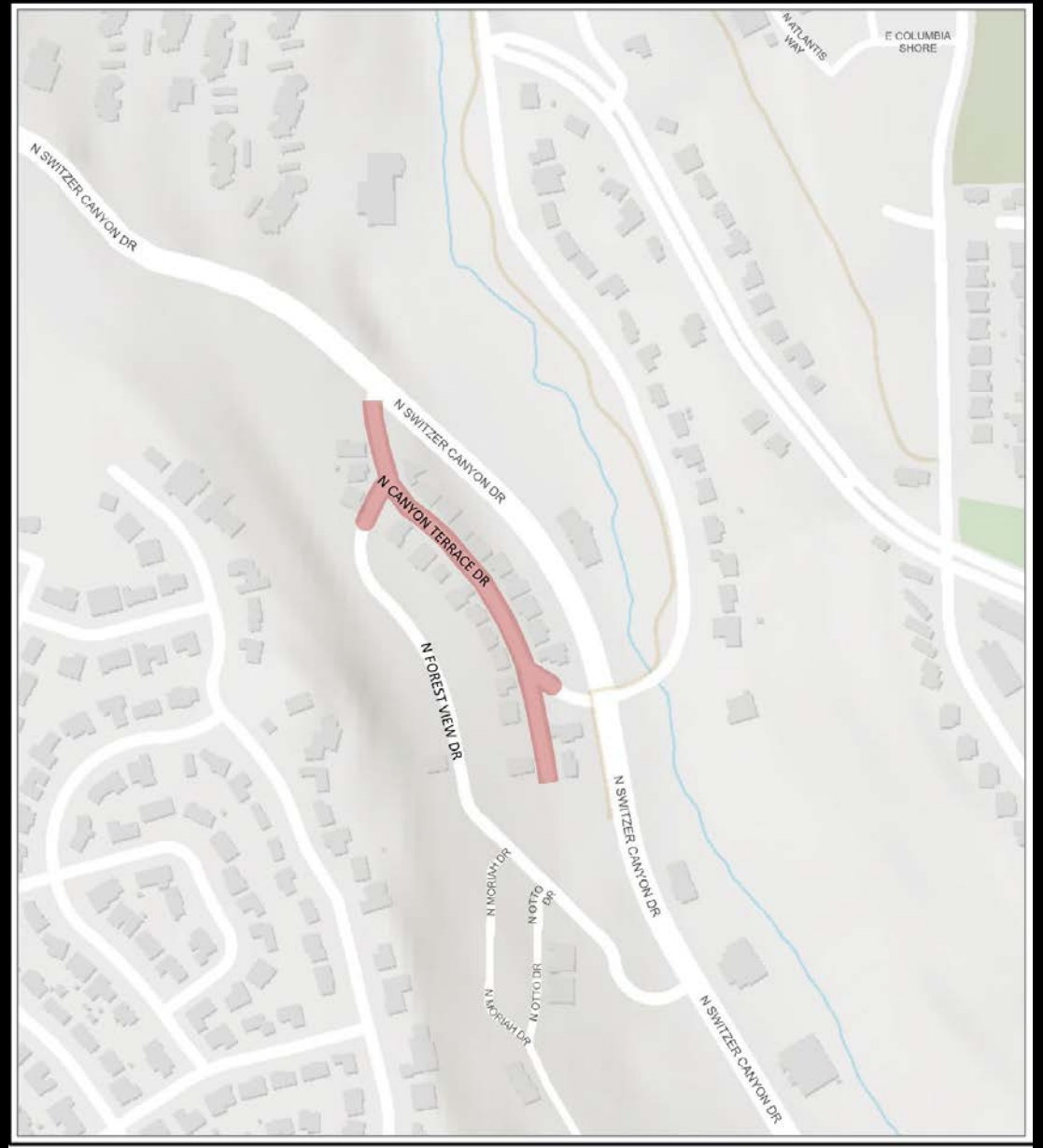
1/26/2021 11:55 AM

Canyon Terrace Project

END OF PRESENTATION

QUESTIONS?

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Canyon Terrace Vicinity Map

0 140 280 560 840 1,120

ft

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

1/26/2021 11:55 AM

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Planning Development Manager
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration and Approval of Preliminary Plat: Request from TLC PC Golf, LLC, for Preliminary Plat approval for Club Cabin Condominiums 2 at the Estates at Pine Canyon Unit 1—a three-unit residential condominium subdivision on 10.88 acres at 3000 S. Clubhouse Circle.

STAFF RECOMMENDED ACTION:

Staff recommends, based on the required findings and the Planning and Zoning Commission recommendation of approval on February 10, 2021 (6-0 vote), that the City Council approve the Preliminary Plat.

Executive Summary:

This is a request for Preliminary Plat approval for a three-unit residential condominium subdivision known as Club Cabin Condominiums 2 at the Estates at Pine Canyon Unit 1 located at 3000 S. Clubhouse Circle on 10.88 acres in the R1 (Single-Family Residential) Zone. See the attached vicinity map, Preliminary Plat, utility notification letters, Planning and Zoning Commission Staff Summary, and City Council presentation slides for more information.

Financial Impact:

No financial liabilities are anticipated by the approval of this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

PBB Key Community Priorities/Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Flagstaff Regional Plan

- Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

Has There Been Previous Council Decision on This:

- On February 10, 2021, The Planning and Zoning Commission voted 6-0 in favor of forwarding this Preliminary Plat to the City Council with a recommendation of approval.
- City Council approved the Final Plat for the Club Cabin Condominiums at the Estates at Pine Canyon Unit 1 on September 17, 2019, a four-unit residential condominium subdivision on the same parcel as the Club Cabin Condominiums 2 Preliminary Plat. City Council approved the Preliminary Plat for the Club Cabin Condominiums at the Estates at Pine Canyon Unit 1 on August 27, 2019.

Options and Alternatives:

1. Approve the Preliminary Plat with no conditions, as recommended by the Planning and Zoning Commission.
2. Approve the Preliminary Plat with conditions.
3. Deny the Preliminary Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

On December 4, 2020, the Inter-Division Staff approved a Site Plan for three (3) new 5,096 sq. ft., detached residential units (PZ-20-00139-02) on Tract K of the Estates at Pine Canyon Unit 1 subdivision plat. Civil plans for these three (3) cabins are currently under review, and Building Permit applications will be submitted shortly. New water service and a fire hydrant will need to be provided for this project.

The three (3) cabins in this application are in addition to four (4) cabins on Tract K that previously received Site Plan approval in 2016 (PZ-15-00111-02) and were subsequently platted as condominiums (PZ-18-00168-02). City Council approved the Final Plat for the Club Cabin Condominiums at the Estates at Pine Canyon Unit 1 on September 17, 2019. The applicant has received Building Permits to construct the four (4) cabins; two (2) are built, and two (2) are under construction.

Key Considerations:

The 2020 Site Plan approval of the project signifies it complies with the standards in Title 10: Zoning Code and Title 13: Engineering Design Standards and Specifications for New Infrastructure.
However, the developer has opted to create a condominium plat to separate ownership of each unit from ownership of the land beneath. In this case, the units are defined as the airspace extending 40’ above the building footprint. The airspace includes all components of each structure, including porches and balconies. Shared areas such as the sidewalks and the parking area are considered “common elements.”

The three proposed units also comply with the regulations in Title 11: General Plans and Subdivisions, as evidenced by Inter-Division Staff approval of the Preliminary Plat on December 4, 2020.

Community Benefits and Considerations:

The Club Cabin Condominiums 2 at the Estates at Pine Canyon Unit 1 will provide a place to stay for Pine Canyon members and their families, and prospective Pine Canyon residents.

Community Involvement:

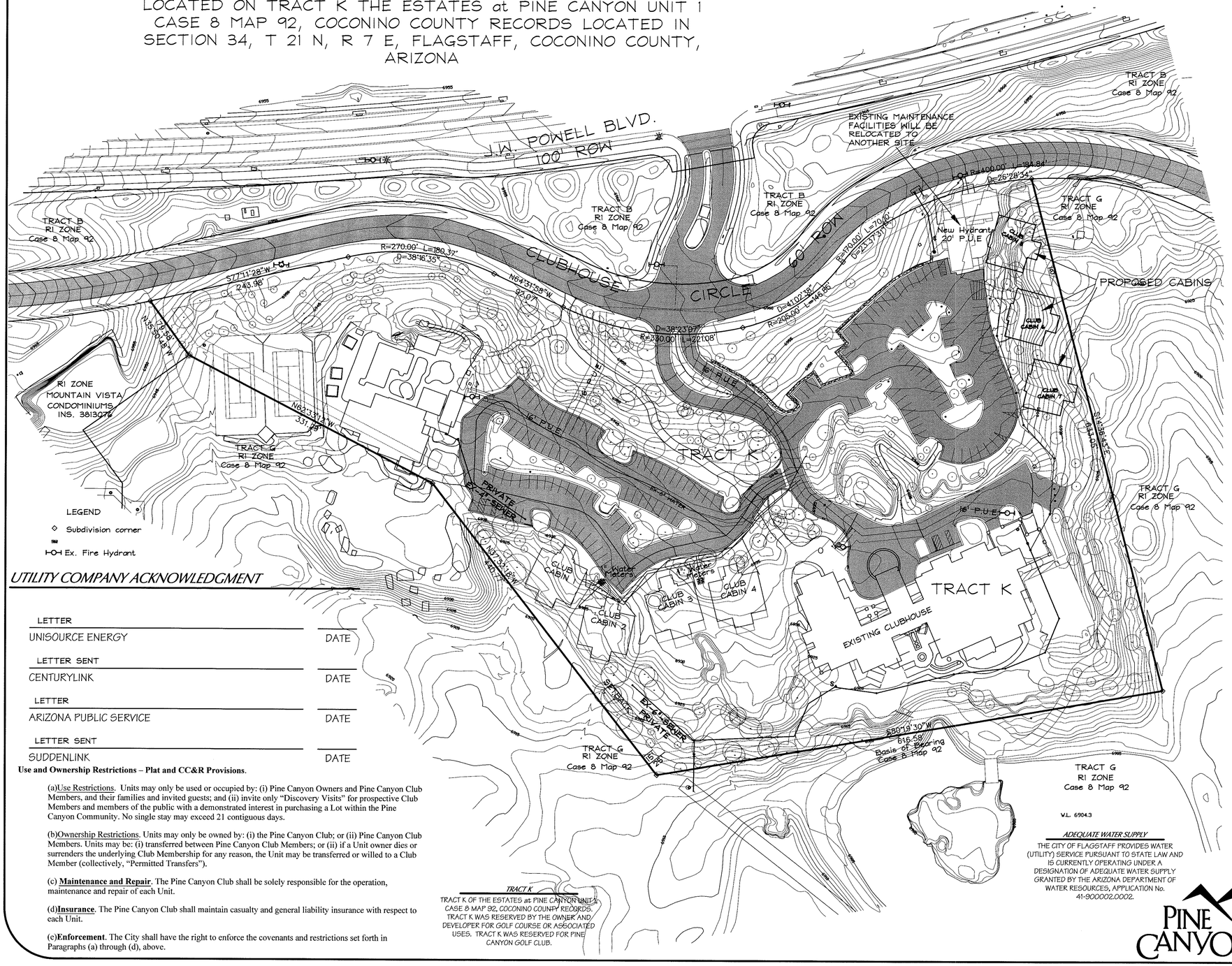
Inform. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Subdivision Plat review process.

Attachments:

Preliminary Plat
Vicinity Map
Utility Notification Letters
Application
P&Z Staff Report
Presentation

PRELIMINARY PLAT
FOR
CLUB CABIN CONDOMINIUMS 2 AT THE ESTATES AT PINE CANYON UNIT 1

LOCATED ON TRACT K THE ESTATES at PINE CANYON UNIT 1 CASE 8 MAP 92, COCONINO COUNTY RECORDS LOCATED IN SECTION 34, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



LEGEND

◇ Subdivision corner

⊢O⊣ Ex. Fire Hydrant

UTILITY COMPANY ACKNOWLEDGMENT

LETTER	DATE
UNISOURCE ENERGY	
LETTER SENT	
CENTURYLINK	
LETTER	
ARIZONA PUBLIC SERVICE	
LETTER SENT	
SUDDENLINK	

Use and Ownership Restrictions – Plat and CC&R Provisions.

(a)Use Restrictions. Units may only be used or occupied by: (i) Pine Canyon Owners and Pine Canyon Club Members, and their families and invited guests; and (ii) invite only "Discovery Visits" for prospective Club Members and members of the public with a demonstrated interest in purchasing a Lot within the Pine Canyon Community. No single stay may exceed 21 contiguous days.

(b)Ownership Restrictions. Units may only be owned by: (i) the Pine Canyon Club; or (ii) Pine Canyon Club Members. Units may be: (i) transferred between Pine Canyon Club Members; or (ii) if a Unit owner dies or surrenders the underlying Club Membership for any reason, the Unit may be transferred or willed to a Club Member (collectively, "Permitted Transfers").

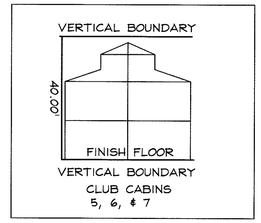
(c) **Maintenance and Repair**. The Pine Canyon Club shall be solely responsible for the operation, maintenance and repair of each Unit.

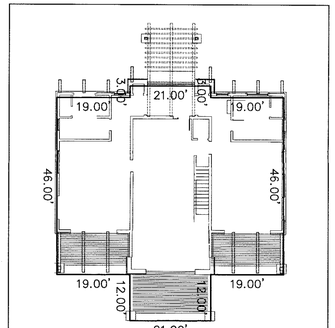
(d)**Insurance**. The Pine Canyon Club shall maintain casualty and general liability insurance with respect to each Unit.

(e)**Enforcement**. The City shall have the right to enforce the covenants and restrictions set forth in Paragraphs (a) through (d), above.

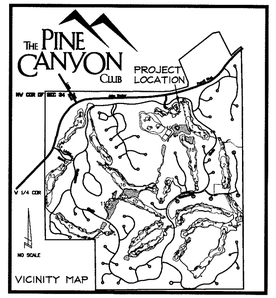
TRACT K

TRACT K OF THE ESTATES at PINE CANYON UNIT 1, CASE 8 MAP 92, COCONINO COUNTY RECORDS. TRACT K WAS RESERVED BY THE OWNER AND DEVELOPER FOR GOLF COURSE OR ASSOCIATED USES. TRACT K WAS RESERVED FOR PINE CANYON GOLF CLUB.





Areas outside of the condominium unit boudaries are common element maintained by the P.O.A.



PARCEL DATA

SUBDIVISION:	CLUB CABIN CONDOMINIUMS 2 @ THE ESTATES at PINE CANYON UNIT 1
TRACT:	"K" OF THE ESTATES at PINE CANYON UNIT 1
PARCEL ADDRESS:	3000 S. CLUBHOUSE CIRCLE
APN NUMBER:	105-10-497
TOTAL ACREAGE:	10.881±
EXISTING USE:	CLUBHOUSE & CAMP PINE CANYON
PROPOSED USE:	3 NEW CLUB CABIN CONDOMINIUMS
RESOURCE PROTECTION OVERLAY:	YES
ZONING:	R1 - SINGLE FAMILY RESIDENTIAL
OWNER:	TLC PC GOLF LLC 1201 E. JOHN WESLEY POWELL BLVD. FLAGSTAFF, AZ 86005 (928)779-5700

SCALE: 1"=60'

0 30 60 120

Scale 1"=60'

ADEQUATE WATER SUPPLY

THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.

LANDSCAPE CALCULATIONS

THREE NEW BUILDINGS PROPOSED @ 240 l.f. EACH = 720 l.f. 1 TREE/ 25 l.f. = 29 TREES REQUIRED. EXISTING TREES MAY BE UTILIZED TO SATISFY THIS REQUIREMENT. IF THERE ARE NOT ENOUGH EXISTING TREES NEW PLANTINGS WILL BE PROVIDED PER CODE.

PINE CANYON

TOPOGRAPHIC SURVEY WAS PERFORMED IN JANUARY OF 2014 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V. HOTSENPILLER
Signed 1/7/21
MOGOLLON ENGINEERING & SURVEYING, INC.

SHEET NO. 1 OF 3

COF PROJECT #

Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

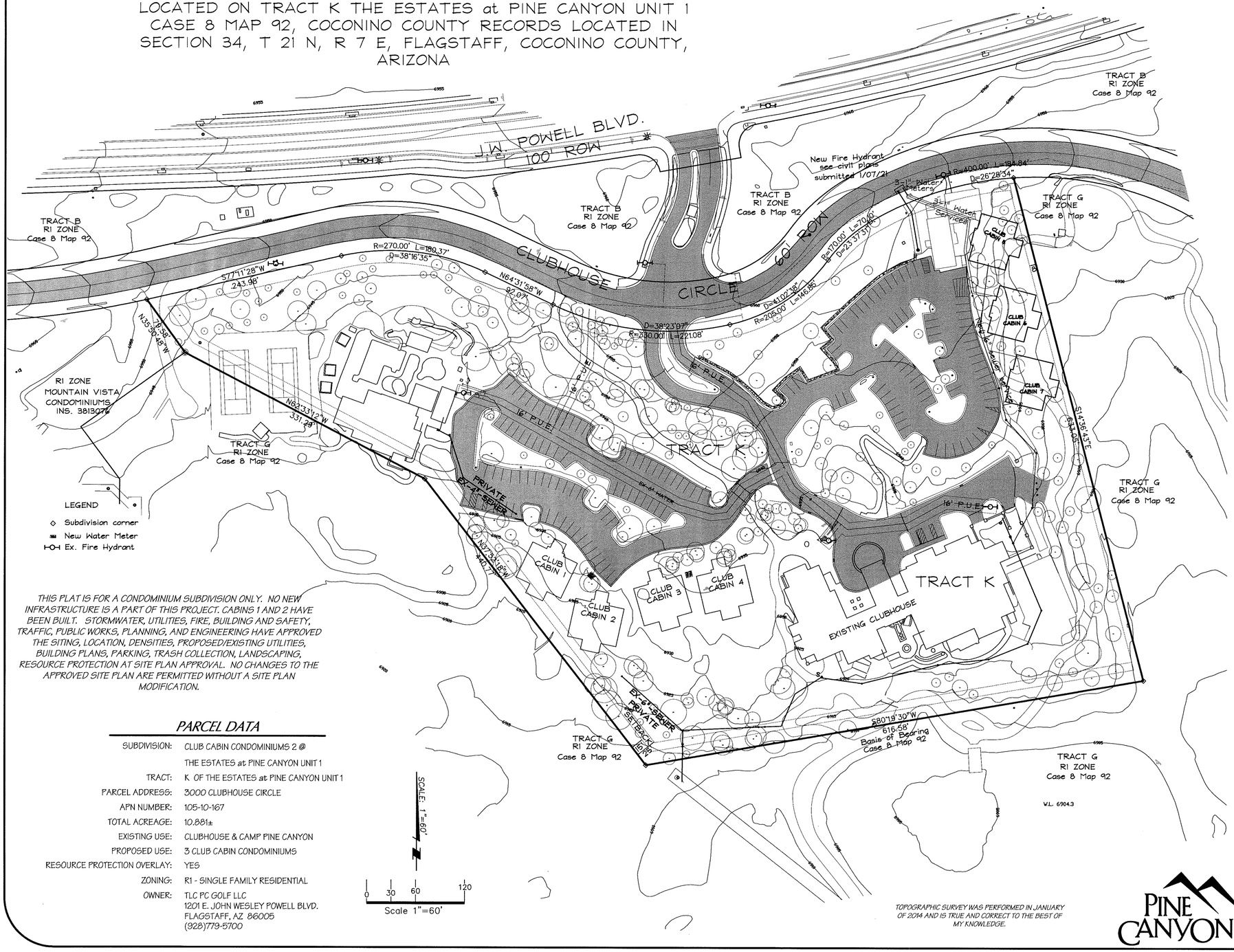
PRELIMINARY PLAT
CLUB CABIN CONDOMINIUMS 2
AT PINE CANYON

1/07/21
MES# 15169

Mogollon Inc
DATE: 1/07/21
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PROJECT NO. 15169
FN: SHEET-01.dwg
VERT SCALE:
HOR SCALE: 1"=60'
REVISIONS: COF 9/15

PRELIMINARY PLAT
FOR
CLUB CABIN CONDOMINIUMS 2 AT
THE ESTATES AT PINE CANYON UNIT 1

LOCATED ON TRACT K THE ESTATES at PINE CANYON UNIT 1 CASE 8 MAP 92, COCONINO COUNTY RECORDS LOCATED IN SECTION 34, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



THIS PLAT IS FOR A CONDOMINIUM SUBDIVISION ONLY. NO NEW INFRASTRUCTURE IS A PART OF THIS PROJECT. CABINS 1 AND 2 HAVE BEEN BUILT. STORMWATER, UTILITIES, FIRE, BUILDING AND SAFETY, TRAFFIC, PUBLIC WORKS, PLANNING, AND ENGINEERING HAVE APPROVED THE SITING, LOCATION, DENSITIES, PROPOSED/EXISTING UTILITIES, BUILDING PLANS, PARKING, TRASH COLLECTION, LANDSCAPING, RESOURCE PROTECTION AT SITE PLAN APPROVAL. NO CHANGES TO THE APPROVED SITE PLAN ARE PERMITTED WITHOUT A SITE PLAN MODIFICATION.

PARCEL DATA

SUBDIVISION:	CLUB CABIN CONDOMINIUMS 2 @ THE ESTATES at PINE CANYON UNIT 1
TRACT:	K OF THE ESTATES at PINE CANYON UNIT 1
PARCEL ADDRESS:	3000 CLUBHOUSE CIRCLE
APN NUMBER:	105-10-167
TOTAL ACREAGE:	10.881±
EXISTING USE:	CLUBHOUSE & CAMP PINE CANYON
PROPOSED USE:	3 CLUB CABIN CONDOMINIUMS
RESOURCE PROTECTION OVERLAY:	YES
ZONING:	R1 - SINGLE FAMILY RESIDENTIAL
OWNER:	TLC PC GOLF LLC 1201 E. JOHN WESLEY POWELL BLVD. FLAGSTAFF, AZ 86005 (928)779-5700

LEGEND & ABBREVIATIONS

	CENTERLINE (CL or ℄)
	RIGHT OF WAY (R.O.W.)
	PROPERTY LINE (PL or ℄)
EX W	EXISTING WATER LINE
8"W	NEW WATER LINE (WL)
8"S	NEW SEWER LINE (SL)
FS	NEW FIRE SERVICE (FS)
WS	NEW WATER SERVICE (WS)
BSL	NEW BUILDING SUPPLY LINE (BSL)
SS	NEW SEWER SERVICE (SS)
EX S	EXISTING SEWER MANHOLE
S	NEW SEWER MANHOLE (MH)
	EXISTING EDGE OF PAVEMENT / CURB
	NEW EDGE OF PAVEMENT / CURB
	PUBLIC UTILITY EASEMENT (PUE)
GL	GRADING LIMITS (GL)
EX OVHD	EXISTING OVERHEAD UTILITY LINE (EX OVHD)
	EXISTING FIRE HYDRANT (EX FH)
	NEW FIRE HYDRANT (FH)
	EXISTING WATER VALVE (EX WV)
	NEW WATER VALVE (WV)
	EXISTING WATER METER (EX WM)
	NEW WATER METER (WM)
	EXISTING STREET LIGHT (EX SL)
	NEW STREET LIGHT (SL)
X-ING	CROSSING
RP	RADIUS POINT
R	RADIUS
IS	INTERSECTION
DC	DEPRESSED CURB
BC	BACK OF CURB (TOP)
FC	FACE OF CURB (TOP)
BSW	BACK OF SIDEWALK
FSW	FACE OF SIDEWALK
C&G	CURB AND GUTTER
EOP	EDGE OF PAVEMENT
S/W	SIDEWALK
PKY	PARKWAY
D/W	DRIVEWAY
℄ or FL	FLOWLINE
EG	EXISTING GRADE
FG	FINISH GRADE
EOL	END OF LINE BLOWOFF
TS&V	TAPPING SLEEVE and VALVE
SDMH	STORM DRAIN MANHOLE
DB	DRAIN BASIN
CB	CATCH BASIN
TW	TOP OF WALL
GB	GRADE BREAK
(TYP)	TYPICAL
EX	EXISTING
SHT	SHEET
VG	VALLEY GUTTER
FFE	FINISH FLOOR ELEVATION (PRELIMINARY)
EA	EACH
LF	LINEAL FEET
SF	SQUARE FOOT
SY	SQUARE YARDS
CY	CUBIC YARDS
D.E.	DRAINAGE EASEMENT
S.E.	SLOPE EASEMENT
G	GUTTER
P	PAVEMENT
C	CONCRETE
LT	LEFT
RT	RIGHT
TRANS	TRANSITION
B.F.P.	BACK FLOW PREVENTION
HC	HANDICAP
MES	MOGOLLON ENGINEERING & SURVEYING, INC.
E.V.	ELECTRIC VEHICLE
C.O.F.	CITY OF FLAGSTAFF

TOPOGRAPHIC SURVEY WAS PERFORMED IN JANUARY OF 2014 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PINE CANYON

SHEET NO. 2 OF 3

COF PROJECT #

Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

REGISTERED LAND SURVEYOR CERTIFICATE NO. 23950 KENT V. HOTSENPILLER

1/07/21
MES#15169

PRELIMINARY PLAT
CLUB CABIN CONDOMINIUMS 2
AT PINE CANYON

DATE: 1/07/21
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PROJECT NO. 15169
FN: SHEET2.dwg
VERT SCALE:
HOR SCALE: 1"=60'
REVISIONS:

PRELIMINARY PLAT
FOR
CLUB CABIN CONDOMINIUMS 2 AT
THE ESTATES AT PINE CANYON UNIT 1

LOCATED ON TRACT K THE ESTATES at PINE CANYON UNIT 1 CASE 8 MAP 92, COCONINO COUNTY RECORDS LOCATED IN SECTION 34, T 21 N, R 7 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA



LANDSCAPE BUILDING
240 linear feet per building
1 TREE/25linear feet

BUILDING 5
2-ex. 8" = -2 trees
1-ex. 10" = -2 trees
6 TREES REQUIRED

BUILDING 6
1-ex. 14" = -2 trees
1-ex. 10" = -2 trees
6 TREES REQUIRED

BUILDING 7
3-ex. 8" = -3 trees
1-ex. 10" = -2 trees
2-EX. 11" = -4 trees
1 TREES REQUIRED

PRE DEVELOPMENT TREE POINTS

1 POINT TREES	107 x 1	= 107
2 POINT TREES	76 x 2	= 152
4 POINT TREES	77 x 4	= 308
8 POINT TREES	44 x 8	= 352
20 POINT TREES	3 x 20	= 60
TOTAL TREE POINTS		= 979
50% OF TOTAL		= 490

POST DEVELOPMENT TREE POINTS

1 POINT TREES	101 x 1	= 101
2 POINT TREES	74 x 2	= 148
4 POINT TREES	61 x 4	= 244
8 POINT TREES	44 x 8	= 308
20 POINT TREES	3 x 20	= 60
TOTAL TREE POINTS		= 861
TREE SAVE PERCENTAGE		= 87.8

1 POINT TREES
2 POINT TREES
4 POINT TREES
8 POINT TREES
20 POINT TREES

SLOPE RESOURCE
EXISTING 17-24.99% SLOPE: 0 acres
EXISTING 25%-34.99%: 0 acres
EXISTING 35% SLOPE: 0 acres
SLOPE DISTURBANCE: 0 acres

FLOODPLAINS
NO URBAN FLOODPLAIN ON-SITE
NO RURAL FLOODPLAIN ON-SITE

TREE RESOURCE NOTE:
3 ONE POINT TREES TO BE REMOVED, 1 TWO POINT TREE TO BE REMOVED, 8 FOUR POINT TREES TO BE REMOVED

TOPOGRAPHIC SURVEY WAS PERFORMED IN JANUARY OF 2014 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PINE CANYON

SHEET NO. 3 OF 3

COF PROJECT #

Mogollon Engineering & Surveying
411 N Santa Fe Avenue, Flagstaff, Az. 86001
P.O. Box 1652, Flagstaff, Az. 86002
Phone: 928-214-0224 • Fax: 928-913-0015

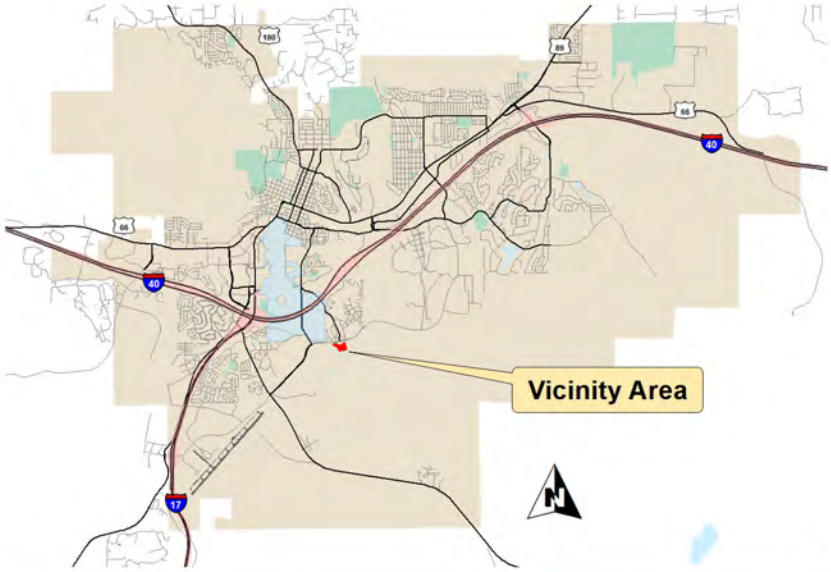
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V. HOTSENPILLER
Date Signed 1/7/21
EXPIRES 3/31/22

1/07/21
MES# 15169

PRELIMINARY PLAT
CLUB CABIN CONDOMINIUMS 2
RESOURCE PLAN

REVISIONS:

PROJECT NO. 1564
FN: sheet-03.dwg
VERT. SCALE:
HOR. SCALE: 1"=60'
DRAWN BY:
CHECKED BY:
DATE: 1/07/21
DESIGNED BY:



3000 S Clubhouse Circle

E JW POWELL BLVD
E TELLURIDE DR
S PINYON JAY DR
E JW POWELL BLVD
S CLUBHOUSE CIR
E BENT TREE CIR
S CLUBHOUSE CIR
E ELYSIAN CT
S TOURMALINE DR
E LA SERENA DR

Mogollon, Inc.
ENGINEERING & SURVEYING

October 19, 2020

Nate Reisner
Arizona Department of Transportation
1801 South Milton
Flagstaff, Arizona 86001

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

A.D.O.T. Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: _____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon, Inc.
ENGINEERING & SURVEYING

October 19, 2020

Megan McCarthy
Arizona Public Service
2200 East Huntington Drive
Flagstaff, Arizona 86004

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

Franchise Utility Company Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: _____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon, Inc
ENGINEERING & SURVEYING

October 19, 2020

Coconino County Health Development
2500 N. Fort Valley Road
Flagstaff, Arizona 86001

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

County Health Department Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS:_____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon, Inc.
ENGINEERING & SURVEYING

October 19, 2020

Manny Hernandez
Centurylink
112 N. Beaver Street
Flagstaff, Arizona 86001

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

Franchise Utility Company Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: _____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon, Inc.
ENGINEERING & SURVEYING

October 19, 2020

Flagstaff Unified School District
3285 East Sparrow Avenue
Flagstaff, Arizona 86004

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

School District Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: _____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon, Inc.
ENGINEERING & SURVEYING

October 19, 2020

Richard Davis
Suddenlink
1601 S. Plaza Way
Flagstaff, Arizona 86001

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

Franchise Utility Company Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS:_____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon, Inc.
ENGINEERING & SURVEYING

October 19, 2020

Martin Conboy
UniSource Energy Services
2901 W. Shamrell Blvd.
Flagstaff, Arizona 86005

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

Franchise Utility Company Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS:_____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon, Inc.
ENGINEERING & SURVEYING

October 19, 2020

Robert McBride
U.S.D.A. –Natural Resource Conservation Service
1611 S. Plaza Way
Flagstaff, Arizona 86001

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

Soil Conservation Service Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS:_____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon, Inc
ENGINEERING & SURVEYING

October 19, 2020

United States Postal Service
Address Information Specialist
2400 North Postal Blvd.
Flagstaff, Arizona 86004-9996

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

U.S. Postal Service Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS: _____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

Mogollon, Inc.
ENGINEERING & SURVEYING

Coconino County Flood Control District
Coconino County Community Development
2500 N. Fort Valley Road
Flagstaff, Arizona 86001

October 19, 2020

PROJECT NAME: Club Cabin Condominiums at Pine Canyon Unit 2
(Preliminary Plat)
PROJECT NUMBER: MES #15169

County Flood Control and Community Development Concept Approval

Attached, please find the Preliminary Plat that **Mogollon** Engineering & Surveying, Inc. has prepared. Per the City of Flagstaff Preliminary Plat requirement, we are hereby informing you, appropriate franchise utility companies, and appropriate agencies of the proposed subdivision.

Please respond to this request for information below and return it to **Mogollon** Engineering & Surveying, Inc. by **November 19, 2020.**

Should you have any questions or need additional information please contact Rob Begley, P.E. or Kent Hotsenpiller, R.L.S. at (928) 214-0214. We appreciate your time concerning the completion of this document.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ Approved without comments
- ☐ Approved with comments (provide comments below)
- ☐ Not Approved (provide appropriate comments below)

COMMENTS:_____

_____

_____

_____

PLEASE RETURN VIA:

- ☐ **Email mogollon99@aol.com**
- ☐ Regular Mail: 411 W. Santa Fe, Flagstaff Arizona 86001
- ☐ Hand Deliver: 411 W. Santa Fe, Flagstaff Arizona

SIGNED: _____ **TITLE:** _____ **DATE:** _____

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	**Application for Subdivision Review**	File Number

Property Owner(s) TLC PC GOLF LLC		**Phone** 779-5700
Mailing Address 1201 E. John Wesley Powell Blvd	**City, State, Zip** Flagstaff, AZ 86004	**Email** cpelletier@symmetrycompanies.com
Applicant(s) Mogollon Engineering		**Phone** 214-0214
Mailing Address 411 W. Santa Fe	**City, State, Zip** Flagstaff AZ 86001	**Email** mogollon99@aol.com
Project Representative Mogollon Engineering		**Phone**
Mailing Address	**City, State, Zip**	**Email**

Requested Review:
- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☒ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ☐ Preliminary Plat
- ☐ Final Plat- Council

Project Name:	**Site Address**	**Parcel Number**
Club Cabin Condominiums Unit 2	3000 Clubhouse Circle	105-10-497

Proposed Use	**Existing Use**	**Subdivision, Tract & Lot Number**
condominiums	Clubhouse	K, Pine Canyon Unit 1

Zoning District	**Regional Plan Category**	**Flood Zone**	**Size of Site (Sq. ft. or Acres)**
R1	Suburban	X	10.881 acres

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name: _____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☐ Yes ☒ No Subject property is undeveloped land?

Surrounding Uses (Res, Com, Ind)	**North**	**South**	**East**	**West**
	Res	Res	Res	Res

Proposed Use:	**Number of Lots**	**Number of Units**	**Number of acres per use**	**Building Square Feet**
	3	3	1.5 ac/unit	8424

Please complete a *"Subdivision Review Application"* and provide an initialed *"Application and Information Checklist"* form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	**Date:**	**Applicant Signature:**	**Date:**
Kent Holsworth	1/18/21	Kent Holsworth	1/18/21

For City Use

Date Filed: 10/13/2020	**Case Number (s)** PZ-20-00139-01	
P & Z Hearing Date: 2/10/2021	**Publication and Posting Date:**	
Council Hearing Date: 3/2/2021	**Publication and Posting Date:**	
Fee Receipt Number: 2038629	**Amount:** $5830	**Date:** 10/22/2020

Action by Planning and Zoning Commission:	**Action By City Council:**
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	**Planning**	**Engineering**	**Fire**	**Public Works/Utilities**	**Stormwater**

From: cpelletier@symmetrycompanies.com,
To: mogollon99@aol.com,
Subject: Authorization to Sign
Date: Sun, Jan 3, 2021 3:55 pm
Attachments: OPINION OF PROBABLE COST[1].pdf (455K), 2020-12-29 CIVIL FH PLAN-1ST SUBMITTAL[1].pdf (9471K),

---

Kent:

Please accept this email as authorization to sign City of Flagstaff applications on Symmetry's behalf.

Regarsd,

symmetry COMPANIES

Charlie Pelletier

Vice President

Development & Construction

Symmetry Companies

office 480.498.3300

cell 310.210.5312

email cpelletier@symmetrycompanies.com

web Symmetrycompanies.com

8601 N. Scottsdale Road, Suite 335

Scottsdale, AZ 85253

PLANNING AND DEVELOPMENT SERVICES STAFF REPORT

Club Cabin Condominiums 2 at The Estates At Pine Canyon Unit 1 Preliminary Plat

PZ-20-00139-01

DATE: January 20, 2021
MEETING DATE: February 10, 2021
REPORT BY: Genevieve Pearthree

REQUEST:
TLC PC Golf LLC requests Preliminary Plat approval for Club Cabin Condominiums 2 at the Estates at Pine Canyon Unit 1—a 3-unit residential condominium subdivision at 3000 S. Clubhouse Circle. The condominium plat is on the 10.88-acre Tract K of the Estates at Pine Canyon Unit 1 subdivision in the R1 (Single-Family Residential) Zone.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

PRESENT LAND USE:
Tract K consists of the Pine Canyon Clubhouse, Camp Pine Canyon, tennis courts, parking lot, two existing Club Cabins and two Club Cabins under construction (these Club Cabins were previously approved in a separate application).

PROPOSED LAND USE:
The Club Cabin Condominiums 2 at the Estates at Pine Canyon Unit 1 is residential condominium subdivision development that consists of three (3) condominium dwelling units located on 10.88-acres.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map.

North: Vacant land, R1 Zone; J.W. Powell Blvd.
South: Golf Course and single-family residential units, R1 Zone
East: Golf course, R1 Zone
West: Mountain Vista Condominiums and golf course, R1 Zone

REQUIRED FINDINGS:
The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

1. Project Information

A. Background
On December 4, 2020 the Inter-Division Staff approved a site plan for three (3) new 5,096 sq. ft., detached residential units (PZ-20-00139-02) on Tract K of the Estates at Pine Canyon Unit 1 subdivision plat. Civil plans for these three (3) cabins are currently under review, and Building Permit applications will be submitted shortly. New water service and a fire hydrant will need to be provided for this project.

The three (3) cabins in this application are in addition to four (4) cabins on Tract K that were previously approved in 2015 (PZ-15-00111-02) and subsequently platted as condominiums (PZ-18-00168-02). City Council approved the Final Plat for the Club Cabin Condominiums at the Estates at Pine Canyon Unit 1 on September 17, 2019. The

applicant has received Building Permits to construct these four (4) cabins; two (2) are built, and two (2) are under construction.

Pine Canyon is located on approximately 660 acres and includes a mixture of condominium, townhomes, estate homes, clubhouse and recreational facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities. The 10.88-acre Tract K was reserved on the original Estates at Pine Canyon Unit 1 subdivision plat by the owner and developer for the golf course and associated uses. The subdivision plat and original zoning case (approved by City Council in 2000) also designated Tract K as a clubhouse and for the use of the Pine Canyon Golf Club members. Civil plans for the Estates at Pine Canyon Unit 1 subdivision (including Tract K) were approved in the 2004.

The Club Cabin Condominiums are an accessory use to the primary use of Tract K as a clubhouse. Section 10-80.20.010 of the Zoning Code defines "Accessory Use" as a "subordinate use of a building, other structure, or use of land that is: 1) Clearly incidental to the use of the main building, other structure, or use of land; 2) Customarily used in connection with the main building, other structure, or primary use of the land; and 3) Located on the same lot with the main building, other structure, or primary use of the land." Further, the Club Cabin Condominiums 2 at the Estates at Pine Canyon Unit 1 subdivision plat contains ownership and use restrictions, as well as CC&Rs, to ensure that the subdivisions meets the Tract K requirements in the original Estates at Pine Canyon Unit 1 subdivision plat. See *Type of Plat* below for more information.

B. Type of Plat

This application is for a condominium plat, which takes a multi-unit complex, such as the subject property, and creates the potential for individually owned units. The Preliminary Plat delineates all the elements affiliated with the individual units. In this case, the units are defined as the airspace extending 40' above where the building meets the ground. The airspace includes all components of each structure, including porches and balconies. Shared areas such as the sidewalks and the parking area are considered "common elements." Tract K contains all areas outside of the units and is dedicated to the owner association as a common element.

Once the plat is complete, the Pine Canyon Club will own and maintain the units per the original requirements of Tract K in the Pine Canyon Estates Unit 1 subdivision plat. Further, the use of the units is limited to current and prospective Pine Canyon Club members. In contrast to a typical condominium plat (in which a buyer of a unit receives a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc., that unit and sharing in joint ownership of any common grounds, parking areas and access), the use and ownership of these condominiums will be governed by the *Use and Ownership Restrictions – Plat and CC&R Provisions* stated on the plat cover page:

a) Use Restrictions. Units may only be used or occupied by: i) Pine Canyon Owners and Pine Canyon Club Members, their families, and invited guests; and ii) invite only "Discovery Visits" for prospective Club Members and members of the public with a demonstrated interest in purchasing a Lot within the Pine Canyon Community. No single stay shall exceed 21 contiguous days.
b) Ownership Restrictions. Units may only be owned by: i) the Pine Canyon Club; or ii) Pine Canyon Club Members. Units may be: i) transferred between Pine Canyon Club Members; or ii) if a Unit owner dies or surrenders the underlying Club Membership for any reason, the Unit may be transferred or willed to a Club Member (collectively, "Permitted Transfers").
c) Maintenance and Repair. The Pine Canyon Club shall be solely responsible for the operation, maintenance and repair of each Unit.
d) Insurance. The Pine Canyon Club shall maintain casualty and general liability insurance with respect to each Unit.
e) Enforcement. The City shall have the right to enforce the covenants and restrictions set forth in Paragraphs (a) through (d), above.

II. Required Findings: Conformance with City Development Standards

Staff reviewed and approved the Site Plan and Preliminary Plat for this project based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code

I. Single Family Residential (R1) Zone

The property is zoned R1 (Single-Family Residential), which has the following required setbacks:

Front:	15' min.; 25' min. for parking	Provided (min.): Greater than 25'
Side, Exterior	20' min.	Provided (min.): Greater than 20'
Side, Interior	8' min.	Provided: (min.): Greater than 8'
Rear:	25' min.	Provided (min.): Greater than 25'

II. Parking and Automobile Access

Parking access is from several surface lots west of the Club Cabins. These lots are also used for Clubhouse and associated activities. The Club Cabins require seven (7) parking spaces: three (3) cabins at 2.25 spaces per 2+ bedroom unit. The existing parking lots provide 172 spaces, which is far greater than the 138 spaces required to support the Clubhouse and Camp Pine Canyon (34,545 sq. ft. at one [1] space required per 250 sq. ft.), and the four (4) Club Cabins already approved on the site (four [4] cabins at 2.25 spaces per 2+ bedroom unit). Therefore, there is more than enough parking to satisfy the parking needs for the three (3) new Club Cabins.

III. Landscaping

A conceptual landscape plan was approved at Site Plan, showing substantial conformance with landscaping requirements in Section 10-50.60 of the Zoning Code. The final landscape plan will be approved in the Civil Plans review and is included as an attachment. On-site landscaping requirements for 29 trees (and associated shrubs and groundcover) will be met with new and existing vegetation.

IV. Natural Resources

The subject property is in a Resource Protection Overlay Zone. A Natural Resources Protection Plan was included in the Preliminary Plat. There are no steep slopes (greater than 17% grade) on the site, but there are Ponderosa Pines and other native trees that require protection per the table below.

Forest Resource Protection in the R1 Zone: Club Cabin Condominiums 2 at The Estates At Pine Canyon Unit 1

EXISTING TREE RESOURCE POINTS	REQUIRED PROTECTION LEVEL & POINTS	PROPOSED PROTECTION LEVEL & POINTS
979 points	50% or 490 points	87.8% or 861 points

V. Parks, Open Space, and Pedestrian Facilities

As part of the overall Pine Canyon development, a 10-foot-wide paved FUTS trail from the intersection of existing Lone Tree Road to the intersection of JWP Blvd along the north side of the extension of Lone Tree Road to the intersection of Zuni was completed. A 10-foot-wide paved FUTS trail was also constructed from the intersection of Lake Mary Road on the east side of JWP Blvd to the Lone Tree intersection. An extension of the trail was constructed from the intersection of existing Lone Tree/JWP eastward along the south side of JWP towards the proposed third entrance to Pine Canyon where the FUTS penetrates into the Pine Canyon development and extends to Fisher Point. Both FUTS are easily accessible from the Club Cabins.

B. Title 13: City of Flagstaff Engineering Standards

As part of the Preliminary Plat review Staff conducted a public systems analysis to confirm preliminary compliance with Engineering Standards. Civil Engineering Plans are currently under review, and must be approved prior to Final Plat approval. Approval of the Civil Engineering Plans will be contingent on the plat meeting City Engineering Standards.

I. Access and Traffic

A Traffic Impact Analysis was prepared and approved for the entire Pine Canyon master planned community. Improved access to the development is provided by John Wesley Powel (JWP) Blvd from Lake Mary Road, and by the extension of Lone Tree Road from the intersection of Lone Tree Road and Zuni Drive to the intersection of JWP Blvd. All interior streets within Pine Canyon are private and maintained by the Homeowner's Association.

The subject property is south of J.W. Powell Blvd. at the intersection with Clubhouse Circle. Pedestrians and vehicles can access the site at the Pine Canyon entrance on J.W. Powell, using existing drive aisles, pedestrian paths, and parking spaces put in place when the clubhouse was developed. The Pine Canyon Club will maintain the parking spaces, sidewalks, and associated infrastructure.

II. Water and Wastewater

The proposed development is serviced by the existing public water, public and private sewer systems and the existing franchise utilities currently serving Pine Canyon. The Club Cabins require the installation of three (3) new 1 inch water meters (one per unit) and a 2-inch new water service.

III. Stormwater

A Stormwater Analysis was previously completed for the entire Pine Canyon development and was accepted by the Stormwater Manager. The development was required to provide subregional on-site detention in the golf course ponds that serve as a dual purpose for storage of irrigation water and stormwater detention. Development of the first phase and golf course constructed this system.

As part of the Site Plan application for the three (3) new cabins, Stormwater staff reviewed and approved a drainage report to analyze the potential for damage to adjacent properties and downstream drainage capacity. This report provided documentation clarifying conformance with the previous drainage plan for Tract K.

C. Title 11: General Plans and Subdivisions, Chapter 11-20: Subdivision and Land Split Regulations

i. Preliminary Plat

IDS approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

ii. Subdivision Standards and Regulations

IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements. Most of these standards (including the design of lots, streets, easements, and blocks) are not applicable to this plat, however, because it is a condominium plat.

ii. Minimum Required Subdivision Improvements

Staff review of the Preliminary Plat identified the required improvements to the site in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. Civil Engineering Plans are currently under review.

REQUIRED FINDINGS:

The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation for approval.

Attachments:

- Application
- Preliminary Plat (3 sheets, 24 x 36")
- Vicinity Map
- Public Utility Notification Letters

Club Cabin Condominiums 2 at the Estates at Pine Canyon Unit 1 Subdivision

Preliminary Plat Approval Request

City Council | March 2, 2021

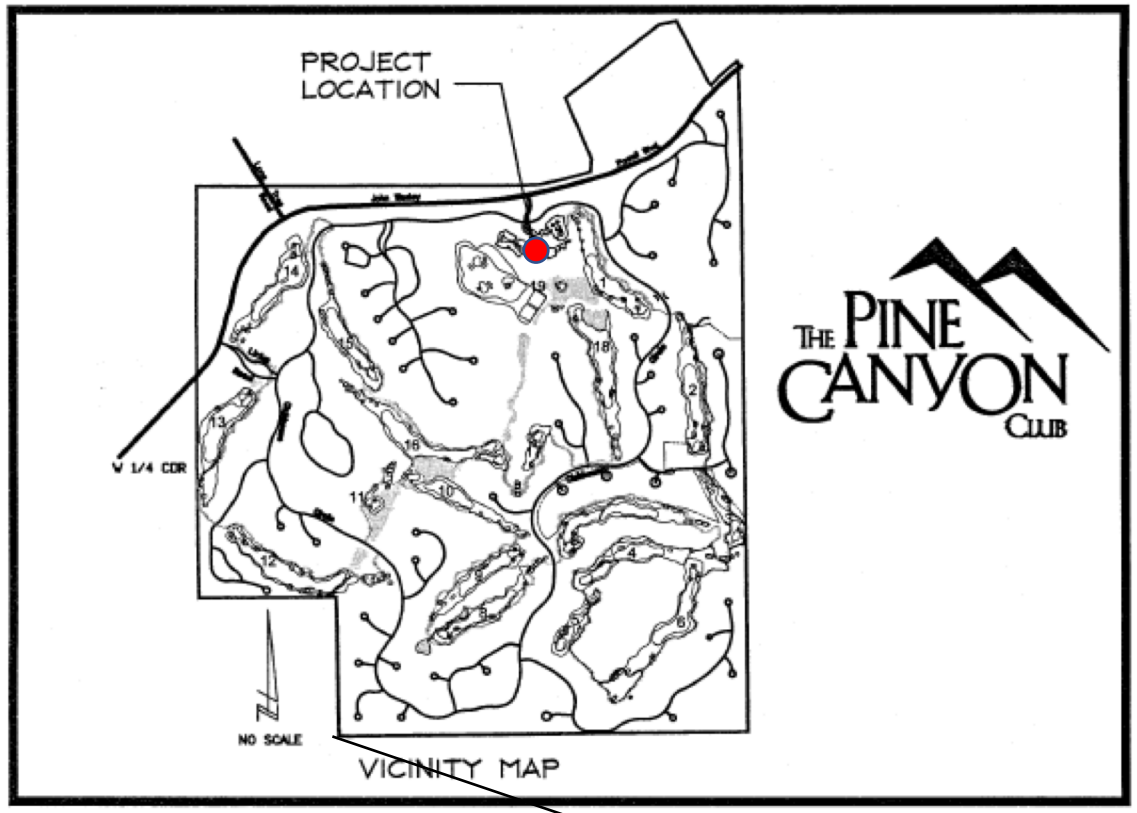
Genevieve Pearthree | Planning Development Manager

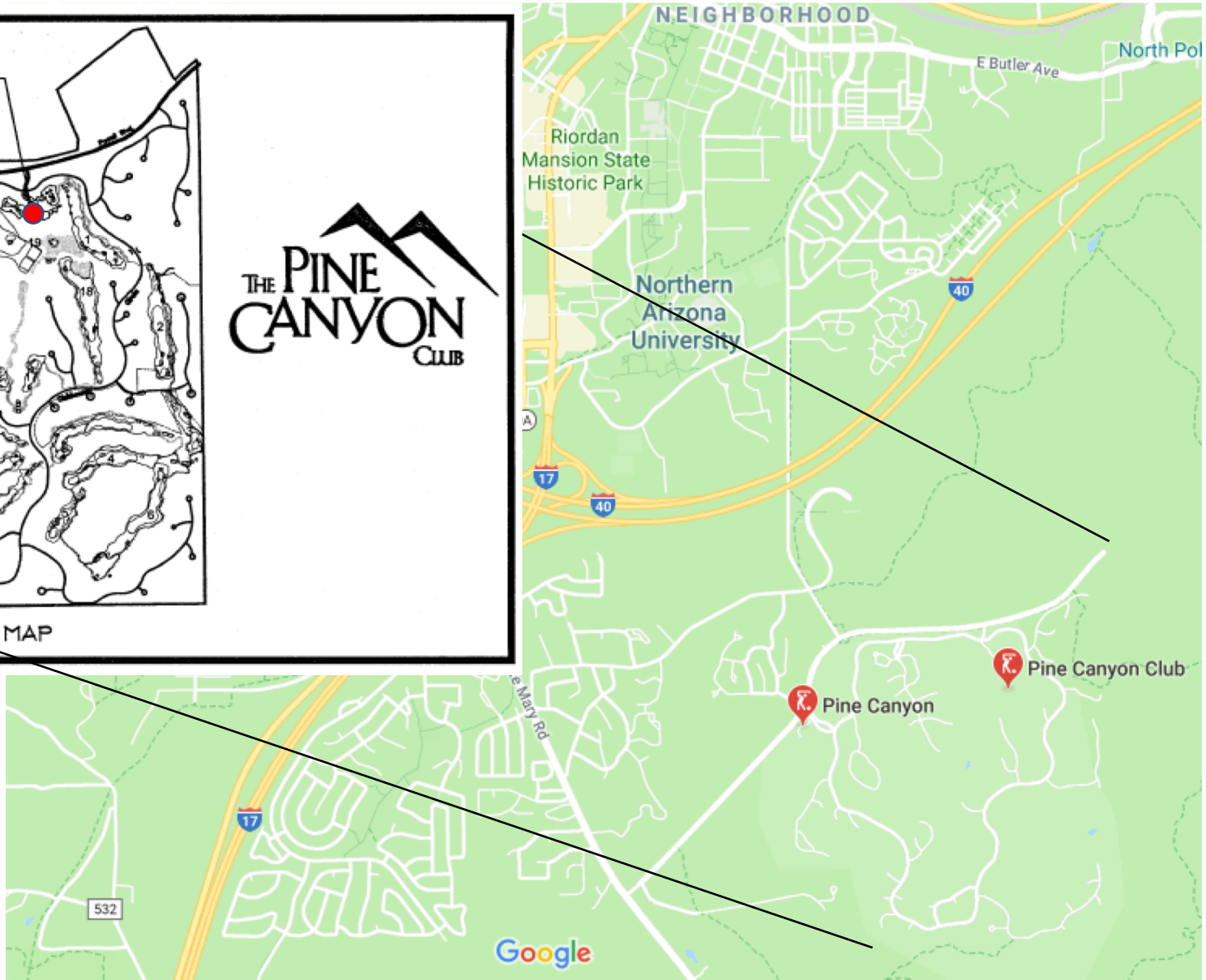
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- Request from TLC PC Golf LLC for **Preliminary Plat approval** for a 3-unit residential condominium subdivision at 3000 S. Clubhouse Circle
- On Tract K (10.88 acres) of the Estates at Pine Canyon Unit 1 subdivision and includes the clubhouse
- In the R1 (Single-Family Residential) Zone
- **Condominium plat creates individually owned units**
  - Ownership is of the airspace within each unit plus the limited common elements associated with each unit (decks and porches)

Vicinity Map





Background

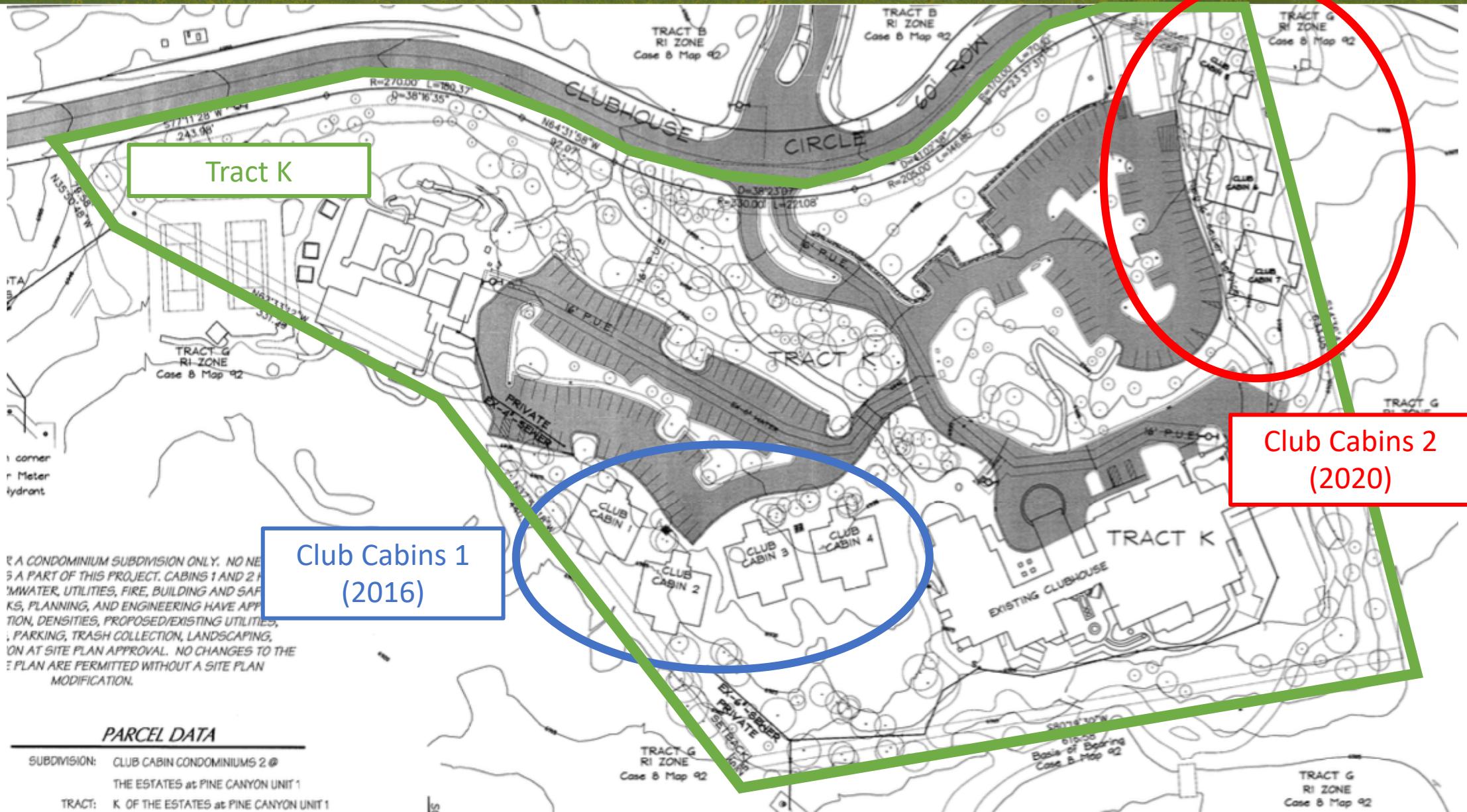
Pine Canyon

- 660-acre development at JW Powell and Lone Tree
- 31,000 square foot clubhouse, an eighteen-hole golf course
- 513 single-family lots, 46 townhome lots, and 60 condominiums
- Rezoning request approved in 2000

Club Cabins

- Club Cabins 1 site plan approved February 2016 (4 cabins)
  - Building permits issued: Cabins are built or under construction
  - Plat approved in 2019
- Club Cabins 2 site plan approved December 2020 (3 cabins)
  - Civil engineering plans under review

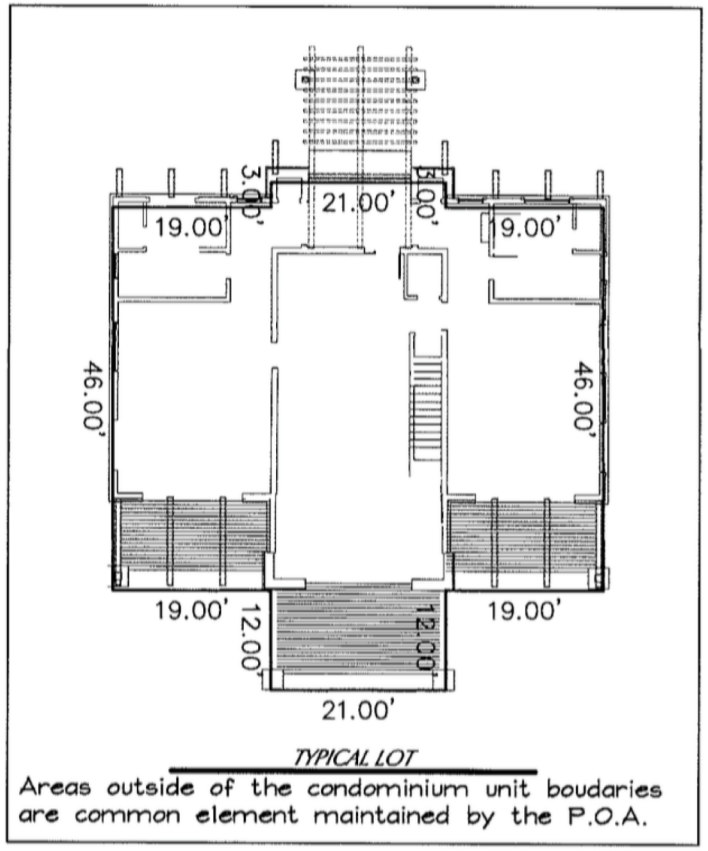
Club Cabins 2 Preliminary Plat



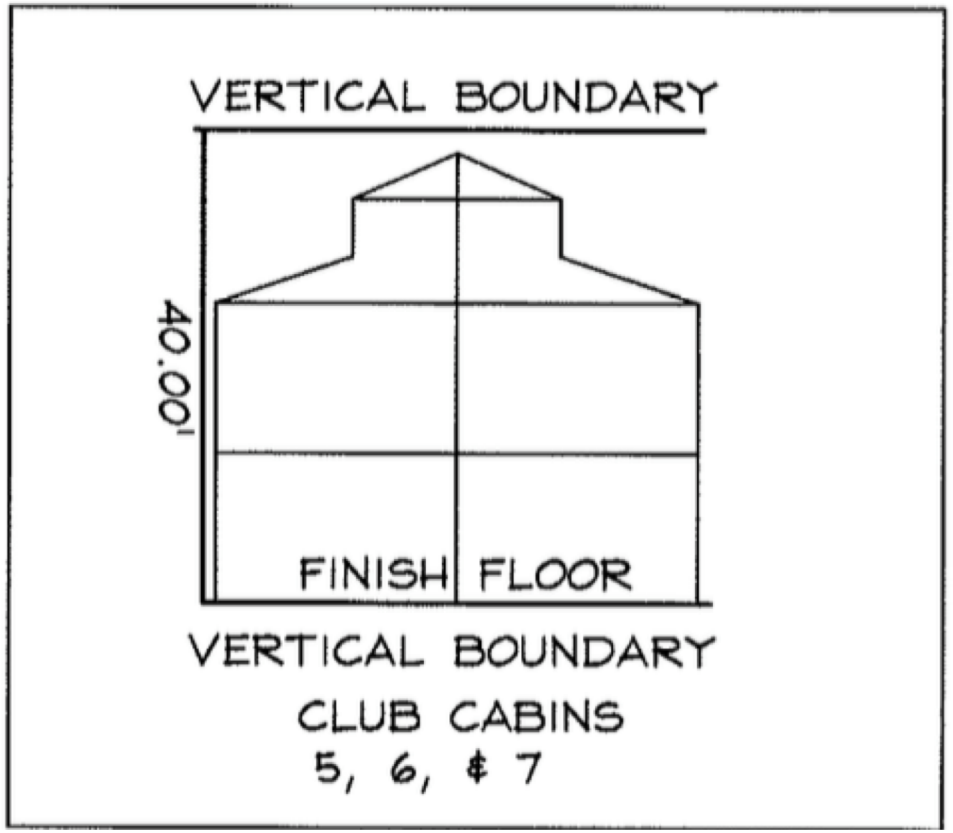
Plat Unit Airspace Ownership

Ownership of airspace extends 40-ft. above the footprint of each Club Cabin (includes porches, decks, balconies, etc.).

Typical Lot



Vertical Boundary



Required Finding #1: Zoning Code (Title 10)

- Cabins are a permitted use on Tract K
- Meets minimum setbacks for R1 Zone
- Meets landscaping requirements (29 trees) through new and existing trees
- Meets parking requirements for 7 spaces (172 spaces provided on site)
- Meets Natural Resource Protection standards

Required Finding #2: Engineering Standards (Title 13)

Public Systems Analysis

- Conducted at Site Plan to confirm compliance with Engineering Standards
  - 3 new water meters (1 per cabin) and 1 fire hydrant required
  - Civil Engineering Plans currently under review
- No other infrastructure improvements required

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
  - Identified in public systems analyses in previous slide
- Subdivision Standards and Regulations
  - Dedicating new 20’ public utility easement (PUE)

Findings and Recommendation

Required Findings

- Staff and the Planning and Zoning Commission have found **the Preliminary Plat meets the requirements** of:
  - City Code Title 10, Flagstaff Zoning Code
  - City Code Title 11, General Plans and Subdivisions
  - City Code Title 13, Engineering Design Standards & Specifications

Staff Recommendation

- Staff recommends, based on the required findings and the Planning and Zoning Commission recommendation of approval (6-0 vote), the **City Council approve the Preliminary Plat**

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jeanie Gallagher, Human Resources Director

Co-Submitter: Greg Clifton

Date: 02/23/2021

Meeting Date: 03/02/2021

TITLE:

Consideration and Adoption of Ordinance No. 2021-02: An ordinance of the Flagstaff City Council amending the Employee Handbook of Regulations, as established by Flagstaff City Code, Chapter 1-14, Personnel System, Section 1-14-001-0001, Personnel System Adopted.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2021-02 by title only for the final time
2) City Clerk reads Ordinance No. 2021-02 by title only (if approved above)
3) Adopt Ordinance No. 2021-02

Executive Summary:

In early 2020, the Human Resource Division and the City Manager worked with the City Attorney's office, Employee Advisory Committee, and Leadership to create recommended changes to the Appropriate Salary and Vacation Leave policies. The amended ordinances received final approval at the March 17, 2020, City Council meeting.

The purpose of these revisions was specifically to align the determination of pay as well as vacation accrual for employees that are promoted or reclassified to be comparable to the policies for new hires.

After implementing the changes, staff recognized that one of the subsections deleted through the prior amendments should not have been deleted. The purpose for bringing this ordinance change forward is to reverse that prior change.

Appropriate Salary 1-20-020, Subsection H
In most instances leaders are authorized to work with Human Resources to offer a rate of pay up to 12% above the minimum of the base of the pay range based on relevant experience. The City Manager in consultation with the Human Resource Director may authorize a rate above 12% for exceptional qualifications.

The amendments adopted on March 17, 2020, deleted the provision under the Promotion section of the ordinance that provides for a minimum increase for employees that are promoted and a similar provision for the City Manager in consultation with the Human Resource Director to authorize a higher amount. Deleting this provision was not intended and did not further the intent of the original ordinance change.

Staff's recommendation is to amend the ordinance to reinstate the original language with respect to Promotion.

Financial Impact:

No financial impact.

Policy Impact:

The policy will reflect the original intent of the March 2020 revisions which was to align the determination of pay as well as vacation accrual for employees that are promoted or reclassified to be comparable to the policies for new hires.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

The policy recommendation may impact the attraction and retention of City personnel related to the Council Goal - Personnel.

Has There Been Previous Council Decision on This:

Yes. This ordinance was amended on March 17, 2020. This request is to correct an error made in that amendment.

Attachments: Ord. 2021-02

ORDINANCE NO. 2021-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO COMPENSATION AND PROMOTION, AS ESTABLISHED BY CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, SECTION 1-14-001-0001, PERSONNEL SYSTEM ADOPTED; PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this Addendum 26 of the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

The Employee Handbook of Regulations, Section 1-20-020, *Appropriate Salary,* is hereby amended as shown below (additions are underlined and in caps, deletions are stricken):

1-20-020 *Appropriate Salary,* Subsection H is hereby amended as shown below:

H. Promotion.

1. THE NEW SALARY RATE WILL BE IN THE NEW RANGE THAT RESULTS IN A MINIMUM OF A SIX (6) PERCENT INCREASE, WITH FLEXIBILITY FOR A HIGHER AMOUNT WITH PRIOR APPROVAL OF THE HUMAN RESOURCES DIRECTOR AND CITY MANAGER.

~~1.~~2. In addition to the increase provided in B above, employees may continue to receive their regular merit increase if their classification date before promotion falls within three (3) months of the promotion. Thereafter, merit increases and performance evaluations will be based on the effective date of the promotion.

SECTION 2. Penalties

Any person found in violation of any provision of the Handbook may be subject to discipline, as set forth in such Handbook and Flagstaff City Code Section 1-14-001-0001, *Personnel System Adopted.*

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances, and any sections of the Handbook in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of March 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Brandi Suda, Finance Director
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration of Audited Financial Reports: Year ending June 30, 2020

STAFF RECOMMENDED ACTION:

Approve the FY 2019-2020 Comprehensive Annual Financial Report and the FY 2019-2020 Single Audit Report

Executive Summary:

The City is required to perform an annual audit each year, pursuant to Arizona Revised Statutes (A.R.S.) Section 9-481 and the City Charter (Article VI, Section 5); this audit is commonly known as the Comprehensive Annual Financial Report (CAFR). The CAFR is reviewed by an independent auditor to provide reasonable assurance that the financial statements are free of material misstatements. In addition, the City also obtains an annual Single Audit as a condition of receiving federal assistance in excess of $750,000. An independent auditor performs the Single Audit.

Financial Impact:

There is no financial impact on approving the City's Fiscal Year 2019-2020 Comprehensive Annual Financial Report (CAFR) or the FY 2019-2020 Single Audit.

Policy Impact:

No.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

This item is required by City Charter.

Financial Reporting supports the Key Community Priority of High Performing Governance by furthering the following associated Objectives:

- Encourage public trust through transparency...
- Enhance the organization's fiscal stability..., and
- Implement innovative local government programs, new ideas & best practices; be recognized as a model for how others to follow

Previous Council Decision on This:

No.

Options and Alternatives:

- Approve the City's FY 2019-2020 CAFR and FY 2019-2020 Single Audit Report.
- Do not approve the City's FY 2019-2020 CAFR, FY 2019-2020 Single Audit report, and provide direction to the Audit Committee or independent auditor to address Council's questions/issues.

Background/History:

The City is required to perform an independent annual financial audit per City Charter Article VI, Section 5 which states:

"Prior to the end of each fiscal year, the Council shall designate an independent Certified Public Accountant, who, as of the end of the fiscal year, shall make up an audit of accounts and other evidence of financial transactions of the City government, and shall submit a long-form report, including recommendations concerning policy and fiscal procedures, to the Council, and to the City Manager. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the City government or of any of its officers. The accountant shall, within specifications approved by the Council, post-audit the books and documents kept by the City, and any separate or subordinate accounts kept by any other office, department, or agency of the City government."

In addition to the financial audit, the City is required to complete a Single Audit because it receives more than $750,000 in federal assistance.

The City has hired CliftonLarsonAllen, LLP (the Auditors). The Auditors work directly with the Finance Staff to complete a review of the City's financial data and internal controls. The financial reports are the responsibility of the City and are based on the activity of the fiscal year. The CAFR is presented in accordance with all standards as defined by the Government Accounting Standards Board (GASB). The Auditors are not responsible for reviewing every transaction for the fiscal year, however, based on the standards the Auditors plan and perform the audit to obtain reasonable assurance that the statements are free of material misstatements. The Auditors prepare the Single Audit which is an independent assessment of City finances and includes a schedule of expenditures of federal fund awards.

The City has established an Audit Committee to review the financial reports and findings (CAFR and the Single Audit). The committee discusses the information and makes a recommendation to Council to accept or reject the financial reports. The Audit Committee is represented by a City Councilmember, the City Manager, and the Management Services Director:

- Paul Deasy, Mayor
- David Cosper, CPA
- Sharman Cawood, CPA
- Margaret Penado
- City Manager, Greg Clifton
- Rick Tadder, Management Services Director

The financial reports were reviewed by the Audit Committee through a presentation by the Auditors. The presentation of the financial reports to the Audit Committee occurred on January 15, 2021, and was facilitated by Rick Tadder, Management Services Director and Dennis Osuch, Principal with CliftonLarsonAllen LLP. The meeting was recorded and is available on the city website.

Key Considerations:

The City has received an "unmodified opinion" from the Auditors, meaning the audit firm believes the financial statements are fairly presented in accordance with generally accepted accounting principles. In the Communication to Mayor and City Council (attached), the audit firm states: there were no significant difficulties encountered in performing the audit and; there were no disagreements with management. The letter lists uncorrected misstatements related to benefit payment for other post-employment benefits (OPEB) and an account payable invoice and states they are immaterial to the City's financial statements. Misstatements are noted when the Auditors have found items that may be incorrectly presented during the audit engagement.

In the FY 2019-2020 Single Audit Report, there were no findings, material weaknesses or significant deficiencies noted. Since the FY 2018-2019 single audit had one significant deficiency, the City did not qualify as a low-risk auditee for the FY 2019-2020 audit.

The Audit Committee unanimously approved the acceptance of the CAFR and Single Audits at their January 15, 2021, meeting.

Expanded Financial Considerations:

An annual audit is statutorily required by A.R.S. Section 9-481. In addition, should the City not perform an annual audit of its financial statements and complete a Single Audit, the City could lose valuable grant funding. The amount of reimbursements of Federal Award reported for in the Fiscal Year 2019-2020 was $17.7million. State and local grant funding totaled $888,000 in Fiscal Year 2019-2020.

Community Benefits and Considerations:

Independent review of the City's financial statements elevates the level of confidence that the City is reporting fairly, accurately, and within prescribed guidelines.

Community Involvement:

Involve: The community is directly involved through the participation on the Audit Committee.

Inform: Any community member may review the most recent CAFR and Single Audit Report. The current and historical CAFR and Single Audit and SEFA are on file and available for public inspection in the following locations:

- On the City website, www.flagstaff.az.gov under the Finance Section (https://www.flagstaff.az.gov/164/Financial-Reports-Budget-Documents)
- At the Flagstaff Public Library, 300 W Aspen Ave, Flagstaff, Arizona
- At the East Flagstaff Community Library, 3000 N 4th Street, Suite 5, Flagstaff, Arizona
- Contact the Finance Director at (928) 213-2217

These reports are also attached to this staff summary. In addition, one copy of the CAFR and one copy of the Single Audit Reports are on file and available in the Council office.

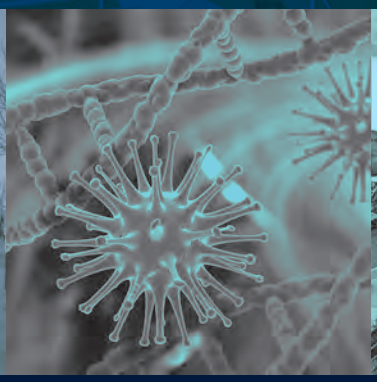
Attachments: Comprehensive Annual Financial Report FY19-20
Single Audit Report FY19-20
Governance Communication Report

2020

Flagstaff's Perseverance through the COVID-19 Crisis









City of Flagstaff
Comprehensive Annual Financial Report
2019-2020


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

Comprehensive Annual Financial Report

For Fiscal Year Ended
June 30, 2020

City of Flagstaff, Arizona

Prepared By:
Management Services Division
Finance Section


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

City of Flagstaff
Comprehensive Annual Financial Report
For the Fiscal Year Ended June 30, 2020

Table of Contents

Page

Introductory Section
- Transmittal Letter ... iii
- GFOA Certificate of Achievement ... xiii
- Organizational Chart ... xiv
- List of Elected and Appointed Officials ... xv

Financial Section
- Independent Auditors' Report ... 1

Management's Discussion and Analysis ... 5

Basic Financial Statements
- Government-wide Financial Statements:
  - Statement of Net Position ... 17
  - Statement of Activities ... 18
- Fund Financial Statements:
  - Balance Sheet – Governmental Funds ... 20
  - Reconciliation of the Balance Sheet to the Statement of Net Position – Governmental Activities ... 23
  - Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds ... 24
  - Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities ... 26
  - General Fund - Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual ... 28
  - Highway User Revenue Fund – Statement of Revenues, Expenditures and Changes in Fund Balances – Budget to Actual ... 29
  - Transportation Fund - Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual ... 30
  - Statement of Net Position – Proprietary Funds ... 32
  - Statement of Revenues, Expenses and Changes in Fund Net Position – Proprietary Funds ... 34
  - Statement of Cash Flows – Proprietary Funds ... 36
- Notes to the Financial Statements ... 40

Required Supplementary Information
- Schedule of Proportionate Share of the Net Pension Liability ... 90
- Schedule of Changes in Net Pension Liability and Related Ratios ... 92
- Schedule of Changes in Net OPEB Asset, Liability and Related Ratios ... 96
- Schedule of the City's Pension/OPEB Contributions ... 98
- Notes to the Required Supplementary Information ... 100

Combining Statements
- Non-Major Funds – Other Governmental Funds ... 101

Combining Statements and Schedules:
- Combining Balance Sheet – Non-major Governmental Funds ... 102

Combining Statement of Revenues, Expenditures and Changes in
Fund Balances – Non-major Governmental Funds 104
Non-Major Funds – Other Proprietary Funds 106
Combining Statements and Schedules:
Combining Statement of Net Position – Non-major Proprietary 107
Combining Statement of Revenues, Expenses and Changes in
Fund Net Position – Non-major Proprietary Fund 108
Combining Statement of Cash Flows
Non-major Proprietary Fund 109

Supplemental Information

Capital Assets Used in the Operations of Governmental Funds:
Schedule by Function and Activity 112
Schedule of Changes by Function and Activity 114
Budgetary Comparison Schedules – Non-major Governmental Funds
Housing and Community Services Fund 115
Metropolitan Planning Organization Fund 116
Library Fund 117
Bed Board Beverage Fund 118
Parking District Fund 119
General Obligation Bond Fund 120
Secondary Property Tax Revenue Fund 121
Special Assessment Bond Fund 122
Capital Projects Bond Construction Fund 123
Financial Data Submission Schedules
Net Position Accounts 124
Revenue, Expenses and Changes in Fund Net Position Accounts 128
Revenue, Expenses and Changes in Fund Net Position Accounts-
Public Housing - Consolidated 136

Statistical Section

Net Position by Component 140
Changes in Net Position 141
Fund Balances, Governmental Funds 143
Changes in Fund Balances, Governmental Funds 144
Tax Revenue by Source, Governmental Funds 145
Intergovernmental Revenue by Source, Governmental Funds 146
Full Cash Value of Taxable Property 147
City Tax Revenue for Major Categories 148
Direct and Overlapping Property Tax Rates 149
Principal Property Tax Payers 150
Property Tax Levies and Collections 151
Direct and Overlapping Sales Tax Rates 152
Ratios of Outstanding Debt by Type 153
Ratios of General Bonded Debt Outstanding 154
Direct and Overlapping Governmental Activities Debt 155
Legal Debt Margin Information 156
Pledged Revenue Coverage 158
Demographic and Economic Statistics 164
Principal Employers 165
Full-time Equivalent City Government by Function/Program 166
Operating Indicators by Function/Program 167
Capital Asset Statistics by Function/Program 169
Insurance Summary 170

City of Flagstaff

December 14, 2020

To the Honorable Mayor, City Council and Citizens of the City of Flagstaff, Arizona:

I am pleased to submit the Comprehensive Annual Financial Report for the City of Flagstaff, Arizona for the fiscal year ended June 30, 2020, as required by Article VI, Section 5 of the City Charter. This report is published to fulfill that requirement for the fiscal year ended June 30, 2020.

Management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Flagstaff are protected from loss, theft or misuse and that adequate accounting data is compiled to allow for the preparation of the basic financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City of Flagstaff's comprehensive framework of internal controls have been designed to provide reasonable, rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

CliftonLarsonAllen, LLP, a firm of licensed certified public accountants, have issued an unmodified ("clean") opinion on the City of Flagstaff's financial statements for the year ended June 30, 2020. The independent auditors' report is located at the front of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditors' report and provides a narrative introduction, overview and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

City of Flagstaff Profile

Flagstaff is located in Coconino County, Arizona at the intersection of Interstate 17 and Interstate 40. Flagstaff is the largest city in Northern Arizona and is the regional center and county seat for Coconino County, the second largest county in the 48 contiguous states. The 2010 United States Census showed a population of 65,870. The Arizona Office of Economic Opportunity estimates the population as of July 1, 2020 at 76,338. The City of Flagstaff became a town in 1894, incorporated as a city in 1928 and its boundaries currently encompass an area of approximately 66 square miles. Flagstaff is nestled at the base of the San Francisco Peaks and is surrounded by one of the largest ponderosa pine forests on earth. Flagstaff drew its name from a very tall pine tree made into a flagpole in 1876 to celebrate our nation's centennial. At nearly 7,000 feet, Flagstaff is one of the highest elevation cities in the United States.

The City of Flagstaff operates under a council-manager form of government as provided by its Charter. The Mayor is elected at large on a non-partisan ballot for a two-year term and six City

Council members are elected at large on a non-partisan ballot for four-year terms. The City Council appoints the City Manager, who has full responsibility for carrying out City Council policies and administering City operations. The City Manager, in turn, appoints City employees and division heads under service procedures specified by Charter.

The City of Flagstaff provides a full range of services including General Government, Police and Fire Protection, Environmental Services, Transportation, Library, Parks and Recreation, Airport, Water, Wastewater, Housing Authority and Stormwater services.

The annual budget serves as the foundation for the City of Flagstaff's financial planning and control. The City Council formally adopts the budget and legally allocates, or appropriates, available monies for all funds and entities related to the City of Flagstaff. All of these funds and entities are included in the basic financial statements. The City Manager submits to the City Council each spring a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them. A public hearing is held prior to the budget's final adoption and tax levy in order to obtain taxpayer comments. The budget is legally enacted through the passage of a resolution and the tax levy is adopted by an ordinance. The resolution sets the limit for expenditures during the fiscal year. The legal level of control for the budget is the division level. Additional expenditures may be authorized for unanticipated and/or inadequately budgeted events threatening the public's health or safety as prescribed in Article 9, Section 20 of the State Constitution.

Local Economy

Recession and COVID-19 Pandemic Impact on the Local Economy

Through the first eight months of FY 2019-2020, the City had good growth in many of our major revenues. Like many communities throughout the country, Flagstaff experienced a shutdown of many of our community businesses and tourism activities beginning mid-March. The impacts continued through the end of the fiscal year and into the next fiscal year.

The City's Budget Team began developing an economic recession plan in the Fall of 2019 which was completed in March. The economic recession plan provides guidelines for managing the City's operational expenses during a time of economic downturn. The plan is broken down into five stages:

- Alert/Minor - An anticipated, unbudgeted, net reduction in available revenues up to 2%
- Moderate - A projected and unbudgeted reduction in revenues in excess of 2% but less than 5%
- Significant - A projected and unbudgeted reduction in revenues in excess of 5% but less than 10%
- Major - A projected and unbudgeted reduction in revenues in excess of 10% but less than 20%
- Crisis - This phase assumes that revenues have been almost entirely depleted, with reductions in excess of 20%

Under the direction of the Budget Team, the City immediately implemented the Moderate Stage of the plan on April 6, 2020. Council adopted the economic recession plan on April 21, 2020. As the City added focus on the impact of revenues related to the pandemic and economic downturn, April revenue projections for the General Fund projected a $1.3 million decline for FY 2019-2020. The measures taken under the Moderate Phase made up for this level of revenue loss.

The City further developed a multi scenario-based revenue projection model for FY 2020-2021 to help determine the potential impacts the pandemic and recession could have on revenues.

- Scenario 1: Economy returns, but another COVID-19 surge brings additional impact; monthly revenues estimated at 70-100% for the first two months, with recovery, followed by similar reductions due to another COVID-19 outbreak
- Scenario 2: Economy is weak early, then recovers stronger – monthly revenues estimated at 70-100% for the first two months
- Scenario 3: Economy weak longer with a slow recovery – monthly tourism related revenues at 50% below prior year and slowly recover to only 90%, retail 5% down
- Scenario 4: Average of Scenario 1-3; becomes the basis for measuring against the recession plan

The projection model determined that the City may recognize revenue loss in levels of the Significant Stage of the recession plan. Staff presented the information to Council on May 26, 2020 and a resolution was adopted to move the City into the Significant Stage of the recession plan. Monthly the revenue projection model is updated and through October we are still determining we will continue in the Significant Stage. The actions taken in this stage are expected to help maintain the fiscal health of the organization.

At June 30, 2020, we recognized several revenue resources that were negatively impacted from the economic conditions. The fourth quarter sales taxes as compared to prior year saw major declines in the categories of hotels, motels and short-term rentals (62%), restaurants and bars (31%) and personal property rentals (22%). These sales tax declines were offset by increases in construction contracting (41%) and retail (17%). The City revenues from charges for services were down 35% in the fourth quarter due to the closure of all parks and recreation facilities during the pandemic. Construction remained very strong throughout the fiscal year with building permits exceeding $3.3 million, compared to $2.2 million in the prior fiscal year.

Employment

Flagstaff is a governmental, educational, transportation, cultural and commercial center. Government is one of the largest employment sectors. Major private employers in the Flagstaff area include Flagstaff Medical Center, W. L. Gore and Associates, Walmart, Grand Canyon Railway and Nestle Purina PetCare. Major public employers in the Flagstaff area include Northern Arizona University, Flagstaff Unified School District, Coconino County, City of Flagstaff, U.S. Forest Service and Coconino Community College. Northern Arizona University, the largest employer in the City, has a major economic impact annually. It is the home of over 31,000 students in 171 degree programs. In addition, NAU's year-round use of its campus facilities draws in tourists from throughout the world. Campus activities include a multitude of music, educational and athletic camps, as well as a broad variety of conferences from across the nation. We are monitoring the impacts the pandemic will have on our university and revenue related to this sector.

Tourism is also a large employment sector. Based on a 2017-2018 tourism study, the City sees over 5.5 million visitors a year, which is up nearly one million over the 2014-2015 study. Tourism is a year-round industry attracting skiers in the winter, vacationers in the summer and sightseers viewing the aspens turning gold in the fall. The lodging industry is one of the most impacted services during the current pandemic.

Transaction Privilege Taxes (Sales Taxes)

Transaction Privilege Taxes are often referred to as Sales Taxes. Sales taxes are the largest revenue resource for the City of Flagstaff's General Fund. The City currently has a combined sales tax rate of 2.281%, excluding a tax on food for home consumption (groceries). There is an additional 2% sales tax rate that

applies only to hotels, restaurants and bars. This is also known as bed, board and beverage or "BBB" tax. The City of Flagstaff collects four different sales taxes.

General Sales Tax

The first is a 1% tax on all general sales, except for food. This is a general-purpose tax that benefits the General Fund. The City of Flagstaff is the only city left in the State of Arizona that has a sunset clause on the general sales tax. At the November 2020 election, voters approved the continuation of the sales tax through June 30, 2035. Per Schedule 5 in the statistical section, the 1% general city sales tax receipts saw an increase of a 9.8% compared to the prior fiscal year based on the modified accrual method. The average increase over the past four years is 4.5%. Retail, the largest category for sales tax, saw a 10% increase in revenue. One third of this increase is due to the ability to collect sales tax on out of state purchases beginning in October 2019. We saw increases in construction contracting, use tax and utilities categories while all other categories had decreases. While the state is responsible for collections and auditing, the City is looking to enhance our local sales tax awareness by improving reporting and increased analysis on our local businesses. The City continues to follow its' practice to not allocate 100% of construction and auto sales related sales tax revenues to ongoing budgetary needs due to the potential of fluctuation in recessionary periods.

Bed, Board and Beverage Tax

Bed, Board and Beverage (BBB) tax collects an additional 2% for motel rooms/campgrounds, restaurants and bars. This revenue is restricted in use to certain economic development, arts, beautification, recreation or tourism activities. The BBB tax also has a sunset clause and is currently authorized until 2028. Tourism is a major industry to the City of Flagstaff's local economy. Per Schedule 5, this tax category saw a 10.1% decrease over the prior year based on the modified accrual method. The average increase over the past four years is 1.5%. The BBB tax was one of the hardest hit revenue categories due to the reliance on the tourism industry. Post pandemic we do expect to see a strong return to these revenues.

Transportation Tax

The Transportation Tax is a 1.281% sales tax on the same types of general sales; however, the tax is restricted in use to certain transportation projects. The six components of this tax include safety improvements, street improvements, 4th Street overpass, transit, road repair and street safety, and Butler/Route 66 overpass. Revenue trends are the same as the general sales tax. The transit component of the tax was approved by voters to extend for an additional ten years and will expire June 30, 2030. Voters approved the extension of the transportation tax for roadway, pedestrian, bicycle and safety improvements during the November 2018 election and is set to expire June 30, 2041. Voters approved a road repair and street safety tax which is set to expire December 31, 2034. Additionally, voters approved a tax increase to construct a railroad overpass to connect Route 66 to Butler Avenue which was effective July 1, 2019 and expires June 30, 2039.

Road Repair and Street Safety Tax

The Road Repair and Street Safety improvement tax is a 0.33% sales tax on the same types as the general sales tax. The proceeds from this tax are specifically dedicated to providing overdue maintenance including reconstructions on deteriorating City streets. This tax has a twenty-year life and the work program is anticipated to touch every City of Flagstaff owned street within the corporate boundary. Revenue trends are the same as the general sales tax.

State Shared Revenues

State shared revenues include a distribution of a portion of sales tax and income tax collected by the State. These distributions are made based on a city or town's relative share of population in comparison with all other cities and towns. The population estimates are based on annual population estimates provided by the US Census Bureau with the exception of census years.

State shared sales tax revenues have increased for the tenth year in a row. For FY 2019-2020 there was a 5.4% growth in these revenues. State income tax revenues increased 9.7% and is the first year they exceeded pre-recessionary revenues. The State continues to implement reductions in corporate income tax liabilities, which are expected to have a neutral impact on these revenues through increased economic development.

Highway user revenue (gas tax) funds (HURF) increased by 0.5%. These revenues were impacted greatly in the fourth quarter of FY 2019-2020 due to the pandemic. These revenues are distributed based on a complex Arizona Department of Transportation formula, based in part on the amount of fuel purchased in the region. This is a per gallon tax. The City benefits from lower gas prices and higher public consumption. The State has implemented revenues shifts 'off the top' to fund other public safety and motor vehicle department needs, however, the sweeps have been eliminated over the past four fiscal years.

Overall, these three state shared revenues grew by 5.2% in FY 2019-2020.

Property Taxes

Excluding new construction, total assessed valuations have increased 7.2% for tax year 2019, FY 2019-2020. With new construction, total assessed valuations increased 7.9% for the tax year. Cities are statutorily allowed to set a primary property tax rate that would allow for 2% annual growth in levy (revenue) plus the additional levy generated from new construction. When the City of Flagstaff does not take advantage of the statutorily allowed 2% annual increase, it does not lose the ability to take the increase in the future. For FY 2020-2021 the City of Flagstaff did not adopted a rate that increased our levy by 2% the allowable limit. We are currently at 2% below the maximum allowable levy.

Additional Information

The FY 2020-2021 budget was adopted based on pre-recessionary revenue growth. At the time, while revenue fluctuations continue in some areas, the City of Flagstaff continues to see an increase in General Fund budgeted revenue in FY 2020-2021 (excluding grants and miscellaneous revenue) by 2.1%, which reflects increases in local and state revenues. The City of Flagstaff increased its overall staffing count by 3.94 full-time equivalencies for the upcoming fiscal year. This is the sixth year the City has increased its position count since 2009, however authorized full-time equivalent staff level is 14.43 positions below 2009.

Flagstaff is a community that is striving in many areas including science and technology, education, real estate and development, arts and culture, tourism, outdoor activities, transportation and health. With strong student enrollment at Northern Arizona University, four new student housing developments opened in the last two years. There is currently one additional student housing project under construction. Development within the City continues to be very strong in every sector; residential, commercial, industrial, mixed use and subdivisions. There are ten subdivisions currently in various stages of development from preliminary plat review to construction. The City operates a municipal airport with two airlines providing service. One airline provides daily service to Phoenix and Dallas while the other airline provides daily service to Denver. The airport and airlines have been greatly impacted during the

pandemic. The City was fortunate to receive $18.1 million in federal funding which will be used to cover annual operating costs of the airport over the next three to four years.

Due to its strong and healthy local economy, the City of Flagstaff has maintained a general obligation bond credit rating of Aa2 from Moody's Investor Service since 2010 and a credit rating of AA from Standard and Poor's since 2010. In June 2020, the City maintained an AA- stable rating for our certificates of participation bonds from Standards and Poor and Fitch Rating Agency in relation to issuing pension financing. The ability to maintain this rating during an economic recession demonstrates the strength of the City's financial planning including the development of the economic recession plan.

Long-Term Financial Planning

The City's responsiveness to emerging economic challenges and its careful long-range planning have been key factors in the City of Flagstaff's fiscal health. The City of Flagstaff continues to plan in a five to ten year horizon as economic conditions change. Some of these financial plan elements are financial resource planning, multi-year budget planning, strategic capital improvement project planning, financial policy planning and economic recession planning, all of which are further identified below.

Financial Resource Planning
Strategic financial planning begins with determining the City of Flagstaff's fiscal capacity based upon long-term financial forecasts of recurring available revenues. Financial forecasts coupled with financial trend analysis help preserve the fiscal well-being of the City of Flagstaff. Strategic financial capacity planning is a critical element to reach long-term financial stability goals and to determine special financial needs for critical objectives of the City Council.

Multi-Year Budget Planning
Multi-year budget planning encompasses long-range operating expenditure plans (including the operating impacts of capital projects), which are linked to the community expectations and broad goals of the City Council. The multi-year approach provides a better opportunity for staff to change its financial paradigm from what do we need this year to how do we accomplish our service objectives over-time, given our financial capacity. While the City of Flagstaff is required to adopt an annual budget to meet State statutory requirements, the City of Flagstaff builds a financial plan for the next five years to help anticipate future impacts and ensure achievement of City objectives within limited or decreasing resources.

Strategic Capital Improvement Project Planning
City of Flagstaff Capital Improvement Projects are planned for five or more years and analyzed using City of Flagstaff specific prioritization criteria. The operating cost impacts of projects are also planned and considered in developing future operating budget plans. Projects with significant operating impacts are carefully timed to avoid contingent liabilities, which future operating resources cannot meet. Pay-as-you-go funding sources are also conservatively estimated to avoid over-committing to capital construction using revenues that are not certain. To the extent debt financing is used and/or required, capital project plans are sized to conform to existing debt management policies.

Financial Policy Planning
The City of Flagstaff financial policies dictate minimum fund balance levels, as a percentage of operating revenues, for the General, Special Revenue and Enterprise Funds. The General Fund is required to

maintain a fund balance of 15% of ongoing revenues and Special Revenue and Enterprise Funds are to maintain a 10% fund balance, as calculated against ongoing revenues. The City has made a commitment to maintain General Fund balance at 20%, exceeding policy, to position the City better in times of economic decline. City Council adopted a Water, Wastewater and Reclaimed Water policy that sets a goal of minimum fund balance at 25% and new rates were recently adopted to achieve this goal.

Economic Recession Planning

The City Budget Team began developing an Economic Recession Plan for the organization in the Fall of 2019. The purpose of the plan is to help understand the indicator and impacts a reduction in revenues will have on the various funds of the City as well as understanding the roles of unrestricted fund balance and contingencies have in economic planning. The plan further develops remedial action to be taken based on the amount of revenues being impacted. There are five stages of the plan, Alert/Minor, Moderate, Significant, Major and Crisis. The plan was adopted by Council in April 2020.

Higher Performing Government

During FY 2018-2019, staff introduced the concept of a Higher Performing Government to City Council. While we value that the City of Flagstaff is a high performer in many services we offer, this concept will help elevate the entire organization to perform at its highest levels.

In FY 2019-2020, the City implemented the first phase of our journey to a Higher Performing Government by approving a contract for Priority Based Budgeting. Priority Based Budgeting is a leading best practice in local governments and a powerful lever for change. ResourceX provides the software solution and powerful analytic tools to implement a Priority Based Budget using data and evidence to transparently and exponentially improve results for citizens and the community.

The underlying philosophy of priority-driven budgeting is about how a government entity should invest resources to meet its stated priorities. It helps us to better articulate why the services we offer exist, what is the price we pay for them, and, consequently, what value they offer citizens. The principles associated with this philosophy of budgeting are: to prioritize services, do the important things well, look at and evaluate past patterns of spending, spend within the organization's means, know the true cost of doing business, provide transparency of community priorities, provide transparency of service impacts and to be accountable for the results.

During multiple work sessions in the Fall of 2019, Council developed the Key Community Priorities for the City of Flagstaff and further defined how we achieve these priorities with a list of objectives for each priority. All City programs will be scored against these priorities and objectives to help determine how well the City programs align with the community's focus. The objectives were updated based on community surveys and input in the summer of 2020.

Key Community Priorities and Objectives

Below are the current Key Community Priorities and Objectives for the City of Flagstaff:

High Performing Governance

- Serve the public by providing high quality customer service
- Foster community-wide clear and consistent communication strategies and products

- Encourage public trust through transparency, accessibility and use of the City's public participation policy
- Enhance the organization's fiscal stability and increase efficiency and effectiveness
- Implement innovative local government programs, new ideas and best practices; be recognized as a model for others to follow
- Be an employer of choice through inclusive recruitment and by providing employees with the necessary tools, training, support and compensation

Safe and Healthy Community

- Enhance community engagement and strengthen relationships between the community and public safety services
- Support social services, community partners and housing opportunities
- Provide alternative responses, resources and programs, inclusive of mental health and other services
- Provide public safety services with resources, staff and training responsive to the community's needs
- Promote physical health through providing recreation opportunities, parks, open space and multiple transportation options
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices

Inclusive and Engaged Community

- Foster community pride and civic engagement by increasing opportunities for public involvement, in line with best practices and legal requirements
- Advance social equity and social justice in Flagstaff by supporting social services
- Facilitate and foster diversity and inclusivity, including support of anti-racist policies and practices
- Enhance community involvement, education and regional partnerships to strengthen the level of public trust
- Ensure City facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community
- Promote environmental justice and the fair distribution of environmental benefits

Sustainable, Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system
- Utilize existing long- range plan(s) that identify the community's future infrastructure needs and all associated costs
- Provide effective management of and infrastructure for all modes of transportation
- Facilitate and develop carbon-neutral energy opportunities
- Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not

Robust Resilient Economy

- Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities
- Maintain and enhance an equitable and effective business recruitment, retention, and expansion program throughout the community

- Enhance understanding between the development community, the City and Flagstaff residents
- Attract employers that provide high quality jobs and have a low impact on infrastructure and natural resources
- Enhance the community's workforce development programs and improve partnerships with higher education institutions and the private and public sectors
- Embrace and invest in responsible tourism opportunities to promote economic development

Livable Community

- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement
- Provide amenities and activities that support a healthy lifestyle
- Support regional partners which provide equitable and inclusive educational opportunities for Flagstaff residents of all ages
- Actively support attainable and affordable housing through City projects and opportunities with developers
- Support diverse employment opportunities that provide residents with a living wage
- Achieve a well-maintained community through comprehensive and equitable code compliance, and development that is compatible with community values

Environmental Stewardship

- Promote, protect and enhance a healthy, sustainable environment and its natural resources
- Engage community members through education and volunteer opportunities
- Implement sustainable building practices, enhance waste diversion programs, alternative energy programs and multi-modal transportation options
- Increase the private sector's participation in environmental stewardship efforts
- Implement, maintain and further the Climate Action and Adaptation Plan (CAAP) with awareness
- of social inequities
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, and social systems

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Flagstaff for its comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2019. This was the 26th consecutive year that the City has achieved this prestigious award. In order to receive a Certificate of Achievement, the City had to publish an easily readable and efficiently organized CAFR that satisfied both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. However, we believe that our current CAFR continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and are submitting it to the GFOA to determine its eligibility for another certificate.

The City also received the GFOA's Distinguished Budget Presentation Award for our fiscal year 2019-2020 annual budget (also 26 years in a row). To qualify for the Distinguished Budget Presentation Award, the

City's budget document had to be judged proficient as a policy document, a financial plan, an operations guide and a communications device.

In addition, in 2020, the City received the Achievement in Excellence in Procurement award for the ninth year in a row by the National Purchasing Institute. This award program is designed to recognize organizational excellence in public procurement measuring innovation, professionalism, productivity, e-procurement and leadership attributes.

The preparation of this report would not have been possible without the skill, effort and dedication of the entire staff of the Management Services Division. A special note of appreciation is given to Brandi Suda, Finance Director, Heidi Derryberry, Assistant Finance Director and the dedicated staff in Finance for their efforts to prepare this year's CAFR. The hard work of staff brings together a document that consistently receives recognition of its quality. We wish to thank all government divisions for their assistance in providing the data necessary to prepare this report. Credit also is due to the Mayor and Council for their support for maintaining the highest standards of professionalism in the management of the City of Flagstaff finances.

Respectfully submitted,



Rick Tadder
Management Services Director/City Treasurer

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

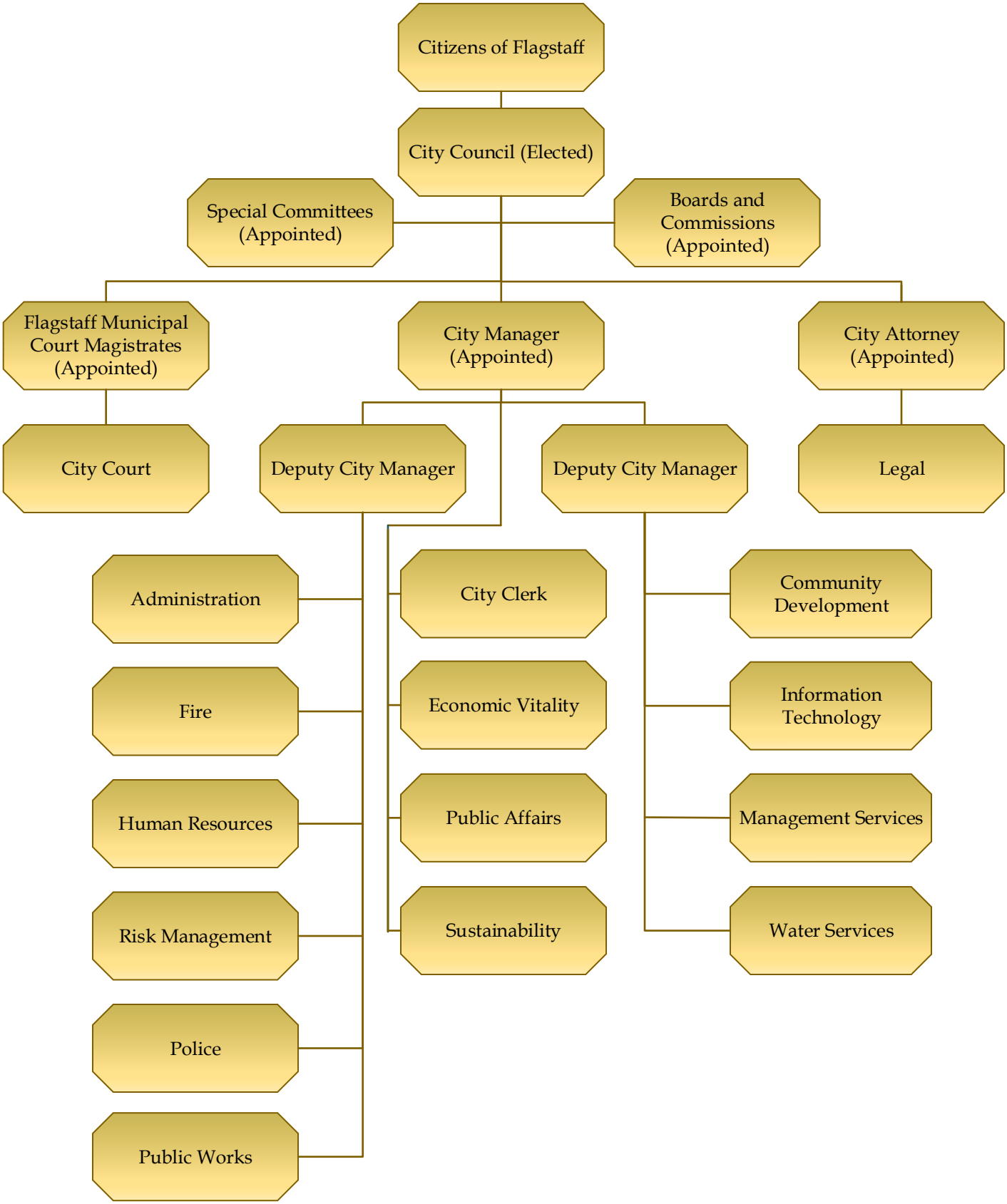
City of Flagstaff
Arizona

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019



Executive Director/CEO


Citizens of Flagstaff
City Council (Elected)
Special Committees (Appointed)
Boards and Commissions (Appointed)
Flagstaff Municipal Court Magistrates (Appointed)
City Manager (Appointed)
City Attorney (Appointed)
City Court
Deputy City Manager
Deputy City Manager
Legal
Administration
Fire
Human Resources
Risk Management
Police
Public Works
City Clerk
Economic Vitality
Public Affairs
Sustainability
Community Development
Information Technology
Management Services
Water Services

City of Flagstaff, Arizona
List of Elected and Appointed Officials
June 30, 2020

Elected Officials

Mayor ..... Coral Evans
Vice Mayor ..... Adam Shimoni
Councilmember ..... Austin Aslan
Councilmember ..... Jim McCarthy
Councilmember ..... Charlie Odegaard
Councilmember ..... Regina Salas
Councilmember ..... Jamie Whelan

Appointed Officials

City Manager ..... Greg Clifton
City Attorney ..... Sterling Solomon
City Treasurer ..... Rick Tadder
City Clerk ..... Stacy Saltzburg


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882



CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

The Honorable Mayor and Members of City Council
City of Flagstaff, Arizona
Flagstaff, Arizona

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Flagstaff, Arizona (City), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Flagstaff, Arizona as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof and the budgetary comparison schedules of the General Fund, Highway User Revenue Fund and Transportation Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information for the City's pension plans and other postemployment benefits (as listed in the table of contents) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements, supplementary information and the introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and the supplemental information (capital assets used in the operations of the government, budgetary comparison schedules for nonmajor governmental funds and the financial data submission schedules) are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2020, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
December 14, 2020


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

Management Discussion and Analysis

As management of the City of Flagstaff (the City), we offer readers of the City's Financial Statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2020. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages iii –xii of this report.

Financial Highlights

- The City's total net position at the close of the most recent fiscal year is $649.5 million.
- The government's total net position increased by $38.6 million during the fiscal year. This is a result of an increase in net position in the governmental activities of $28.2 million and an increase in net position in the business type activities of $10.4 million.
- As of June 30, 2020, the City's governmental funds reported combined ending fund balances of $139.9 million, an increase of $18.0 million in comparison to the prior fiscal year. Approximately 29.6% of this total amount ($41.4 million) is unassigned fund balance available for spending at the government's discretion.
- As of June 30, 2020, total unassigned fund balance for the general fund was $44.4 million, or 74.5% of total general fund expenditures ($59.6 million).
- As of June 30, 2020, the City's proprietary funds reported combined total net position of $368.8 million, and total unrestricted of $42.5 million. The largest unrestricted component of net position is in the Water and Wastewater Fund ($39.9 million).

Overview of The Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: (1) Government-wide Financial Statements, (2) Fund Financial Statements, and (3) Notes to the Financial Statements. This report also contains other Supplemental Information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The Government-wide Financial Statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all the City's assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources, which equal net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods such as revenues pertaining to uncollected taxes or expenses pertaining to earned but unused vacation leave.

Both Government-wide Financial Statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The sections are demonstrated in the table on the following page.

Governmental Activities		Business-type Activities
Beautification	Human Resources	Airport
Cemetery	Information Services	Environmental Services
City Attorney	Library	Housing Authority
City Council	Municipal Courts	Stormwater
City Manager	Parks	Wastewater
Community Development	Police	Water
Economic Development	Recreation	
Facilities Maintenance	Risk Management	
Financial Services	Streets and Transportation	
Fire	Tourism	
Fleet Management		

The Government-wide Financial Statements include not only the City itself (known as the primary government), but also the Municipal Facilities Corporation (MFC). The MFC, although legally separate, functions for all practical purposes as a division of the City, and therefore has been included as an integral part of the primary government as a blended component unit.

The Government-wide Financial Statements can be found on pages 17-19 of this report.

Fund Financial Statements

The Fund Financial Statements are designed to report information about groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the City can be divided into two categories: Governmental Funds and Proprietary Funds.

Governmental Funds

Governmental Funds are used to account for essentially the same functions reported as governmental activities in the Government-wide Financial Statements. However, unlike the Government-wide Financial Statements, Governmental Fund Financial Statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of Governmental Funds is narrower than that of the Government-wide Financial Statements, it is useful to compare the information presented for Governmental Funds with similar information presented for governmental activities in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances provide a reconciliation to facilitate this comparison between Governmental Funds and Governmental Activities.

The City maintains several individual governmental funds organized according to their type (Special Revenue, Capital Projects and Debt Service). Information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances for the General Fund, AZ Cares Public Safety Fund, Highway User Revenue Fund (HURF), Transportation Tax Fund and Capital Projects Bond Construction Fund, which are all considered major funds. Data from the remaining governmental funds are combined into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of Combining Statements on pages 99-103.

The City adopts an annual appropriated budget for its General Fund, Special Revenue Funds, Capital Projects Funds, Debt Service Funds and Enterprise Funds. A budgetary comparison statement has been

provided for the General and Special Revenue major governmental funds to demonstrate compliance with the respective budgets.

The basic Governmental Fund Financial Statements can be found on pages 20-30 of this report.

Proprietary Funds
Proprietary Funds are generally used to account for services for which the City charges customers – either outside customers, or divisions of the City. Proprietary Funds provide the same type of information shown in the Government-wide Financial Statements, only in more detail. The City maintains the following two types of proprietary funds:

- **Enterprise Funds** are used to report the same function presented as business-type activities in the Government-wide Financial Statements. The City uses Enterprise Funds to account for Water and Wastewater, Airport, Environmental Services, Stormwater and the Housing Authority. All are major funds of the City except for the Airport and Housing Authority Funds.
- **Internal Service Funds** are used to report activities that provide supplies and services for certain City programs and activities. The City uses an Internal Service Fund to account for its workers compensation, health insurance, other risk related activity, including claims adjustment, and general liability and property insurance. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the Government-wide Financial Statements. The Internal Service Fund is combined into a single, aggregated presentation in the Proprietary Fund Statements.

The Basic Proprietary Fund Financial Statements can be found on pages 31-38 of this report. The non-major Proprietary Fund Finance Statements are found on pages 105-108.

Notes to the Financial Statements
The Notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the Government-wide and Fund Financial Statements. The notes to the Financial Statements can be found on pages 39-86 of this report.

Combining Statements
The Combining Statements referred to earlier in connection with non-major governmental funds and proprietary funds are presented on pages 99-108.

Other Information
In addition to the Basic Financial Statements and accompanying Notes to the Financial Statement, this report also presents certain other Supplemental Information concerning the City's capital asset activity, budgetary comparison of other major and non-major governmental funds and financial data submission schedules. Other Supplemental Information can be found on pages 109-136 of this report.

Government-wide Statements Financial Analysis

Analysis of Net Position
As noted earlier, net position may serve as a useful indicator of a government's financial position. For the City, assets plus deferred outflows of resources exceeded liabilities plus deferred inflows of resources by $649.5 million as of June 30, 2020.

Of the City's Net Position, 92.7% reflects its investment of $602.1 million in capital assets (e.g. land, buildings and equipment), less any outstanding debt used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be liquidated for these liabilities.

Net Position
June 30, 2020 and 2019 (in thousands of dollars)

	Governmental Activities		Business-type Activities		Total	
	2019-2020	2018-2019	2019-2020	2018-2019	2019-2020	2018-2019
Current and other assets	$ 160,100	$ 140,894	$ 78,817	$ 74,327	$ 238,917	$ 215,221
Capital assets	349,247	328,561	366,873	364,254	716,120	692,815
Total assets	509,347	469,455	445,690	438,581	955,037	908,036
Total deferred outflows of resources	29,404	29,471	2,738	3,407	32,142	32,878
Long-term liabilities	222,051	212,672	68,735	74,013	290,786	286,685
Other liabilities	26,905	25,910	9,031	8,153	35,936	34,063
Total liabilities	248,956	238,582	77,766	82,166	326,722	320,748
Total deferred inflows of resources	8,530	7,254	2,446	2,047	10,976	9,301
Net investment in capital assets	275,765	262,524	326,374	320,225	602,139	582,749
Restricted	90,040	81,804	-	-	90,040	81,804
Unrestricted	(84,540)	(91,238)	41,842	37,550	(42,698)	(53,688)
Total net position	$ 281,265	$ 253,090	$ 368,216	$ 357,775	$ 649,481	$ 610,865

Total assets increased mainly due to the net change in capital assets, intergovernmental receivables and restricted cash and investments. Total liabilities increased primarily due to an increase in bonds, notes and lease payables and net pension obligation.

A portion of the City's net position, $90.0 million (13.9%), represents resources that are subject to external restriction on how they may be used. The unrestricted component of net position may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City can report positive balances in two of the three categories of net position for governmental activities, and in all three categories for business-type activities. Governmental activities are reporting a negative unrestricted net position due to the recording of the City's net pension and OPEB liability.

Current assets for governmental activities have increased by 13.6% ($19.2 million). The largest increase was in non-depreciable capital assets ($19.0 million) due to several large capital project currently in construction work in progress. Restricted cash and investments increased $6.7 million due to unspent bond proceeds and other deposits and intergovernmental receivable increased $7.2 million related to the AZ CARES public safety grant.

Deferred outflows of resources for the governmental activities have decreased $0.1 million and is mainly related to the pension/OPEB related deferred outflows.

Capital assets of the governmental activities, funded through operations, debt proceeds, grants and contributions increased by 6.3% ($20.7 million) due to several large capital outlays and capital contributions. Major capital outlays include the Fourth Street Bridge ($9.3 million), Road Repair and Street Safety projects ($7.4 million) and construction of the Municipal Court building ($12.0 million).

Governmental activities long-term liabilities increased by 4.4% ($9.4 million) mainly due to an increase in long-term debt (bonds, notes, leases) with the issuance $11.1 million of general obligation bonds and $3.8 million of certificates of participation, offset by regular scheduled debt service payments. In addition, there was an increase of $3.7 million in net pension liability. Other liabilities increased by 3.8% ($1.0 million) primarily due to an increase in deposits payable ($2.7 million) as well as accrued payroll ($.7 million) and construction retainage payable ($.8 million) offset by a decrease in accounts payable ($3.6 million).

Deferred inflows of resources for governmental activities increased $1.3 million related to pension/OPEB related deferred inflows.

Total assets for business-type activities have increased by 1.6% ($7.1 million) mainly due to an increase in cash and investments ($3.4 million), intergovernmental receivable ($2.2 million), and non-depreciable capital assets ($3.1 million).

Total liabilities for business-type activities decreased by 5.4% ($4.4 million). Major changes include a decrease in bonds, notes and leases payable ($4.7 million).

Overall, the business-type net position has increased by 2.9% ($10.4 million) due to a decrease of $6.1 million in net investment in capital assets and an increase in unrestricted net assets of $4.3 million. The changes are primarily in the Water and Wastewater Fund, and Stormwater Fund.

Analysis of Change in Net Position

The City's overall net position has increased by $38.6 million during the current fiscal year. These increases are explained in the governmental and business-type activities discussion to follow.

Changes in Net Position
For the Years Ended June 30, 2020 and 2019 (in thousands of dollars)

	Governmental Activities		Business-type Activities		Total	
	2019-2020	2018-2019	2019-2020	2018-2019	2019-2020	2018-2019
Revenues						
Program Revenues:						
Charges for services	$ 11,830	$ 11,238	$ 49,979	$ 46,503	$ 61,809	$ 57,741
Operating grants and contributions	15,851	7,685	6,827	5,360	22,678	13,045
Capital grants and contributions	11,978	10,024	6,001	4,523	17,979	14,547
General Revenues:						
Property taxes	14,101	13,542	-	-	14,101	13,542
Sales taxes	60,666	52,515	-	-	60,666	52,515
State shared taxes	20,664	19,400	-	-	20,664	19,400
Investment earnings	5,415	5,098	1,160	1,077	6,575	6,175
Other	672	723	198	124	870	847
Total revenues	141,177	120,225	64,165	57,587	205,342	177,812
Expenses						
General government	18,404	20,429	-	-	18,404	20,429
Public safety	44,263	42,342	-	-	44,263	42,342
Public works	2,131	1,982	-	-	2,131	1,982
Economic and physical development	11,020	10,295	-	-	11,020	10,295
Culture and recreation	15,632	14,138	-	-	15,632	14,138
Highways and streets	17,417	19,316	-	-	17,417	19,316
Interest on long-term debt	2,076	2,164	-	-	2,076	2,164
Water	-	-	18,421	16,153	18,421	16,153
Wastewater	-	-	9,552	10,471	9,552	10,471
Reclaimed	-	-	494	521	494	521
Environmental	-	-	12,644	12,534	12,644	12,534
Airport	-	-	5,553	4,833	5,553	4,833
Housing Authority	-	-	7,688	7,241	7,688	7,241
Stormwater	-	-	1,431	1,401	1,431	1,401
Total expenses	110,943	110,666	55,783	53,154	166,726	163,820
Increase in net position before transfers	30,234	9,559	8,382	4,433	38,616	13,992
Transfers	(2,059)	(2,155)	2,059	2,155	-	-
Change in net position	28,175	7,404	10,441	6,588	38,616	13,992
Net position at beginning of year	253,090	245,686	357,775	351,187	610,865	596,873
Net position at end of year	$ 281,265	$ 253,090	$ 368,216	$ 357,775	$ 649,481	$ 610,865

Governmental Activities

Governmental activities increased the City's net position by $28.2 million. The key factors for this increase are as follows:

- Revenues exceeded expenses by $30.2 million as compared to last year of $9.6 million.

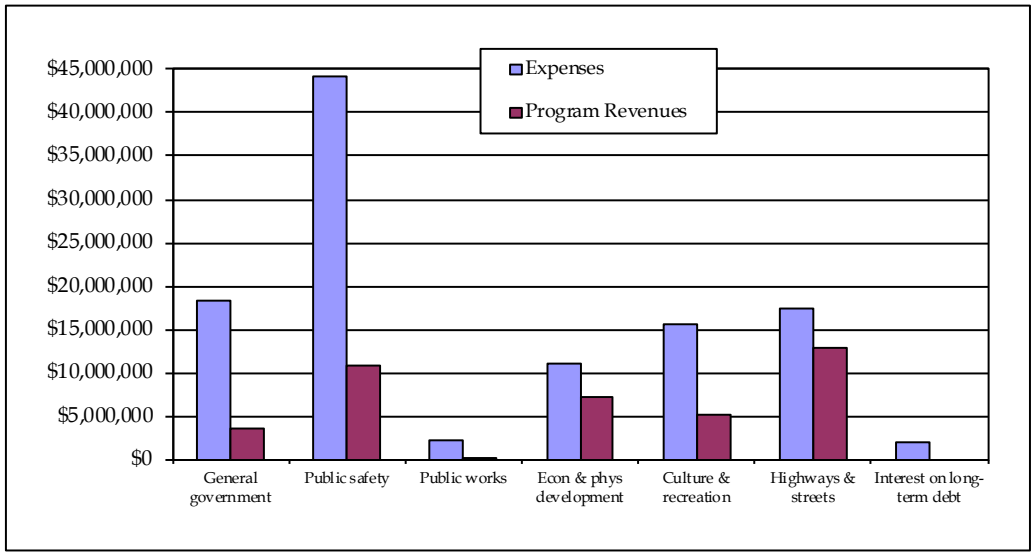
- Charges for services increased 5.3% ($591,000) related primarily to an increase in building permits.
- Operating grants and contributions increased 106.3% ($8.2 million) due primarily to new AZ Cares public safety grants.
- Capital grants and contributions increased 19.5% ($2.0 million) mainly due to an increase in HURF revenues as well as an increase in capital asset contributions as compared to the previous year.
- Property taxes increased 4.1% ($559,000) mainly due to an increase in City secondary property taxes levied for debt service.
- City sales tax revenues increased by 15.5% ($8.2 million) due to a new transportation tax for the Lone Tree Overpass project and an increase in the use tax rate. Comparing actual revenues to budgeted revenues the City missed estimates by $1.2 million. This was mainly due to declines in sales tax revenues related to hotel and restaurant and bar activities due to the pandemic at the end of the current fiscal year.
- State shared taxes had a 6.5% increase due mainly to increases in state urban revenue share (income taxes).
- Expenses have increased by $0.3 million (0.3%). The major increases were in public safety ($1.9 million), culture and recreation ($1.5 million), economic and physical development ($0.7 million) and public works ($0.15 million). The decreases were in general government for $2.0 million, highways and streets ($1.9 million) and interest and long-term debt ($0.1 million).

Business-type Activities

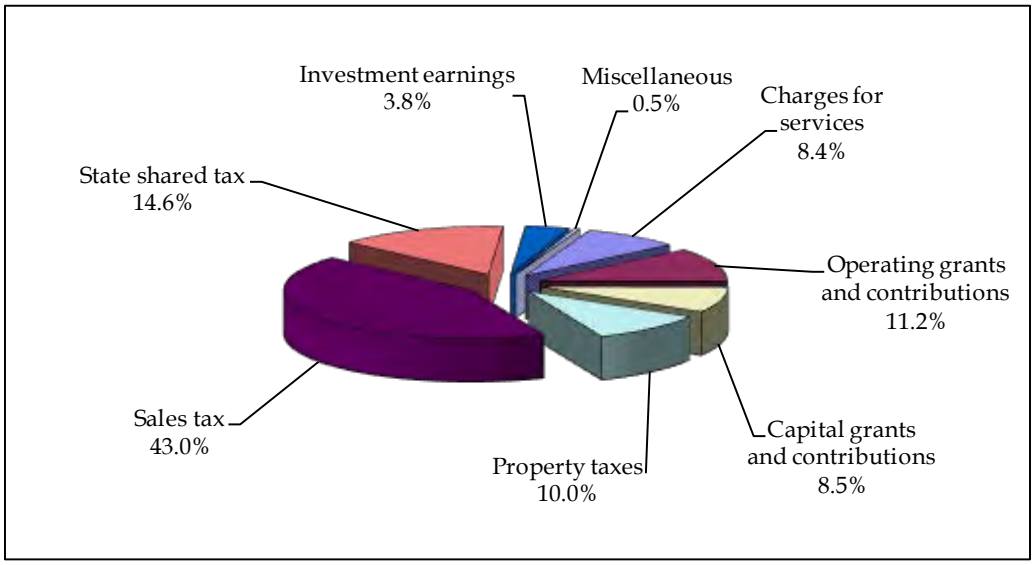
Business-type activities had a net position increase of $10.4 million. The key factors for this increase include:

- Charges for service have increased by 7.5% ($3.5 million). Funds with increases were Water ($1.3 million), Wastewater and Reclaimed ($0.3 million), Environmental Services ($189,000), Housing Authority ($195,000) and Stormwater ($1.7 million).
- Operating grants and contributions have increased by 27.4% ($1.5 million) due to the new Airport Cares operating grant.
- Capital grants and contributions have increased by 32.7% ($1.5 million) due to an increase in utility capacity fees and developer contributed capital.
- Expenses have increased over the prior year by 4.9 % ($2.6 million). There were increases in the Water and Wastewater Fund ($1.3 million), Airport ($0.7 million) and Housing Authority Fund ($0.4 million).

Expenses and Program Revenues by Function – Governmental Activities



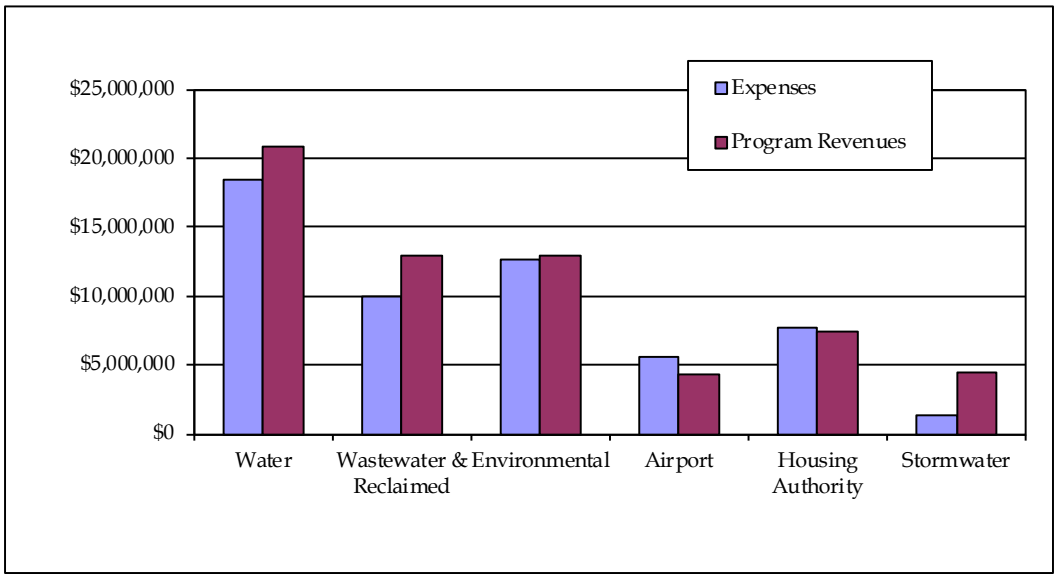
Revenues by Source – Governmental Activities



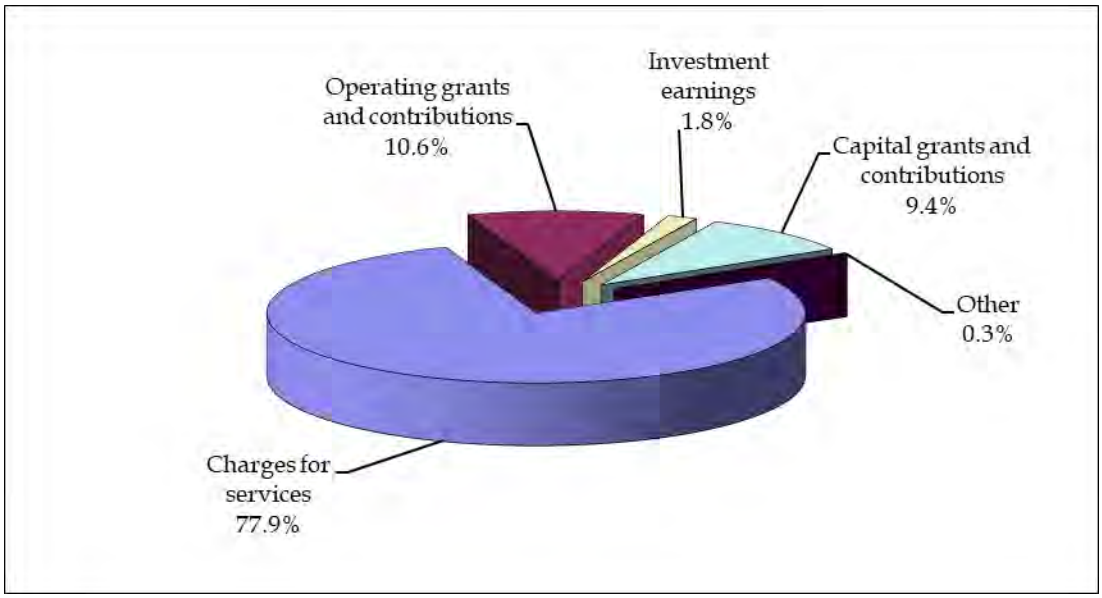
As shown, Public Safety is the largest function as measured by expense ($44.3 million, 39.9%) followed by General Government ($18.4 million, 16.6%) and Highways and Streets ($17.4 million, 15.7%).

General revenues such as sales taxes, state shared taxes and property taxes are not shown by program but are effectively used to support program activities Citywide. For governmental activities overall, without regard to program, sales tax is the largest single source of funds ($60.7 million, 43.0%), followed by state shared tax ($20.7 million, 14.6%) and operating grants and contributions ($15.9 million, 11.2%). The top three revenues make up 68.8% of total revenues compared to last year's top three of 71.1%. The top three revenues last year were sales tax, state shared tax and property tax.

Expenses and Program Revenues by Functions – Business-type Activities



Revenues by Source – Business-type Activities



As shown, Water has expenses of $18.4 million for the fiscal year, followed by Environmental Services with $12.6 million, Wastewater with $9.6 million, Housing Authority with $7.7 million, Airport with $5.6 million, Stormwater with $1.4 million and Reclaimed with $494,000. For the fiscal year, program revenue exceeded expenses for the Water, Wastewater and Reclaimed Fund, Environmental Services and Stormwater Fund. The Airport Fund and Housing Authority program expenses exceeded revenue mainly due to depreciation and amortization. Water, Wastewater and Reclaimed, Environmental Services, Stormwater and Airport Funds received most of their program revenues through charges for services (84.0%, 88.1%, 99.8%, 98.4%, and 38.1% respectively). The Housing Authority Fund receives most of its program revenue through operating grants and contributions (69.7%). Charges for services provided the largest share of revenues (77.9%) for all the business-type activities, followed by operating grants (10.6%) and capital grants and contributions (9.4%).

The expenses for the business-type activities increased (4.9%, $2.6 million). There were increases in Water (14.0%, $2.3 million), Environmental Services (0.9%, 110,000), Housing Authority (6.2%, $447,000) and Airport (14.9%, $720,000), offset by decreases in Wastewater (8.6%, $0.9 million).

The water, wastewater and garbage collection user fees rate were increased on January 1, 2020, and Stormwater user fees were increased on July 1, 2019. Water, Wastewater and Reclaimed, Airport, Stormwater and Housing Authority Funds increased charges for service revenue at 7.8%, 2.3%, 1.5%, 62.1% and 9.6%, respectively. Airport charges for service revenues decreased by 5.7% over the prior year.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's Governmental Funds is to provide information on near-term inflows, outflows and balances of resources that are available for spending. Such information is useful in assessing the City's financing requirements. Unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. Types of Governmental Funds reported by the City include the General Fund, Special Revenue Funds, Capital Project Funds and Debt Service Funds.

At the end of the fiscal year, the City's Governmental Funds reported combined ending fund balances of $139.9 million, an increase of $18.0 million in comparison to the prior year. Approximately $41.4 million

of the total ending fund balance constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance is (1) nonspendable ($916,700) for inventory and perpetual care, (2) restricted ($89.4 million) for special revenue funds, debt service, development fee projects, court improvements and operations, grant purposes, perpetual care and capital projects, and (3) assigned ($8.2 million) for court services, capital reserves, parking district and real estate.

Revenues for governmental functions overall totaled $138.8 million in the fiscal year ended June 30, 2020 which represents an increase of 16.4% or $19.6 million from the prior fiscal year. Several revenue categories show increases over prior year including intergovernmental, charges for services, fines and forfeitures and investment earnings. These increases include taxes (13.3%, $8.8 million), intergovernmental (6.0%, $1.4 million), grants and entitlements (68.8%, $7.9 million), licenses and permits (53.8%, $1.8 million), investment earnings (6.4%, $325,000) and contributions (163.9%, $750,000). The increase in taxes is due to steady growth in our local economy, a new transportation tax and increase in the use tax rate. The increase in grants and entitlements is mainly due to the new AZ Cares public safety personnel grant. The major decreases in revenue categories include charges for services (17.9%, $907,000), fines and forfeitures (14.0%, $199,000), rents (1.1%, $17,000) and miscellaneous (30.3%, $216,000).

Expenditures for governmental functions ($137.7 million) increased by 17.1% ($20.1 million) from the prior fiscal year. Most of the increase in expenditures is related to capital outlay expenditures (166.1%, $22.2 million) and public safety (8.6%, $3.1 million). Debt service expenditures decreased 12.0%. Operating expenditures also decreased (0.5%, $469,000) which is related to decreases in general government, and highways and streets, partially offset by an increase in public safety, public works, economic and physical development, and culture and recreation.

In the fiscal year ended June 30, 2020 revenues exceeded governmental functions by approximately $1.1 million.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the unassigned fund balance of the General Fund was $44.4 million. As a measure of liquidity, it may be useful to compare total unassigned fund balance and total fund balance to total fund expenditures. The unassigned fund balance represents 74.5% of General Fund expenditures.

The total fund balance in the City's General Fund increased by $13.0 million during the fiscal year as revenue increased 8.0% and expenditures decreased 4.8%. Overall, the General Fund's performance resulted in revenues in excess of expenditures in the fiscal year ended June 30, 2020 of $11.1 million. This is an increase of approximately $8.3 million over the comparable figure from the prior year which resulted in revenue in excess of expenditures of $2.8 million.

AZ Cares public safety fund is new in the current fiscal year and accounts for the revenue and expenditures for the AZ Cares grant that the City received. This fund has no fund balance and was not budgeted for as part of the FY 2019-2020 budget.

HURF Fund balance increased by $1.2 million or 15.2%. Revenues increased $261,000 or 3.0% due mainly to increase in permits. Expenditures increased $4.6 million or 39.9% due to various street improvements and capital projects including the Fourth Street bridge replacement.

Transportation Fund balances decreased by $0.3 million. Revenues increased $7.3 million due to a new transportation tax for the Lone Tree Overpass project. Expenditures increased $5.3 million due to the timing of capital expenditures. Other financing sources and uses increased $6.4 million.

Capital Projects Bond Construction Fund balance increased by $3.9 million. This fund has minimal revenues. The major source of funds was the debt issuance for the Courthouse project. Expenditures increased $8.1 million or 144% due to the construction of the Courthouse project.

Proprietary Funds

The City's Proprietary Funds provide the same type of information found in the Government-wide Financial Statements, but in more detail. At the end of the fiscal year, the unrestricted component of net position had positive balances for Water and Wastewater, Environmental Services and Stormwater. The Internal Service Fund, which is used to account for risk management and health insurance activities, had an unrestricted net position of $4.0 million.

Revenues and transfers exceeded expenses and transfers out in the proprietary funds by $10.4 million for the fiscal year ended June 30, 2020. Water and Wastewater, Environmental Services and Stormwater had growth in their net position for the fiscal year ended June 30, 2020. The Airport fund decrease of $1.0 million was due to depreciation and amortization exceeding grant and other funding for capital replacements. The major part of the overall increase was related to capital contributions related to grants and external sources ($7.9 million).

Budget Highlights

The City's final budget matches the original budget which was approved by Council in June 2019. The City looks at the budget to actual at the division level and no division exceeded its appropriation. There was one revenue transfer that was greater than budgeted from the General Fund to the Environmental Services by $10,000 related to climate action related costs. These transfers were noted and included in the budget documentation during the FY 2019-2020 budget process and adoption.

The General Fund was 1.5% ($1.0 million) under the final budgeted total revenues primarily due to taxes, grants and entitlements and charges of services being under budget by $0.4 million, $3.3 million and $0.3 million, respectively offset by intergovernmental ($0.7 million) and licenses and permits ($2.2 million). Licenses and permits exceeded budget due to conservative budget estimates and several large housing and senior living construction projects in FY 2019-2020. Grants and entitlements were under budget mainly due to the City not receiving several larger grants for Fire and Police and not receiving grants at budget.

Expenditures are under budget in all divisions due to controlled spending and carryover of some capital projects. The divisions that are under budget by larger amounts are related to capital purchases or projects budgeted but not completed. Both transfers in and transfers out are less than budget as many transfers are based on the actual year end expenditure, except for the transfer noted above.

Capital Assets and Debt Administration

Capital Assets

The City's capital assets (net of accumulated depreciation) for its governmental and business-type activities as of June 30, 2020 amount to $716.1 million. Capital assets include land, buildings, infrastructure, improvements, machinery and equipment, and construction in progress. The total net increase in the City's capital assets for the current year was 3.4% ($23.3 million). The following table reflects the capital assets at the end of the fiscal year.

Capital Assets, Net of Depreciation
June 30, 2020 and 2019 (in thousands of dollars)

	Governmental Activities		Business-Type Activities		Total	
	2019-2020	2018-2019	2019-2020	2018-2019	2019-2020	2018-2019
Land and other non-depreciable assets	$ 67,846	$ 67,086	$ 15,387	$ 14,891	$ 83,233	$ 81,977
Buildings	74,425	76,354	44,722	46,957	119,147	123,311
Improvements	5,787	5,104	259,377	258,824	265,164	263,928
Machinery and equipment	11,079	9,908	21,498	20,253	32,577	30,161
Infrastructure	157,785	156,039	-	-	157,785	156,039
Construction in progress	32,325	14,070	25,889	23,329	58,214	37,399
Total	$ 349,247	$ 328,561	$ 366,873	$ 364,254	$ 716,120	$ 692,815

Construction-in-progress had a net increase of 55.7% ($20.8 million). Major completed construction-in-progress includes the completion of the westside interceptor ($1.7 million), Lone Tree transmission line ($1.4 million), J Lively improvements ($1.2 million) and Lockett Road improvements ($3.7 million). Major construction in progress at June 30 includes Rio de Flag flood control project ($19.2 million), Court Facility ($14.1 million), Fourth Street bridge ($9.4 million) and Red Gap pipeline ($2.3 million). The decrease to buildings ($4.1 million) is related to depreciation offset by several additions including Buffalo Park restrooms ($368,000). The increase in improvements ($1.2 million) is related mainly to developer contributed capital less depreciation expense. Machinery and equipment increased by $2.4 million mainly due to numerous vehicle and heavy equipment purchases. Major additions include 32 vehicles and heavy equipment replacements. Infrastructure increase ($1.7 million) is related mainly to mill and overlay ($4.8 million) and developer contributed infrastructure ($2.0 million).

For Government-wide Financial Statement presentation, all depreciable capital assets are depreciated from acquisition date to the end of the current fiscal year. Fund Financial Statements record capital asset purchases as expenditures. Please refer to Note III C on pages 54-55 of the Notes to the Financial Statements for further information regarding capital assets.

Long Term Debt

At the end of the current fiscal year, the City had total long-term debt outstanding of $110.3 million. Of this amount, $46.0 million is general obligation bonds backed by the full faith and credit of the City, $45.9 million is revenue bonds, $7.6 million is for certificates of participation, and $10.8 million are outstanding leases or loans for the Airport, water and wastewater, and City-wide energy conservation improvements.

Outstanding Debt
June 30, 2020 and 2019 (in thousands of dollars)

	Governmental Activities		Business-type Activities		Total	
	2019-2020	2018-2019	2019-2020	2018-2019	2019-2020	2018-2019
General obligation debt	$ 44,893	$ 39,414	$ 1,092	$ 1,166	$ 45,985	$ 40,580
Revenue bonds	21,180	24,250	24,750	25,707	45,930	49,957
Other debt	3,845	575	3,795	3,880	7,640	4,455
Lease/Loans	1,363	1,594	9,431	12,998	10,794	14,592
Total debt payable	$ 71,281	$ 65,833	$ 39,068	$ 43,751	$ 110,349	$ 109,584

During FY 2019-2020, the City's total debt increased by a net $0.8 million. The City issued $11.1 million in general obligation bonds and $3.9 million of certificates of participation for the Courthouse. All remaining debt decreases are due to annual scheduled debt service payments.

The State constitution imposes certain debt limitations on the City of six percent (6%) and twenty percent (20%) of the outstanding assessed valuation of the City. The City's available debt margin at June 30, 2020 is $55.5 million in the 6% category and $139.2 million in the 20% capacity. The allowable debt increased from prior year due to higher assessed valuations and decreasing debt balances. Additional information on the Debt Limitations and Capacities may be found in Schedule 16 in the Statistical Section of this report.

During the year, the City maintained the following bond ratings:

	Moody's Investors Service	Standard & Poor's
General Obligation	Aa2	AA
Revenue Bonds	n/a	AA-

Additional information on the City's long-term debt can be found in Section III F on pages 58-67 of the Notes to the Financial Statements.

Economic Factors and Next Year's Budget and Rates

The Fiscal Year 2020-2021 budget preparation was influenced by the following factors:

- The City's General Fund budget was approved with no structural deficit in ongoing expenditures exceeding ongoing revenues.
- Unrestricted fund balance in the General Fund continues to be above the fiscal policy of 15% of operating revenues. It is currently projected to be 22%. General sales tax revenues were under budget by $0.4 million in FY 2019-2020 and are expected to be down 3% in FY 2020-2021.
- Building permits exceeded budget in fiscal year 2019-2020 by $2.2 million. However, we remain conservative in our projections for FY 2020-2021 as we rely on these types of revenues as a one-time impact rather than an ongoing source of funding.
- The focus of the FY 2020-2021 budget was the City's key community priorities related to high performing governance, safe and health community, inclusive and engaged community, sustainable, innovative infrastructure, robust resilient economy, livable community and environmental stewardship.
    - The FY 2020-2021 budget includes a COLA pay increase, new positions related to capacity needs, infrastructure and economic development funding and services to support the most vulnerable.
    - Some of the larger items are $41.4 million for transportation improvements, $7.8 million for Courthouse construction and $28.0 million programmed for water and wastewater capital equipment and improvements.
- The total authorized positions increased by four positions.
- Public Safety pension (PSPRS) funding continues to be a major funding issue and the City chose to finance the unfunded net pension liability with certificates of participation debt.
- The City continues to monitor the State legislature to be aware of potential budget impacts on cities.
- Property assessments continue to increase at a slow, steady rate. Primary assessed values increased by an average of 6.6%. The City increased the primary property tax revenue by approximately $60,000 in FY 2020-2021. The secondary property tax rates decreased to match the required debt service payments.
- The City continues to pursue federal and state grant dollars to enhance the local economy.
- The City continues implementation of the electronic information sharing technology to facilitate transparency in service provision.
- The City will continue to work on the Flagstaff Watershed Protection Program which was approved by voters.

Requests for Information

The Financial Report is designed to provide a general overview of the City's finances for all of those with an interest in the government's finances. If you have questions about this report or need additional financial information, contact:

City of Flagstaff
Finance Section
211 West Aspen Avenue
Flagstaff, AZ 86001

Main (928) 213-2000
Arizona Relay 7-1-1

City of Flagstaff, Arizona
Statement of Net Position
June 30, 2020

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Cash, investments and equivalents	$ 109,807,689	$ 58,770,890	$ 168,578,579
Accounts receivable, net	15,332,235	5,850,700	21,182,935
Interest receivable	264,153	142,767	406,920
Intergovernmental receivable	9,563,100	2,391,736	11,954,836
Note receivable	285,800	-	285,800
Internal balance	2,562,418	(2,562,418)	-
Deposits	-	8,763	8,763
Inventory	318,478	-	318,478
Prepaid items	-	66,751	66,751
Restricted cash and investments	20,645,138	14,147,816	34,792,954
Net OPEB asset	1,320,973	-	1,320,973
Capital assets, non-depreciable	100,170,250	41,276,311	141,446,561
Capital assets, depreciable, net	249,076,796	325,596,890	574,673,686
Total assets	509,347,030	445,690,206	955,037,236
Deferred Outflows of Resources			
Deferred outflows related to pensions/OPEB	29,233,167	2,470,483	31,703,650
Deferred charge on debt refundings	170,671	267,317	437,988
Total deferred outflows of resources	29,403,838	2,737,800	32,141,638
Liabilities			
Accounts payable	5,715,171	2,656,543	8,371,714
Accrued payroll	2,503,610	514,033	3,017,643
Construction retainage payable	941,571	147,442	1,089,013
Interest payable	1,674,054	469,310	2,143,364
Advanced revenue	501,851	804,731	1,306,582
Deposits payable	3,723,656	1,229,638	4,953,294
Noncurrent liabilities:			
Due within one year:			
Compensated absences	2,036,451	399,054	2,435,505
Claims and judgements	2,493	-	2,493
Bonds, notes and leases payable, net	9,806,417	2,810,571	12,616,988
Due in more than one year:			
Compensated absences	2,635,187	444,384	3,079,571
Claims and judgements	241,898	-	241,898
Landfill closure and post-closure care costs	-	15,421,003	15,421,003
Net OPEB liability	6,507,531	1,542,349	8,049,880
Net pension liability	144,730,007	15,108,720	159,838,727
Bonds, notes and leases payable, net	67,936,210	36,218,420	104,154,630
Total liabilities	248,956,107	77,766,198	326,722,305
Deferred Inflows of Resources			
Deferred inflows related to pensions/OPEB	8,529,543	2,445,888	10,975,431
Net Position			
Net investment in capital assets	275,765,434	326,373,816	602,139,250
Restricted for:			
Capital projects	57,444,103	-	57,444,103
Debt service	7,876,090	-	7,876,090
Specific programming	24,367,138	-	24,367,138
Perpetual care:			
Expendable	40,340	-	40,340
Nonexpendable	312,463	-	312,463
Unrestricted:	(84,540,350)	41,842,104	(42,698,246)
Total Net Position	$ 281,265,218	$ 368,215,920	$ 649,481,138

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
Statement of Activities
Year Ended June 30, 2020

			Program Revenues		
	Expenses	Indirect Expense Allocation	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary Government					
Governmental activities:					
General government	$ 18,404,198	$ 1,269,168	$ 2,418,517	$ 1,237,695	$ -
Public safety	44,262,923	-	665,670	9,579,149	517,354
Public works	2,130,869	183,139	1,198	463	-
Economic and physical development	11,019,964	510,510	6,152,909	1,149,826	-
Culture and recreation	15,631,659	(477,681)	1,264,523	3,799,170	-
Highways and streets	17,417,183	(1,485,136)	1,326,992	85,090	11,460,555
Interest on long-term debt	2,076,671	-	-	-	-
Total governmental activities	110,943,467	-	11,829,809	15,851,393	11,977,909
Business-type activities:					
Water	18,421,251		17,480,478	741	3,327,717
Wastewater and reclaimed	10,045,850		11,388,928	4,452	1,531,377
Environmental	12,643,566		12,863,428	21,403	-
Airport	5,553,096		1,641,859	1,589,656	1,080,590
Housing authority	7,687,704		2,220,494	5,175,961	26,246
Stormwater	1,431,353		4,383,791	34,785	34,831
Total business-type activities	55,782,820		49,978,978	6,826,998	6,000,761
Total Primary Government	$ 166,726,287		$ 61,808,787	$ 22,678,391	$ 17,978,670

General revenues:
Property tax, levied for general purposes
Property tax, levied for debt service
Sales taxes
State shared taxes - unrestricted
Investment earnings
Miscellaneous
Principal contributions to permanent fund
Gain on the disposal of capital assets
Transfers in (out)
Total general revenues, contributions and transfers
Change in net position
Net position - beginning
Net position - ending

The notes to the financial statements are an integral part of this statement

Net (Expenses) Revenues and Changes in Net Position		
Primary Government		
Governmental Activities	Business-type Activities	Total
$ (16,017,154)	$ -	$ (16,017,154)
(33,500,750)	-	(33,500,750)
(2,312,347)	-	(2,312,347)
(4,227,739)	-	(4,227,739)
(10,090,285)	-	(10,090,285)
(3,059,410)	-	(3,059,410)
(2,076,671)	-	(2,076,671)
(71,284,356)	-	(71,284,356)
-	2,387,685	2,387,685
-	2,878,907	2,878,907
-	241,265	241,265
-	(1,240,991)	(1,240,991)
-	(265,003)	(265,003)
-	3,022,054	3,022,054
-	7,023,917	7,023,917
$ (71,284,356)	$ 7,023,917	$ (64,260,439)
6,865,160	-	6,865,160
7,235,559	-	7,235,559
60,666,358	-	60,666,358
20,664,280	-	20,664,280
5,415,354	1,159,898	6,575,252
578,352	197,825	776,177
17,590	-	17,590
76,017	-	76,017
(2,059,465)	2,059,465	-
99,459,205	3,417,188	102,876,393
28,174,849	10,441,105	38,615,954
253,090,369	357,774,815	610,865,184
$ 281,265,218	$ 368,215,920	$ 649,481,138

City of Flagstaff, Arizona
Balance Sheet
Governmental Funds
June 30, 2020

	General Fund	AZ CARES Public Safety Fund	Highway User Revenue Fund
Assets			
Cash and investments	$ 42,123,300	$ 191	$ 9,502,944
Accounts receivable, net	7,480,646	-	639,506
Interest receivable	90,521	-	7,982
Intergovernmental receivable	722,162	6,680,809	-
Notes receivable	-	-	-
Interfund receivable	10,970,745	-	-
Inventory	252,089	-	-
Restricted cash and investments	-	-	-
Total assets	$ 61,639,463	$ 6,681,000	$ 10,150,432
Liabilities, Deferred Inflows and Fund Balance			
Liabilities:			
Accounts payable	$ 2,297,459	$ -	$ 446,277
Accrued payroll and compensated absences	2,191,553	-	73,876
Construction retainable payable	-	-	224,232
Interfund payable	8,959	6,681,000	-
Advanced revenue	445,700	-	-
Guaranty and other deposits	3,723,172	-	-
Total liabilities	8,666,843	6,681,000	744,385
Deferred inflows of resources:			
Unavailable revenue - court fines	55,613	-	-
Unavailable revenue - property taxes	231,967	-	-
Unavailable revenue - notes receivable	-	-	-
Total deferred inflows of resources	287,580	-	-
Fund balance:			
Nonspendable	252,089	-	-
Restricted	3,109,659	-	9,406,047
Assigned	4,936,669	-	-
Unassigned (deficit)	44,386,623	-	-
Total fund balance	52,685,040	-	9,406,047
Total liabilities, deferred inflows and fund balance	$ 61,639,463	$ 6,681,000	$ 10,150,432

The notes to the financial statements are an integral part of this statement

Transportation Tax Fund	Capital Projects Bond Construction	Nonmajor Governmental Funds	Total Governmental Funds
$ 37,875,925	$ 690	$ 15,983,471	$ 105,486,521
5,409,747	-	1,715,229	15,245,128
106,176	1,208	51,327	257,214
859,297	1,000,000	300,832	9,563,100
-	-	285,800	285,800
-	-	-	10,970,745
-	-	66,389	318,478
3,385,662	8,607,512	8,651,964	20,645,138
$ 47,636,807	$ 9,609,410	$ 27,055,012	$ 162,772,124
$ 774,608	$ 1,554,777	$ 521,336	$ 5,594,457
-	22,221	215,960	2,503,610
119,590	597,749	-	941,571
-	2,222,000	118,000	9,029,959
-	-	55,105	500,805
484	-	-	3,723,656
894,682	4,396,747	910,401	22,294,058
-	-	-	55,613
-	-	-	231,967
-	-	327,652	327,652
-	-	327,652	615,232
-	-	664,652	916,741
46,742,125	8,225,944	21,917,136	89,400,911
-	-	3,235,171	8,171,840
-	(3,013,281)	-	41,373,342
46,742,125	5,212,663	25,816,959	139,862,834
$ 47,636,807	$ 9,609,410	$ 27,055,012	$ 162,772,124


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

City of Flagstaff
Reconciliation of the Balance Sheet
to the Statement of Net Position
Governmental Activities
June 30, 2020

Fund balances - total governmental funds balance sheet		$ 139,862,834
Amounts reported for governmental activities in the statements of net position are different because:		
Capital assets and other long-term assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.		
Net OPEB asset	$ 1,320,973	
Governmental capital assets	617,763,951	
Less: accumulated depreciation	(268,516,905)	350,568,019
Deferred outflows and inflows of resources related to pensions and deferred charges on debt refundings are applicable to future reporting periods and, therefore, are not reported in the governmental funds.		
Deferred outflows related to pensions/OPEB	29,233,167	
Deferred outflows related to debt refunding	170,671	
Deferred inflows related to pensions/OPEB	(8,529,543)	20,874,295
For purposes of measuring the net pension liability, the long-term liabilities are not due and payable in the current period and, therefore, are not reported as a liability in the governmental funds.		
ASRS pension benefits	(31,462,112)	
PSPRS pension benefits	(111,860,602)	
EORP pension benefits	(1,407,293)	(144,730,007)
Long-term liabilities, including bonds payable are not due and payable in the current period and therefore are not reported in the governmental funds.		
Governmental bond and lease payable	(71,281,158)	
Governmental interest payable	(1,674,054)	
Bond discount	118,504	
Bond premium	(6,579,973)	
Other postemployment benefits	(6,507,531)	
Compensated absences	(4,671,638)	(90,595,850)
Certain revenues are not available to pay for current period expenditures and, therefore, are unavailable in the governmental funds.		
Promissory note and accounts receivable	327,652	
Fines and forfeitures	55,613	
Property tax	231,967	615,232
The internal service fund is used by management to charge the cost of self insurance programs to individual funds.		
The assets and liabilities of the internal service fund that are reported with governmental activities.		4,670,695
Net position of governmental activities - statement of net position		$ 281,265,218

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2020

	General Fund	AZ CARES Public Safety Fund	Highway User Revenue Fund
Revenues:			
Taxes	$ 31,841,128	$ -	$ -
Intergovernmental	21,873,456	-	-
Grants and entitlements	1,945,487	6,680,809	8,589,536
Charges for services	2,934,067	-	-
Licenses and permits	4,937,026	-	196,180
Fines and forfeitures	1,217,311	-	-
Rents	1,108,741	-	-
Investment earnings	4,147,386	-	84,573
Contributions	468,838	-	35,736
Miscellaneous	215,407	-	49,866
Total revenues	70,688,847	6,680,809	8,955,891
Expenditures:			
Current:			
General government	11,902,131	-	-
Public safety	32,244,420	6,680,809	-
Public works	1,471,491	-	-
Economic and physical development	5,124,483	-	-
Culture and recreation	6,717,496	-	-
Highways and streets	22,679	-	6,694,485
Debt service:			
Principal retirement	177,789	-	534,425
Interest and other charges	25,406	-	12,083
Capital outlay	1,914,118	-	8,778,548
Total expenditures	59,600,013	6,680,809	16,019,541
Excess (deficiency) of revenues over expenditures	11,088,834	-	(7,063,650)
Other Financing Sources (Uses):			
Bond premium	-	-	-
Sale of capital assets	307,013	-	-
Issuance of capital debt	360,373	-	-
Transfers in	3,702,539	-	8,320,038
Transfers out	(2,426,040)	-	(13,000)
Total other financing sources (uses)	1,943,885	-	8,307,038
Net change in fund balances	13,032,719	-	1,243,388
Fund balances, beginning of year	39,652,321	-	8,162,659
Fund balances, end of year	$ 52,685,040	$ -	$ 9,406,047

The notes to the financial statements are an integral part of this statement

Transportation Tax Fund	Capital Projects Bond Construction	Nonmajor Governmental Funds	Total Governmental Funds
$ 27,719,686	$ -	$ 15,226,960	$ 74,787,774
-	-	3,721,855	25,595,311
-	1,000,000	1,179,618	19,395,450
-	-	1,233,952	4,168,019
-	-	2,405	5,135,611
-	-	-	1,217,311
-	-	365,890	1,474,631
709,730	89,904	330,715	5,362,308
642,456	-	60,895	1,207,925
-	-	231,430	496,703
29,071,872	1,089,904	22,353,720	138,841,043
4,690,073	1,681,248	424	18,273,876
-	-	-	38,925,229
-	1,373	-	1,472,864
-	13,707	5,430,546	10,568,736
444,337	840	6,197,606	13,360,279
376,837	-	687,310	7,781,311
2,920,000	-	5,854,252	9,486,466
787,538	-	1,523,913	2,348,940
11,958,247	11,991,222	880,663	35,522,798
21,177,032	13,688,390	20,574,714	137,740,499
7,894,840	(12,598,486)	1,779,006	1,100,544
-	1,628,687	-	1,628,687
-	-	-	307,013
-	14,574,627	-	14,935,000
-	325,000	9,057,298	21,404,875
(8,239,492)	-	(10,665,434)	(21,343,966)
(8,239,492)	16,528,314	(1,608,136)	16,931,609
(344,652)	3,929,828	170,870	18,032,153
47,086,777	1,282,835	25,646,089	121,830,681
$ 46,742,125	$ 5,212,663	$ 25,816,959	$ 139,862,834

City of Flagstaff
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2020

Net change in fund balances - total governmental funds		$ 18,032,153
Amounts reported for governmental activities in the statements of activities are different because:		
Government funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Expenditures for capital assets	$ 35,522,798	
Less current year depreciation	(14,747,071)	20,775,727
Some resources/expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Net pension expense related to ASRS	(279,236)	
Net pension expense related to PSPRS	(3,867,074)	
Net pension expense related to EORP	536,121	
Pension contribution for EORP	34,601	
Capital related debt issued	(14,935,000)	
Premium on debt issued	(1,628,687)	
Donated capital	2,277,885	
Compensated absences	(431,231)	
Other postemployment benefits	167,051	
Principal payments on debt	9,486,466	
Interest accrual on debt	(274,234)	
Refunding loss amortization	(161,308)	
Bond premium amortization	707,811	(8,366,835)
Providing long-term loans are reported as an expenditure in the governmental funds but are reported as notes receivable on the statement of net position. However, other expenditures that are unrecognized in the governmental funds because they do not provide current financial resources due to unavailability are recognized in the statement of activities.		
Available portion of promissory note and accounts receivable	(10,200)	(10,200)
Certain transactions related to capital assets in the governmental funds reflect proceeds. However, in the statement of activities these transactions reflect net gain (loss).		
Gain/loss on disposal of capital assets	(247,053)	
Transfer of capital assets to business-type activities	(2,262,548)	
Transfer of capital assets from business-type activities	142,174	(2,367,427)

(continued)

The notes to the financial statements are an integral part of this statement

City of Flagstaff
Reconciliation of the Statement of Revenues, Expenditures,
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
For the Year Ended June 30, 2020

Certain revenues in the governmental funds that provide current financial resources are not included in the statement of activities because they were recognized in a prior period. However, other revenues that are unavailable in the governmental funds because they do not provide current financial resources due to unavailability are recognized in the statement of activities.

Court (fines and forfeitures)	(165,763)	
Notes receivable	18,797	
Property tax	(20,697)	(167,663)

Internal service funds are used by management to charge the costs of certain activities, such as the City's self-insurance program to individual funds. The following activities of the internal service fund is reported with governmental activities.

Net allocated income assigned to governmental activities	163,196	
Investment income	53,046	
Miscellaneous income	62,852	279,094

Change in net position of governmental activities - statement of activities	$ 28,174,849

(concluded)

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Taxes	$ 32,273,857	$ 32,273,857	$ 31,882,872	$ (390,985)
Intergovernmental	21,129,105	21,129,105	21,873,456	744,351
Grants and entitlements	5,204,979	5,204,979	1,945,487	(3,259,492)
Charges for services	3,267,437	3,267,437	2,934,067	(333,370)
Licenses and permits	2,706,716	2,706,716	4,937,026	2,230,310
Fines and forfeitures	1,420,489	1,420,489	1,217,311	(203,178)
Rents	1,400,042	1,400,042	1,108,741	(291,301)
Investment earnings	371,837	371,837	573,712	201,875
Contributions	10,303	10,303	468,838	458,535
Miscellaneous	372,031	372,031	210,185	(161,846)
Total revenues	68,156,796	68,156,796	67,151,695	(1,005,101)
Expenditures:				
Current:				
General administration	8,662,671	8,662,671	8,096,585	566,086
Management services	7,807,177	7,807,177	6,706,121	1,101,056
Fire	19,209,375	19,209,375	13,840,367	5,369,008
Police	25,165,928	25,165,928	20,028,419	5,137,509
Community development	5,774,316	5,774,316	5,184,564	589,752
Public works	12,737,356	12,737,356	8,976,375	3,760,981
Economic vitality	223,614	223,614	140,309	83,305
Non-departmental	(1,006,010)	(1,006,010)	(3,178,446)	2,172,436
Contingency	1,662,750	1,662,750	-	1,662,750
Total expenditures	80,237,177	80,237,177	59,794,294	20,442,883
Excess (deficiency) of revenues over (under) expenditures	(12,080,381)	(12,080,381)	7,357,401	19,437,782
Other Financing Sources (Uses):				
Issuance of capital debt	-	-	360,373	360,373
Sale of capital assets	38,121	38,121	307,013	268,892
Transfers in	4,480,855	4,480,855	3,702,539	(778,316)
Transfers out	(4,658,738)	(4,658,738)	(2,426,040)	2,232,698
Total other financing sources (uses)	(139,762)	(139,762)	1,943,885	2,083,647
Net change in fund balances	(12,220,143)	(12,220,143)	9,301,286	21,521,429
Fund balances, beginning of year	32,512,644	32,512,644	39,652,321	7,139,677
Fund balances, end of year	$ 20,292,501	$ 20,292,501	$ 48,953,607	$ 28,661,106

Adjustment of budgetary basis to GAAP basis net change in fund balances	$ 9,301,286
The City budgets certain revenues on the cash basis, rather than on the modified accrual basis.	3,537,152
The City budgets for certain other expenditures on the cash basis, rather than on the modified accrual basis	194,281
Adjusted net change in fund balance - GAAP basis	$ 13,032,719

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
Highway User Revenue Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Grants and entitlements	$ 8,619,609	$ 8,619,609	$ 8,589,536	$ (30,073)
Investment earnings	15,000	15,000	84,573	69,573
Contributions	2,336,458	2,336,458	35,736	(2,300,722)
Licenses and permits	-	-	196,180	196,180
Miscellaneous	-	-	49,866	49,866
Total revenues	10,971,067	10,971,067	8,955,891	(2,015,176)
Expenditures:				
Current:				
Community development	21,782,613	21,782,613	7,556,484	14,226,129
Public works	14,626,315	14,626,315	7,419,964	7,206,351
Non-departmental	1,043,093	1,043,093	1,043,093	-
Contingency	100,000	100,000	-	100,000
	37,552,021	37,552,021	16,019,541	21,532,480
Excess (deficiency) of revenues over (under) expenditures	(26,580,954)	(26,580,954)	(7,063,650)	19,517,304
Other Financing Sources (Uses):				
Transfers in	21,755,627	21,755,627	8,320,038	(13,435,589)
Transfers out	(263,000)	(263,000)	(13,000)	250,000
Total other financing sources (uses)	21,492,627	21,492,627	8,307,038	(13,185,589)
Net change in fund balances	(5,088,327)	(5,088,327)	1,243,388	6,331,715
Fund balances, beginning of year	8,753,795	8,753,795	8,162,659	(591,136)
Fund balances, end of year	$ 3,665,468	$ 3,665,468	$ 9,406,047	$ 5,740,579

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
Transportation Fund
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Taxes	$ 26,911,206	$ 26,911,206	$ 27,184,608	$ 273,402
Investment earnings	216,000	216,000	709,730	493,730
Contributions	-	-	642,456	642,456
Total revenues	27,127,206	27,127,206	28,536,794	1,409,588
Expenditures:				
Current:				
Community development	22,170,669	22,170,669	7,677,088	14,493,581
Public works	4,827,707	4,827,707	4,855,596	(27,889)
Non-departmental	11,823,185	11,823,185	8,644,348	3,178,837
Total expenditures	38,821,561	38,821,561	21,177,032	17,644,529
Excess (deficiency) of revenues over (under) expenditures	(11,694,355)	(11,694,355)	7,359,762	(16,234,941)
Other Financing Sources (Uses):				
Transfers out	(21,977,163)	(21,977,163)	(8,239,492)	13,737,671
Total other financing sources (uses)	(21,977,163)	(21,977,163)	(8,239,492)	13,737,671
Net change in fund balances	(33,671,518)	(33,671,518)	(879,730)	(2,497,270)
Fund balances, beginning of year	43,088,621	43,088,621	47,086,777	3,998,156
Fund balances, end of year	$ 9,417,103	$ 9,417,103	$ 46,207,047	$ 1,500,886

Adjustment of budgetary basis to GAAP basis net change in fund balances	$ (879,730)
The City budgets certain revenues on the cash basis, rather than on the modified accrual basis.	535,078
Adjusted net change in fund balance - GAAP basis	$ (344,652)

The notes to the financial statements are an integral part of this statement


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

City of Flagstaff, Arizona
Statement of Net Position
Proprietary Funds
June 30, 2020

	Business-type Activities - Enterprise Funds		
	Water and Wastewater Fund	Stormwater Fund	Environmental Services Fund
Assets			
Current assets:			
Cash and investments	$ 44,018,846	$ 2,849,527	$ 10,256,722
Receivable, net	4,148,529	472,408	1,256,761
Intergovernmental receivable	-	34,678	12,556
Interfund receivable	-	-	-
Prepaid items	-	-	-
Total current assets	48,167,375	3,356,613	11,526,039
Noncurrent assets:			
Restricted cash and investments	1,814,391	-	12,193,412
Refundable deposits	8,763	-	-
Capital assets, non-depreciable	16,827,305	21,307,768	2,023,209
Capital assets, depreciable, net	248,048,273	28,026,217	9,401,849
Total non-current assets	266,698,732	49,333,985	23,618,470
Total assets	314,866,107	52,690,598	35,144,509
Deferred outflows of resources:			
Deferred outflow related to advance refunding	267,317	-	-
Deferred outflows related to pension/OPEB	870,418	77,113	589,517
Total deferred outflows of resources	1,137,735	77,113	589,517
Liabilities			
Current liabilities:			
Accounts payable	1,995,160	334,260	123,529
Construction retainage payable	71,705	75,737	-
Interfund payable	-	-	-
Accrued payroll	240,212	22,920	141,824
Accrued compensated absences	208,768	18,766	86,723
Interest payable	406,213	-	63,097
Advanced revenue	619,906	-	4,300
Claims and judgements	-	-	-
Deposits payable	1,084,843	-	67,422
Bonds and lease payable, net	2,397,894	-	229,293
Total current liabilities	7,024,701	451,683	716,188
Noncurrent liabilities:			
Compensated absences	255,125	17,462	68,413
Net OPEB liability	675,802	65,311	508,761
Net pension liability	5,710,206	497,519	4,519,583
Claims and judgements	-	-	-
Landfill closure and post closure care costs	-	-	15,421,003
Capital lease payable	1,071,560	-	292,725
Bonds and notes payable, net	30,462,446	-	3,664,119
Total noncurrent liabilities	38,175,139	580,292	24,474,604
Total liabilities	45,199,840	1,031,975	25,190,792
Deferred inflows related to pension/OPEB	1,080,461	96,764	822,733
Total deferred inflows	1,080,461	96,764	822,733
Net Position			
Net investment in capital assets	229,855,370	48,956,835	7,233,985
Unrestricted (deficit)	39,868,171	2,682,137	2,486,516
Total net position	$ 269,723,541	$ 51,638,972	$ 9,720,501

The notes to the financial statements are an integral part of this statement

Business-type Activities - Enterprise Funds		Governmental Activities
Total Nonmajor Proprietary Funds	Total Business-type Funds	Internal Service Fund
$ 1,645,795	$ 58,770,890	$ 4,321,168
115,769	5,993,467	94,046
2,344,502	2,391,736	-
8,959	8,959	-
66,751	66,751	-
4,181,776	67,231,803	4,415,214
140,013	14,147,816	-
-	8,763	-
1,118,029	41,276,311	-
40,120,551	325,596,890	-
41,378,593	381,029,780	-
45,560,369	448,261,583	4,415,214
-	267,317	-
933,435	2,470,483	-
933,435	2,737,800	-
203,594	2,656,543	120,714
-	147,442	-
1,949,745	1,949,745	-
109,077	514,033	-
84,797	399,054	-
-	469,310	-
180,525	804,731	1,046
-	-	2,493
77,373	1,229,638	-
183,384	2,810,571	-
2,788,495	10,981,067	124,253
103,384	444,384	-
292,475	1,542,349	-
4,381,412	15,108,720	-
-	-	241,898
-	15,421,003	-
727,570	2,091,855	-
-	34,126,565	-
5,504,841	68,734,876	241,898
8,293,336	79,715,943	366,151
445,930	2,445,888	-
445,930	2,445,888	-
40,327,626	326,373,816	-
(2,573,088)	42,463,736	4,049,063
$ 37,754,538	$ 368,837,552	$ 4,049,063
	(621,632)	Some amounts reported for business-type activities in the statement of net position are different because certain internal service fund assets and liabilities are included with business-type activities
	$ 368,215,920	

City of Flagstaff, Arizona
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
Year Ended June 30, 2020

	Business-type Activities - Enterprise Funds		
	Water and Wastewater Fund	Stormwater Fund	Environmental Services Fund
Operating Revenues:			
Charges for services	$ 28,869,406	$ 4,383,791	$ 12,863,428
Miscellaneous	195,818	-	1,787
Total operating revenues	29,065,224	4,383,791	12,865,215
Operating Expenses:			
Personnel services	6,246,395	539,725	4,332,769
Contractual services, materials and supplies	12,260,002	332,348	7,268,496
Insurance claims and expenses	-	-	-
Depreciation and amortization	9,024,668	579,159	887,965
Total operating expenses	27,531,065	1,451,232	12,489,230
Operating income (loss)	1,534,159	2,932,559	375,985
Non-Operating Revenues (Expenses):			
Interest and investment income	735,582	56,852	358,141
Grants and entitlements	5,193	34,785	21,403
Gain (loss) on disposal of capital asset	(132,301)	(4,936)	(4,937)
Passenger facility charges	-	-	-
Interest expense	(969,635)	-	(155,839)
Total non-operating revenues (expenses)	(361,161)	86,701	218,768
Income (loss) before capital contributions and transfers	1,172,998	3,019,260	594,753
Capital contributions related to grants	-	-	-
Capital contributions from external sources	4,859,094	34,831	-
Capital contributions from internal sources	1,707,302	555,246	-
Transfers in	7,680	-	225,797
Transfers out	(16,022)	(224,726)	(250,638)
Change in net position	7,731,052	3,384,611	569,912
Total net position, beginning of year	261,992,489	48,254,361	9,150,589
Total net position, end of year	$ 269,723,541	$ 51,638,972	$ 9,720,501

The notes to the financial statements are an integral part of this statement

Business-type Activities - Enterprise Funds		Governmental Activities
Total Nonmajor Proprietary Funds	Total Business-type Funds	Internal Service Fund
$ 3,862,353	$ 49,978,978	$ 8,274,749
220	197,825	62,852
3,862,573	50,176,803	8,337,601
2,901,036	14,019,925	-
7,418,218	27,279,064	-
-	-	8,051,247
2,868,691	13,360,483	-
13,187,945	54,659,472	8,051,247
(9,325,372)	(4,482,669)	286,354
9,323	1,159,898	53,046
6,765,617	6,826,998	-
-	(142,174)	-
395,890	395,890	-
(58,180)	(1,183,654)	-
7,112,650	7,056,958	53,046
(2,212,722)	2,574,289	339,400
710,946	710,946	-
-	4,893,925	-
-	2,262,548	-
197,000	430,477	-
-	(491,386)	-
(1,304,776)	10,380,799	339,400
39,059,314	358,456,753	3,709,663
$ 37,754,538	$ 368,837,552	$ 4,049,063

Change in net position of business-type activities	60,306	Some amounts reported for business-type activities on the statement of activities are different because the net revenue (expense) of certain internal service funds is reported with business-type activities
	$ 10,441,105	

City of Flagstaff, Arizona
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2020

	Business-type Activities - Enterprise Funds		
	Water and Wastewater Fund	Stormwater Fund	Environmental Services Fund
Cash flows from operating activities:			
Receipts from customers	$ 28,579,239	$ 4,174,953	$ 12,840,324
Interfund services provided	347,186	45,532	176,439
Other receipts	-	-	-
Payments to suppliers	(9,685,192)	(169,321)	(5,370,027)
Interfund services used	(52,238)	-	(3,313)
Interfund reimbursement used	(2,339,191)	(167,229)	(1,450,919)
Payments to employees	(6,072,023)	(510,509)	(4,181,990)
Net cash provided (used) by operating activities	10,777,781	3,373,426	2,010,514
Cash flows from noncapital financing activities:			
Transfer from other funds	7,680	-	225,797
Transfer to other funds	(16,022)	(224,726)	(250,638)
Interfund loans provided	-	-	-
Interfund loans received (paid)	-	-	-
Net cash provided (used) by noncapital financing activities	(8,342)	(224,726)	(24,841)
Cash flows from capital and related financing activities:			
Receipts from grantors	5,193	3,389	46,015
Capital contributions	3,504,996	-	-
Acquisition and construction of capital assets	(6,957,039)	(3,521,526)	(609,887)
Principal payments on capital debt	(4,293,938)	-	(215,717)
Interest paid on capital debt	(881,912)	-	(158,138)
Net cash provided (used) by capital and related financing activities	(8,622,700)	(3,518,137)	(937,727)
Cash flows from investing activities:			
Interest received on investments	771,069	56,273	376,008
Net cash provided (used) by investing activities	771,069	56,273	376,008
Net increase (decrease) in cash and cash equivalents	2,917,808	(313,164)	1,423,954
Cash and cash equivalents at beginning of year	42,915,429	3,162,691	21,026,180
Cash and cash equivalents at end of year	$ 45,833,237	$ 2,849,527	$ 22,450,134
Classified as:			
Cash, cash equivalents, and investments	$ 44,018,846	$ 2,849,527	$ 10,256,722
Restricted cash and cash equivalents	1,814,391	-	12,193,412
Totals	$ 45,833,237	$ 2,849,527	$ 22,450,134

The notes to the financial statements are an integral part of this statement

Business-type Activities - Enterprise Funds		Governmental Activities
Total Nonmajor Proprietary Fund	Total Business-type Funds	Internal Service Fund
$ 4,168,028	$ 49,762,544	$ 8,311,076
-	569,157	-
395,890	395,890	-
(6,844,510)	(22,069,050)	(8,772,329)
(391,836)	(447,387)	-
(302,576)	(4,259,915)	-
(2,840,370)	(13,604,892)	-
(5,815,374)	10,346,347	(461,253)
197,000	430,477	-
-	(491,386)	-
(8,959)	(8,959)	-
1,949,745	1,949,745	-
2,137,786	1,879,877	-
4,527,506	4,582,103	-
710,946	4,215,942	-
(1,304,943)	(12,393,395)	-
(173,556)	(4,683,211)	-
(58,180)	(1,098,230)	-
3,701,773	(9,376,791)	-
10,119	1,213,469	60,781
10,119	1,213,469	60,781
34,304	4,062,902	(400,472)
1,751,504	68,855,804	4,721,640
$ 1,785,808	$ 72,918,706	$ 4,321,168
$ 1,645,795	$ 58,770,890	$ 4,321,168
140,013	14,147,816	-
$ 1,785,808	$ 72,918,706	$ 4,321,168

(continued)

City of Flagstaff, Arizona
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2020

	Business-type Activities - Enterprise Funds		
	Water and Wastewater Fund	Stormwater Fund	Environmental Services Fund
Reconciliation of operating income (loss) to net cash provided (used) by operating activities			
Operating income (loss)	$ 1,534,159	$ 2,932,559	$ 375,985
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation and amortization	9,024,668	579,159	887,965
Landfill closure and post closure costs	-	-	472,625
Other receipts	-	-	-
(Increase) decrease in assets:			
Accounts receivable	(211,491)	(166,306)	158,772
Allowance for doubtful accounts	(3,000)	3,000	(11,000)
Prepaid items	-	-	-
(Increase) decrease in deferred outflows	295,817	23,649	236,130
Increase (decrease) in liabilities:			
Accounts payable	183,381	(4,202)	(28,388)
Accrued payroll, compensated absences	120,745	25,834	34,068
OPEB	(132,324)	(12,760)	(99,715)
Pension expense (contribution)	(276,281)	(23,511)	(145,158)
Deposits payable	113,517	-	11,613
Advanced revenue	(37,825)	-	(7,837)
Increase (decrease) in deferred inflows	166,415	16,004	125,454
Total adjustments	9,243,622	440,867	1,634,529
Net cash provided (used) by operating activities	$ 10,777,781	$ 3,373,426	$ 2,010,514
Noncash investing, capital and financing activities:			
Capital assets acquired through contributions from developers	$ 1,354,098	$ 34,831	$ -
Amortization of premium	-	-	1,024
Amortization of deferred amount on refunding	38,189	-	-
Loss on disposal of capital assets	(132,301)	(4,936)	(4,937)
Capital assets transferred from other funds	1,707,302	555,246	-
Total noncash investing, capital and financing activities	$ 2,967,288	$ 585,141	$ (3,913)

The notes to the financial statements are an integral part of this statement

Business-type Activities - Enterprise Funds		Governmental Activities
Total Nonmajor Proprietary Funds	Total Business-type Funds	Internal Service Fund
$ (9,325,372)	$ (4,482,669)	$ 286,354
2,868,691	13,360,483	-
-	472,625	-
395,890	395,890	-
138,666	(80,359)	(24,217)
(2,000)	(13,000)	-
(23,456)	(23,456)	-
75,898	631,494	-
(97,248)	53,543	(721,082)
(17,333)	163,314	-
(57,184)	(301,983)	-
(31,842)	(476,792)	-
1,570	126,700	-
167,219	121,557	(2,308)
91,127	399,000	-
3,509,998	14,829,016	(747,607)
$ (5,815,374)	$ 10,346,347	$ (461,253)
$ -	$ 1,388,929	$ -
-	1,024	-
-	38,189	-
-	(142,174)	-
-	2,262,548	-
$ -	$ 3,548,516	$ -

(concluded)

City of Flagstaff, Arizona
Notes to the Financial Statements
June 30, 2020

I. Summary of Significant Accounting Policies

A. Financial Reporting Entity

The City of Flagstaff (City) was incorporated as a town in 1894 and as a city in 1928. The current City Charter was approved June 29, 1998. The Charter provides for the Council-Manager form of government and the authority to provide municipal services, as limited by the State Constitution.

The accounting policies of the City conform to accounting principles generally accepted in the United States of America (GAAP) as applicable to Governmental Units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The City of Flagstaff is a municipal corporation governed by an elected mayor and six-member council. The accompanying financial statements include the City and all of its component entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities are, in substance, part of the government's operations and so data from these units are combined with data of the primary government. Discretely presented component units are reported in a separate column in the Government-wide Statement of Net Position and Activities to emphasize they are legally separate from the government. The City of Flagstaff reports no blended or discretely presented component units.

Related Organizations: The City of Flagstaff officials are also responsible for appointing board members of other organizations. However, as the City's control is limited to making the appointments and there is not a significant operational nor a significant financial relationship between these organizations and the City, they are not included as part of these financial statements.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (statement of net position and statement of activities) report on the City and its component units as a whole. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which are supported by fees and charges for services.

The government-wide statement of activities demonstrates the degree to which the direct expenses of the various functions and segments of the City are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Interest on long-term debt and depreciation expense on assets shared by multiple functions are not allocated to the various functions. Program revenues include: 1) charges to customers or users who purchase, use or directly benefit from goods, services or privileges provided by a particular function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes, investment income and other revenues not identifiable with particular functions or segments are included as general revenues. The general revenues support the net costs of the functions and segments not covered by program revenues.

Generally, the effect of interfund activity has been removed from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation.

Interdepartmental services performed by one division for another are credited to the performing division and charged to the receiving division to reflect the accurate costs of programs. These indirect costs have been eliminated as part of the program expenses reported for the various functional activities. The rates used are intended to reflect full costs in accordance with generally accepted cost accounting principles and are part of the fund statements. Interfund services provided and used are eliminated in the process of consolidation.

The government-wide statement of net position reports all financial and capital resources of the government. It is displayed in a format of assets plus deferred outflows of resources, less liabilities, less deferred inflows of resources, equals net position, with the assets and liabilities shown in order of their relative liquidity. Net position is required to be displayed in three components: 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are also included in the net position. The portion of unspent related debt proceeds or deferred inflows of resources at the end of the reporting period is not included in the calculation of net investment in capital assets; instead that portion of the debt or deferred inflows of resources is included in the same net position component as the unspent amount. Restricted net position occurs when a constraint is placed on its use by either: 1) externally imposed by creditors (such as through debt covenants), grantors, contributors, or law or regulations of other governments, or 2) imposed by law through constitutional provisions or enabling legislation. All net position not otherwise classified as restricted, is shown as unrestricted. Generally, the City would first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

Also, part of the basic financial statements are fund financial statements for governmental funds and proprietary funds. The focus of the fund financial statements is on major funds, as defined by GASB Statement No. 34. Although the reporting model sets forth minimum criteria for determination of major funds (a percentage of assets and deferred outflows, liabilities and deferred inflows, revenues, or expenditures/expenses of fund category and of the governmental and enterprise funds combined), it also gives governments the option of displaying other funds as major funds, which the City has not elected. Other non-major funds are combined in a single column on the fund financial statements and are detailed in combining statements included as supplementary information after the basic financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary funds. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recorded as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are prepared on a current financial resources measurement focus and modified accrual basis of accounting. This is the traditional basis of accounting for governmental funds. This presentation is deemed most appropriate to 1) demonstrate legal and covenant compliance, 2) demonstrate the sources and uses of liquid resources, and 3) demonstrate how the City's actual revenues and expenditures conform to the annual budget. Since the governmental fund financial statements are presented on a different basis than the governmental activities column of the government-wide financial statements, a reconciliation is provided immediately following each fund statement. These reconciliations explain the adjustments necessary to transform the fund financial statements into the governmental activities column of the government-wide financial statements.

The proprietary fund financial statements are prepared on the same basis (economic resources measurement focus and accrual basis of accounting) as the government-wide financial statements.

Therefore, most lines for the total enterprise funds on the proprietary fund financial statements will directly reconcile to the business-type activities column on the government-wide financial statements. Because the enterprise funds are combined into a single business-type activities column on the government-wide financial statements, certain interfund activities between these funds may be eliminated in the consolidation for the government-wide financial statements, but are included in the fund columns in the proprietary fund financial statements. The net costs/income of the internal service fund is also partially allocated to the business-type activities column on the government-wide financial statements.

On the proprietary fund financial statements, operating revenues are those that flow directly from the operations of that activity, i.e. charges to customers or users who purchase or use the goods or services of that activity. Operating expenses are those that are incurred to provide those goods or services. Non-operating revenues and expenses represent items like investment income, interest expense, and other items that do not fit in any other category and are not a result of the direct operations of the activity.

The City uses funds to report its financial position and the results of its operations. Fund accounting segregates funds according to their intended purpose and is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts, which includes assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance, revenues and expenditures/expenses.

The City uses the following fund categories:

Governmental Fund Types

Governmental Funds are those through which most of the governmental functions of the City are financed. The measurement focus is based upon determination of changes in financial position rather than upon net income determination.

General Fund is the primary operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund will always be considered a major fund in the basic financial statements.

Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than special assessments or major capital projects) that are legally restricted to expenditures for specified purposes. There are three special revenue funds that are presented as a major fund in the basic financial statements. They are the:

- *AZ CARES Public Safety Fund* which accounts for the receipt and expenditures of the City's allocation of the AZ CARES public safety funding. Resources allocated to this fund passed through from the State from the federal government and must be used for public safety related to the COVID-19 pandemic.

- *Highway User Revenue Fund* which receives and expends the City's allocation of the Highway User Revenue money. Resources allocated to this fund come mainly from the State and must be used for street construction, reconstruction and maintenance.

- *Transportation Tax Fund* accounts for the receipt and expenditures of the transportation tax money as authorized by voters on May 16, 2000. These resources are restricted to financing improvements in the areas of the 4th Street overpass project, safe to school/pedestrian and bike projects, traffic flow and safety improvements, transit service operations and enhancements and to repay the bonding related to the 4th Street overpass. In fiscal year 2015-2016, voters approved an additional transportation tax for road repair and street safety which is valid through 2035. In fiscal year 2016-2017, voters approved an extension of the transit tax to 2030. In fiscal year 2018-2019, voters approved an additional tax for the Lone Tree Overpass and extended the roadway, pedestrian, bicycle and safety improvements tax to 2040.

Capital Project Funds are used to account for major capital acquisition and construction separate from ongoing operating activities. Resources for capital projects typically result from the issuance of general obligation or other government debt.

- *Capital Projects Bond Construction Fund*, accounts for major capital acquisition and construction projects which are funded mainly with general obligation or other governmental debt.

Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term obligation principal and interest, none of which are presented as major funds.

Permanent Funds are used to account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Resources are generated from ongoing plot sales with a portion allocated to perpetuity.

Proprietary Fund Types

Proprietary Funds are used to account for the City's ongoing operations and activities, which are similar to those found in the private sector and where cost recovery and the determination of net income is useful or necessary for sound fiscal management. The measurement focus is based upon determination of net income, changes in net position, net position and cash flows.

Enterprise Funds are used to account for operations that provide services to the general public for a fee. Under GASB Statement No. 34, enterprise funds are also required for any activity whose principal revenue sources meet any of the following criteria: 1) any activity that has issued debt backed solely by the fees and charges of the activity, 2) if the cost of providing services for an activity, including capital costs such as depreciation or debt service, must legally be recovered through fees and charges, or 3) it is the policy of the City to establish activity fees or charges to recover the cost of providing services, including capital costs. The City has five enterprise funds, three of which are presented as major funds in the basic financial statements.

- *Water and Wastewater Fund* accounts for the City water pumping, treatment and distribution systems and the City wastewater collection and treatment systems.

- *Stormwater Fund* accounts for the construction, operations and maintenance activities of the City stormwater system.

- *Environmental Services Fund* accounts for the operations of City refuse, management of the City landfill, recycling collection services and the management of sustainability programs.

Internal Service Fund accounts for the operations that provide services to other divisions of the government on a cost-reimbursement basis, thus the internal service fund is presented with the proprietary fund financial statements. The internal service fund represents the self-insurance services provided to other divisions and accounts for the risk management function of the City as well as maintaining the costs of the City's liability insurance and any claims paid under the City's self-insurance program. These costs are allocated to all operational activities of the City.

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. Governmental funds are accounted for using a current financial resources measurement focus whereby only current assets plus deferred outflows of resources, equals current liabilities plus deferred inflows of resources, plus fund balance. Operating statements present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net change in fund balances.

Enterprise funds are accounted for on a flow of economic resources measurement focus whereby all assets plus deferred outflows of resources, less liabilities and deferred inflows of resources associated with the operation of these funds, equals net position, as presented on the statement of net position. Operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in net total position.

The modified accrual basis of accounting is used by governmental funds. Revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City considers all revenues, except reimbursement grants, to be available if they are collected within 60 days of the end of the current fiscal period. Reimbursement grants are considered available if they are collected within one year of the end of the current fiscal period.

Expenditures are generally recorded when the related fund liability is incurred, as under accrual accounting. Principal and interest on long-term debt are recorded as fund liabilities when due. However, debt service expenditures, as well as, expenditures related to compensated absences, claims and judgments are recorded only to the extent they have matured.

Revenues susceptible to accrual include property tax, privilege license tax, highway user tax, state shared sales tax, vehicle license tax and interest earned on investments. Licenses and permits, charges for services, fines and forfeitures, parks and recreation charges and miscellaneous revenues are recorded when received in cash since they are generally not measurable until actually received. Only the portion of special assessment receivables due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The accrual basis of accounting is followed for all enterprise funds. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized when incurred.

Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the funds principal ongoing operations. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating items.

Budgets and Budgetary Accounting

The City uses the following procedures in establishing the budgetary data reflected in the accompanying financial statements.

- The maximum legal expenditure permitted for the year is the total budget as adopted. The expenditure appropriations in the adopted budget are maintained in the City's financial system by division within individual funds. Division appropriations may be amended during the year, within administrative guidelines and adopted Council policies.

- The initial budget for the fiscal year may be amended during the year in a legally permissible manner.

- The City Manager is generally authorized to transfer budgeted amounts within any specific sections expenditure appropriation. Any budget revisions requiring a transfer between divisions must be approved by the City Council. City manager, human resources and information technology are example sections of the general administration division.

- All unencumbered expenditure appropriations expire at the end of the fiscal year.

- Encumbered amounts are re-budgeted in the following year as deemed appropriate and necessary after review by the Budget Committee. Budgetary carry forwards are approved by the City Council as part of the budget adoption process.

- All funds of the City have legally adopted budgets with the exception of the internal service fund, perpetual care fund and AZ CARES public safety fund. Formal integration of these budgets into the City's financial systems is employed as a management control device during the year for all funds.

The City prepares its annual budget on a modified cash basis, which differs from GAAP. GASB Statement No. 34 requires that budgetary comparison statements for the General Fund and major special revenue funds be presented in the annual financial statements or as required supplementary information. The City has chosen to present these statements in the basic financial statements. These statements must display original budget, amended budget and actual results on a budgetary basis at the legal level of budgetary control. The City's legal level of budgetary control is at the division level; however the City's financial statements are presented at the functional level of detail. Budgetary comparisons provided in the basic financial section are presented for the general fund and major special revenue funds at the division level; these are presented as statements. The supplemental section provides budgetary comparisons for non-major special revenue funds, capital projects funds and debt service funds at the same functional level of detail used in financial statements presentation; these are presented as schedules.

D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position

Cash and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the government to invest in the State's Local Government Investment Pool (LGIP), obligations of the U.S. Treasury, commercial paper and repurchase agreements. Investment income from pooled cash and investments is allocated monthly based on the percentage of a fund's average daily equity in pooled cash and investments to the total average daily-pooled equity in pooled cash and investments. Investments are stated at fair value based on quoted market prices. The City also has an investment policy. Details of the City's investment policy can be found in Note III.A.

The LGIP is a part of the State of Arizona Treasurer's office. The State Board of Deposit provides oversight for the State Treasurer's pools, and the LGIP Advisory Committee provides consultation and advice to the Treasurer. Investments in the State of Arizona LGIP are stated at fair value, which also approximates the value of the investment upon withdrawal.

For purposes of the statement of cash flows, the City considers cash and cash equivalents, including restricted cash and cash equivalents, to be currency on hand, demand deposits with banks, amounts included in pooled cash and investment accounts and liquid investments with a maturity of three months or less. Cash and cash equivalents are included in both unrestricted as well as restricted assets.

Receivables and Payables

Accounts receivable and taxes receivable are shown net of an allowance for uncollectible accounts. The City's property tax is levied each year on or before the third Monday in August based on the previous January 1, full cash value as determined by the Coconino County Assessor. Levies are due and payable in two installments on September 1 and March 1. First half installments become delinquent on November 1; second half installments become delinquent on May 1. Interest at the rate of 12% per annum accrues following delinquent dates. Coconino County bills and collects all property taxes, at no charge to the taxing entities. A lien against property assessed attaches on the first day of January preceding assessment and levy thereon.

Under Arizona tax laws there are two property tax levies: primary and secondary. Primary property taxes are not restricted as to use and are used to finance the general operations of the City. Secondary property taxes are restricted for general obligation bonded debt service. The secondary property tax levy is recorded as revenue in a debt service fund and transferred to the Water and Wastewater Fund and the General Obligation Bond Fund.

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is classified as interfund receivables and payables. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balance.

Deferred Outflows of Resources

When a consumption of net position/fund balance applies to a future period it should not be recognized as an outflow of resources, expense or expenditure until that time. Advance refunding resulting in defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources or a deferred inflow of resources and recognized as a component of interest expense in a systematic and rational manner over the remaining life of the old debt or the life of the new debt, whichever is shorter.

Inventory and Prepaids

Inventory is valued at cost, which approximates market, using the weighted average cost method. Inventory consists of expendable supplies held for consumption and is charged to expenditure accounts as consumed. Prepayments of the governmental funds, which are prepared using the modified accrual basis of accounting, are recorded under the purchases method, and are therefore recorded as expenditures when purchased. Within the government-wide statements, which are prepared using the accrual basis of accounting, prepayments are recorded as assets and amortized over the life of the related agreement. Prepaid items contain payments made to vendors applicable to future accounting periods in both the government-wide and proprietary fund financial statements. The cost of a prepaid item is recorded as an expense when consumed rather than purchased.

Restricted Assets

Certain debt proceeds of the City's bonds, as well as certain resources set aside for their repayment, are classified as restricted on the balance sheet or statement of net position, because they are maintained in trust accounts and their use is limited by applicable debt covenants. Typically, restricted assets, committed assets and assigned assets are used prior to using unassigned assets when both are available for the same purpose.

Capital Assets

Capital assets, whether owned by governmental activities or business-type activities, are recorded and depreciated (unless the modified approach is used) in the government-wide financial statements. The City has chosen not to apply the modified approach to any networks or subsystems of infrastructure assets. No long-term assets or depreciation are shown in the governmental fund financial statements.

Capital assets, including public domain infrastructure (i.e., roads, bridges, curbs and gutters, streets and sidewalks, and other assets that are immovable and of value only to the City) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The government defines capital assets as assets with an initial, individual cost of more than $5,000 ($25,000 for capital improvement projects and infrastructure assets) and an estimated useful life greater than three years. Such assets are recorded at historical cost or estimated historical cost if actual amounts are unknown. Donated capital assets are recorded at acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend its life, are not capitalized. Major improvements are capitalized and depreciated over the remaining useful life of the related asset.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment is depreciated using the straight-line method over the following estimated useful lives (land and construction-in-progress are not depreciated):

Assets	Useful life (years)
Buildings	10-50
Improvements	10-20
Machinery and Equipment	5-25
Infrastructure	25-75

Deferred Inflows of Resources

Revenues and other governmental fund financial resources are recognized in the accounting period in which they become both measurable and available. When an asset is recorded in the governmental fund financial statements but the revenue is not available, the government reports a deferred inflow of resources until such time as the revenue becomes available. Revenue related to property tax and special assessment liens are recorded in governmental funds but the revenue is not available in the current period so it is reported as a deferred inflow of resources.

Pensions and Other Postemployment Benefits

For purposes of measuring the net pension and other postemployment benefits (OPEB) assets and liabilities, deferred outflows of resources and deferred inflows of resources related to pensions and OPEB, pension and OPEB expense, information about the pension plans' fiduciary net position and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Retirees are allowed to participate in the same healthcare plan as active employees and pay the same premium for this benefit which results in an implicit rate subsidy. Even though the City makes no direct payments on behalf of the retirees the City is required to report this implicit cost for active employees who will be able to continue to purchase health insurance once they retire.

Compensated Absences

Vacation and sick leave is granted to all regular and part-time permanent employees. The annual amount of vacation time accrued varies depending on classification and years of service. Accumulated vacation leave vests and the City is obligated to make payment if the employee terminates. Sick leave accrues at rates based on the full-time equivalency status of each employee. Sick leave is vested with 20 years of service. Sick leave is payable upon termination (if vested) or retirement, up to 50 percent (not more than 520 hours) of accumulated sick leave.

For the governmental fund financial statements, the current payroll and current portion of the compensated absences are recorded as a current liability of the applicable funds. Long-term liabilities of governmental funds are not shown on the fund financial statements. For the government-wide financial statements, as well as the proprietary fund financial statements, all of the accrued liabilities for compensated absences are recorded as a liability.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable statement of net position. Bond premiums and discounts are amortized over the life of the bonds using a method which approximates the effective interest method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts as well as bond issuance costs in the period in which the bonds are issued. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Interfund Transactions

Interfund transactions, consisting of services performed for other funds or costs billed to other funds are treated as expenditures in the fund receiving the services and as a reimbursement reducing expenditures in the fund performing the services. Exceptions include water sales, sewer charges, and environmental service charges that are recorded as revenue in the enterprise funds and expenses or expenditures in the department receiving the service. In addition, transfers are made between funds to shift resources from a fund legally authorized to receive revenue to a fund authorized to expend the revenue.

Grant Revenue

The City recognizes grant revenues (net of estimated uncollectible amounts, if any), when all applicable eligibility requirements, including time requirements, are met. Resources transmitted to the City before the eligibility requirements are met are reported as advance revenues. Some grants and contributions consist of capital assets or resources that are restricted to purchase, construct, or renovate capital assets associated with a specific program. These are reported separately from grants and contributions that may be used either for operating expenses or for capital expenditures of the program at the discretion of the City.

Use of Estimates

The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fund Balance

Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The classifications of nonspendable, restricted, committed, assigned and unassigned designate the relative strength of the constraints placed on how the amounts can be spent. Classification of fund balances imposed by the reporting government, whether by administrative policy or legislative action of the City Council, are shown in aggregate on the government fund financial statements, but not on the proprietary statement of net position. Restricted net position on the government-wide financial statements reflects restrictions imposed by external sources.

Nonspendable fund balance represents amounts such as inventories and the nonexpendable portion of permanent funds. Restricted fund balances represent constraints placed on the use of resources imposed externally by creditors, grantors, contributors, or laws and regulations of other governments. Resources imposed by constitutional provisions of enabling legislation that allows the ability to levy, charge, or mandate payment of resources are also classified as restricted. Committed fund balance includes amounts that can be used only for the specific purposes determined by adoption of a City ordinance by the City Council, the government's highest level of decision-making authority. A formal action would also be required to modify or rescind an established commitment as related to the adopted City ordinance. Assigned fund balance amounts are intended to be used by the government for specific purposes but do not meet the criteria to be restricted or committed. Assigned fund balance is expressed by the direction of the City Council and budget committee as part of the annual budgeting process. Authority to assign amounts used for specific purposes is confirmed as part of the annual budgeting process, the City has no formal policy that establishes this practice. Unassigned fund balance represents the remaining amount that is not restricted, committed, nonspendable nor assigned in the general fund. Unassigned amounts are only reported in the general fund or as a negative amount in all other funds.

Consideration is made that restricted amounts are reduced first, followed by assigned amounts and then unassigned amounts when expenditures are incurred for purposes when both restricted and unrestricted fund balance is available. Also, committed, assigned, or unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in unrestricted fund balance classification could be used. Absent of a minimum fund balance policy, the City, through the budgeting process, establishes a minimum fund balance level to maintain as part of that process. A minimum balance of 20% is suggested in the general fund and a 10% fund balance is suggested for special revenue and enterprise funds.

Governmental fund balances as of June 30, 2020 are as follows:

	General Fund	Highway User Revenue Fund	Transportation Fund	Capital Projects Bond Construction	Other Governmental Funds	Total Governmental Funds
Fund balances:						
Nonspendable:						
Perpetual care	$ -	$ -	$ -	$ -	$ 312,463	$ 312,463
Notes receivable	-	-	-	-	285,800	285,800
Inventory	252,089	-	-	-	66,389	318,478
Restricted for:						
Library branch services	-	-	-	-	845,467	845,467
Library programs externally directed	-	-	-	-	1,268,352	1,268,352
Court improvements and operations	353,426	-	-	-	-	353,426
Debt service	-	-	2,284,676	-	7,265,468	9,550,144
Street improvements	-	9,406,047	34,811,902	-	-	44,217,949
Transit	-	-	6,859,808	-	-	6,859,808
Public art	-	-	-	-	994,880	994,880
Parks operations	-	-	-	-	1,408,262	1,408,262
Economic development	-	-	-	-	588,079	588,079
Tourism	-	-	-	-	1,255,455	1,255,455
Perpetual care	-	-	-	-	40,340	40,340
Development fee projects	2,714,854	-	-	-	-	2,714,854
Other capital projects	41,379	-	2,785,739	8,225,944	8,250,833	19,303,895
Assigned to:						
Capital reserve	4,602,364	-	-	-	-	4,602,364
Real estate	334,305	-	-	-	-	334,305
Parking district	-	-	-	-	1,390,727	1,390,727
Library services	-	-	-	-	1,844,444	1,844,444
Unassigned:	44,386,623	-	-	(3,013,281)	-	41,373,342
Total fund balances	$ 52,685,040	$ 9,406,047	$ 46,742,125	$ 5,212,663	$ 25,816,959	$ 139,862,834

Deficit Fund Balance / Net Position

A deficit unassigned fund balance of $3,013,281 exists in the Capital Projects Fund. The deficit is a result of beginning construction of bonded projects prior to the receipt of proceeds. A loan from other funds, will be reported in the next period. There is a deficit unrestricted net position of $1,626,942 and $946,146 for in the Airport and Housing Authority funds respectively due to their proportionate share of their allocated proportion of the City's net pension liability.

II. Stewardship, Compliance and Accountability

A. Budgetary Information

Budget Basis of Accounting

The City's accounting records for general government operations (general, special revenue and debt service funds) are essentially maintained on a basis consistent with Generally Accepted Accounting Principles (GAAP) except for 60 days sales tax accrual, unrealized gain or loss on investments and allowance for doubtful accounts. Measurable revenues are recorded when they become available to finance expenditures in the current fiscal year. "Available" is defined as: collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures, other than principal and interest on debt, are recognized in the accounting period in which the liability arises. State statute allows for encumbrances to be recognized for a 60-day period following the end of the prior fiscal year as uses of prior year appropriations. To ensure that appropriations do not lapse, divisions are directed to re-budget for all items delivered after June 30.

For the enterprise funds, the annual budget is prepared on a basis that differs from GAAP because state law requires capital purchases and debt service payments to be budgeted as expenses, and bond proceeds and grants that are to be utilized are to be budgeted as revenues.

The accounting and budgeting systems for the City are in accordance with Generally Accepted Accounting Principles (GAAP) format, with minimal variances between the two systems. Budget basis for enterprise funds differ primarily due to state laws. The major differences are as follows:

- Encumbrances (contractual commitments) are considered the equivalent of expenditures. Encumbrances at year-end for goods or services which are not received prior to the end of the fiscal year are cancelled.
- Fund balances reserved for inventory and bonded debt are not included in the budget.
- Certain expenses, such as depreciation, compensated absences and landfill closure and post closure accruals, are not included in the budget.
- Enterprise funds budget capital expenditures and debt service payments as expenses.
- Enterprise funds budget bond proceeds as revenues.

The City will utilize a number of different fund types to segregate the financial activity within the City either due to regulatory reasons or as designated internally. The fund classifications are Governmental Funds, Proprietary Funds and Fiduciary Funds.

Review and Approval

Issues presented during the review and approval period include discussion topics of the Council during the various retreats. These retreats were held in February and April to give City staff the opportunity to present major discussion points to Council and the public. The goal is for Council to make policy decisions and direct staff in preparing the budget. This provides adequate time for the Council to gather input on major budget issues prior to preparation of the budget. The City Council holds Study Sessions in April. The Council reviews and discusses the issue papers included in the Budget Review Book as well as all personnel recommendations, capital equipment recommendations and the capital improvement plan. The Council arrives at a consensus for all decisions needed. The Study Sessions provide the opportunity for City management, divisions and the public to offer information and recommendations to the City Council.

The proposed budget is presented to Council for tentative adoption on or before the third Tuesday in June. Two public hearings are held on the content of the budget. State law requires the operating budget to be all-inclusive. Therefore, the budget includes provisions for contingent revenues, e.g., passenger facility charges, and expenditures that cannot be accurately determined when the budget is adopted, e.g., grants.

The resolution adopting the annual budget requires Council authorization for any expenditure from contingencies, as well as transfer of budget authority between divisions.

The City operates under the State Expenditure Limitation with a one-time adjustment to the base. The adjustment provided for an increase to the base limit to allow for the expenditure of funds resulting from the addition of a 2% Bed, Board and Beverage Tax. Flagstaff is not a Home Rule city. Alternative Home Rule Expenditure Control municipalities require voter approval every four years.

The adopted budget reflects the total funds appropriated. Certain exclusions are allowed by the state (e.g., bond proceeds, debt service and grants) in computing the Expenditure Limitation and this total cannot be exceeded.

Budget authority can be transferred between line items within a section. At year-end, division budgets are reviewed, and budget authority is transferred from contingencies by resolution, if between divisions, as necessary. Council can also amend total appropriations for a division during the year by resolution if there is a corresponding increase/decrease in another division so that the expenditure limitation is not exceeded.

B. Excess of Expenditures over Appropriations

Expenditure appropriations are adopted in the budget at the division level. For presentation purposes, we have elected to show any deficits at the division level within funds. As of June 30, 2020 there are no divisions with an excess of expenditures over appropriations.

III. Detailed Notes on All Funds

A. Deposits and Investments

The City maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is displayed on the government-wide Statement of Net Position as "Cash and cash equivalents," "Investments," and "Restricted cash and investments."

Deposits

At June 30, 2020, the carrying amount of the City's deposits was $56,873,675 and the bank balance was $59,411,055. The $2,537,280 difference represents deposits in transit, outstanding checks and other reconciling items at June 30, 2020. There is an additional $11,578,833 reported as restricted cash as it is held with paying or fiscal agent on June 30, 2020 for debt service payments due on July 1, 2020.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. Statutes and the City's investment policy require collateral for demand deposits, certificates of deposit, and repurchase agreements at 102 percent of all deposits not covered by federal depository insurance. All investments are either registered in the City's name or are held by a third party in the City's name. All deposits were collateralized at June 30, 2020.

Interest Rate Risk

As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy matches maturities with cash flow dates, unless matched to a specific requirement the City may not invest more than 25 percent of the portfolio for a period greater than three years or any portion of the portfolio for a period greater than 10 years.

At June 30, 2020, the City's investments included the following:

Investment Type	Fair Value	Weighted Average Maturity (in years)
Federal agency notes	$ 22,242,052	3.742
U.S. treasuries	86,701,149	2.534
State investment pool	20,291,151	0.130
Corporate notes	5,671,472	1.805
Total fair value of investments	$ 134,905,824	

Credit Risk

City resolution and Arizona State Statutes authorized the City to invest in obligations of the U.S. Treasury, its agencies and instrumentalities, repurchase agreements, SEC registered money market accounts, certificates of deposit within the top three ratings by a nationally recognized rating agency, and the State of Arizona Local Government Investment Pool (LGIP).

The credit quality ratings of investments as described by nationally recognized Standard and Poor's and Moody's rating service as of June 30, 2020 is as follows:

Investment Type	Fair Value	Moody's Rating	S&P Rating	Percent of Investments
Federal agency notes	$ 22,242,052	AAA	AA+	16.49%
U.S. treasuries	86,701,149	AAA	AA+	64.27%
State investment pool	20,291,151	AAA	AAA f / S1+	15.04%
Corporate notes	5,671,472	AA1/ A1/ A2/ A3	AA+/ A-/ A/BBB+	4.20%
Total	$ 134,905,824			100.00%

Concentration of Credit Risk

The City's investment policy establishes that its investment portfolio, to minimize the risk of loss resulting from over concentration of assets in a specific maturity, specific issuer, or specific class of securities shall not exceed the following. Fully insured or collateralized CD's no more than 25%, US agency securities 100%, State, county, school district and other district municipal bonds or debt with an A rating or better no more than 25%, repurchase agreements 100%, and local government investment pool 100%.

At June 30, 2020, the City's cash and investments included the following:

Carrying amount of investments	$ 134,905,824
Carrying amount of cash deposits	56,873,675
Cash on deposit with paying agent	11,578,833
Cash on hand	13,201
Total pooled cash and investments	$ 203,371,533
Pooled cash, equivalents and investments - unrestricted	$ 168,578,579
Restricted cash and investments	34,792,954
Total pooled cash and investments	$ 203,371,533

Cash and cash equivalents at June 30, 2020 consisted of the following:

Investments included in cash and cash equivalents	$	115,019,109
Carrying amount of unrestricted city deposits		53,546,269
Cash on hand		13,201
Total cash, investments, and cash equivalents per statement of net position	$	168,578,579

Investment income comprises the following for the year ended June 30, 2020:

Net interest and dividends	$	3,001,578
Net increase (decrease) in the fair value of investments		3,573,674
Total net investment income per statement of activities	$	6,575,252

Fair Value Measurement

The net increase in the fair value of investments during fiscal year 2019-2020 was $3,573,674. This amount takes into account all changes in fair value (including purchases and sales) that occurred during the year. The unrealized gain (loss) on investments held at June 30, 2020 was $3,744,611.

In determining fair value, the City uses various valuation approaches within the fair value measurement framework. Fair value measurements are determined based on the assumptions that market participants would use in pricing an asset or liability.

Fair value measurements framework establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Fair value measurements define levels within the hierarchy based on the reliability of inputs as follows:

Level 1 – Valuations based on unadjusted quoted prices for identical assets or liabilities in active markets;
Level 2 – Valuations based on quoted prices for similar assets or liabilities or identical assets or liabilities in less active markets, such as dealer or broker markets; and
Level 3 – Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable, such as pricing models, discounted cash flow models and similar techniques not based on market, exchange, dealer or broker-traded transactions.

The City's investments at June 30, 2020, categorized within the fair value hierarchy detailed above were as follows:

		Fair Value Measurements		
Investments by fair value level:	Total Fair Value	(Level 1)	(Level 2)	(Level 3)
Investment Type				
Federal agency notes	$ 22,242,052	$ -	$ 22,242,052	$ -
U.S. treasuries	86,701,149	3,446,018	83,255,131	-
Corporate notes	5,671,472	-	5,671,472	-
Total investments by fair value level	114,614,673	3,446,018	111,168,655	-
External investment pools measured at fair value				
State Treasurer's Investment Pool	20,291,151			
Total investments	$ 134,905,824			

The State Treasurer's Pool is an external investment pool, the Local Government Investment Pool (Pool 5), with no regulatory oversight. The pool is not required to register (and is not registered) with the Securities and Exchange Commission. The State Board of Investment provides oversight for the State Treasurer's investment pools.

Investments in the State Treasurer's investment pools are valued at the pool's share price multiplied by the number of shares the City held. The fair value of a participant's position in the pools approximates the value of that participant's pool shares.

In previous years, the City recognized a decrease in fair value of $1,473,712 consisting of the City's share of a loss on an investment within the Local Government Investment Pool. The State and numerous other bondholders filed suit against the principals, underwriters, trustees, accountants, and others in May 2003. The case is presently pending litigation. There have been several distributions since June 2006. The distributions include payments from the trustee and settlement proceeds received from pending litigation. The City did not receive a distribution this year and the total recovery to date is $1,126,225.

In previous years, the City recognized a decrease in fair value of $289,104 consisting of the City's share of a loss on an investment within the Local Government Investment Pool relating to Lehman Brothers Chapter 11 filing. The State has filed claims on behalf of the LGIP investors. The City received a distribution this year in the amount of $1,630 and the total recovery to date is $121,928.

B. Receivables

Receivables as of June 30, 2020, including allowances for uncollectible accounts, are as follows:

Fund	Accounts	Interest	Intergov-ernmental	Notes Receivable	Total Receivables
Governmental Activities					
General fund	$ 8,286,730	$ 90,521	$ 722,162	$ -	$ 9,099,413
AZ CARES public safety fund	-	-	6,680,809	-	6,680,809
Highway user revenue fund	639,506	7,982	-	-	647,488
Transportation fund	5,409,747	106,176	859,297	-	6,375,220
Capital projects bond fund	-	1,208	1,000,000	-	1,001,208
Other governmental funds	1,715,230	51,327	300,832	285,800	2,353,189
Less: allowance for uncollectibles	(806,085)	-	-	-	(806,085)
Total government funds	15,245,128	257,214	9,563,100	285,800	25,351,242
Internal services funds	87,107	6,939	-	-	94,046
Total governmental activities	15,332,235	264,153	9,563,100	285,800	25,445,288
Business-type Activities					
Water and Wastewater	4,143,049	107,480	-	-	4,250,529
Stormwater	470,720	8,688	34,678	-	514,086
Environmental services	1,258,932	24,829	12,556	-	1,296,317
Other proprietary funds	113,999	1,770	2,344,502	-	2,460,271
Less: allowance for uncollectibles	(136,000)	-	-	-	(136,000)
Total business-type activities	5,850,700	142,767	2,391,736	-	8,385,203
Total activities	$ 21,182,935	$ 406,920	$ 11,954,836	$ 285,800	$ 33,830,491

C. Capital Assets

A summary of capital asset activity, for the government-wide financial statements, as of June 30, 2020 is as follows:

	Balance July 1, 2019	Increase	Decrease	Transfers In (Out)	Balance June 30, 2020
Governmental activities:					
Non-depreciable assets:					
Land	$ 67,085,800	$ 864,986	$ (105,096)	$ -	$ 67,845,690
Construction-in-progress	14,069,964	26,972,459	(6,455,315)	(2,262,548)	32,324,560
Total non-depreciable assets	81,155,764	27,837,445	(6,560,411)	(2,262,548)	100,170,250
Depreciable assets:					
Buildings	105,569,711	375,854	(102,471)	-	105,843,094
Improvements	23,645,653	1,766,753	(199,642)	-	25,212,764
Machinery and equipment	36,088,030	2,976,912	(1,375,986)	(21,659)	37,667,297
Infrastructure	337,566,867	11,171,378	-	132,301	348,870,546
Total depreciable assets	502,870,261	16,290,897	(1,678,099)	110,642	517,593,701
Accumulated depreciation:					
Buildings	(29,215,508)	(2,294,218)	91,606	-	(31,418,120)
Improvements	(18,541,396)	(1,083,853)	199,642	-	(19,425,607)
Machinery and equipment	(26,180,570)	(1,809,849)	1,370,821	31,532	(26,588,066)
Infrastructure	(181,527,690)	(9,559,151)	1,729	-	(191,085,112)
Total accumulated depreciation	(255,465,164)	(14,747,071)	1,663,798	31,532	(268,516,905)
Governmental activities capital assets, net	$ 328,560,861	$ 29,381,271	$ (6,574,712)	$ (2,120,374)	$ 349,247,046

Less: associated debt	(71,281,158)
Less: unamortized premium	(6,579,973)
Plus: unamortized discount	118,504
Plus: deferred amount on refunding	170,671
Less: construction retainage	(717,339)
Less: capital accounts payable	(2,227,210)
Plus: non-capital related debt, series 2013	1,242,608
Plus: unspent capital related debt, series 2016	1,971,999
Plus: non-capital related debt, series 2016	1,511,400
Plus: unspent capital related debt, series 2020	2,308,886
Net investment in capital assets	$ 275,765,434

	Balance July 1, 2019	Increases	Decreases	Transfers In (Out)	Balance June 30, 2020
Business-type activities:					
Non-depreciable assets:					
Land	$ 14,891,150	$ 495,631	$ -	$ -	$ 15,386,781
Construction-in-progress	23,329,063	8,202,378	(5,509,610)	(132,301)	25,889,530
Total non-depreciable assets	38,220,213	8,698,009	(5,509,610)	(132,301)	41,276,311
Depreciable assets:					
Buildings	106,924,822	66,990	-	-	106,991,812
Improvements	431,600,629	7,130,182	-	2,262,548	440,993,359
Machinery and equipment	50,946,826	3,473,556	(299,196)	21,659	54,142,845
Total depreciable assets	589,472,277	10,670,728	(299,196)	2,284,207	602,128,016
Accumulated depreciation:					
Buildings	(59,968,062)	(2,302,130)	-	-	(62,270,192)
Improvements	(172,776,311)	(8,840,388)	-	-	(181,616,699)
Machinery and equipment	(30,693,935)	(2,217,965)	299,197	(31,532)	(32,644,235)
Total accumulated depreciation	(263,438,308)	(13,360,483)	299,197	(31,532)	(276,531,126)
Business-type activities capital assets, net	$ 364,254,182	$ 6,008,254	$ (5,509,609)	$ 2,120,374	366,873,201
				Less: associated debt	(39,068,093)
				Less: construction retainage	(147,442)
				Less: capital accounts payable	(1,335,732)
				Less: bond premium	(17,185)
				Plus: bond discount	56,287
				Net investment in capital assets	$ 326,361,036

Depreciation expense was charged to the governmental functions in the government-wide financial statements as follows:

Governmental Activities:	
General government	$ 530,012
Public safety	1,486,354
Public works	581,827
Economic and physical development	348,181
Culture and recreation	2,171,651
Highway and streets	9,629,046
Total depreciation expense - governmental activities	$ 14,747,071

D. Interfund Receivables, Payables, and Transfers

Interfund Receivables and Payables

Net interfund receivables and payables between governmental activities and business-type activities of $2,562,418 are included in the government-wide financial statements at June 30, 2020. The interfund balances at June 30, 2020 are short-term loans to cover temporary cash deficits in various funds. This occasionally occurs prior to bond sales or grant reimbursements. All interfund balances outstanding at June 30, 2020 are expected to be repaid within one year.

The following interfund receivables and payables are included in the fund financial statements at June 30, 2020:

Fund	Interfund Receivables	Interfund Payables
Governmental Activities:		
General fund	$ 10,970,745	$ 8,959
AZ CARES Public Safety fund	-	6,681,000
Capital projects	-	2,222,000
Nonmajor governmental funds	-	118,000
Total governmental activities	10,970,745	9,029,959
Business-type Activities:		
Nonmajor proprietary funds	8,959	1,949,745
Total business-type activities	8,959	1,949,745
Total governmental and business-type activities	$ 10,979,704	$ 10,979,704
Less: fund eliminations	(9,038,918)	
Adjustment for internal service fund elimination	621,632	
Total government-wide statement of net position	$ 2,562,418	

Transfers

The net transfers of ($2,059,465) from governmental activities to business-type activities on the government-wide statement of activities are primarily capital assets and other operational. The transfer of $325,000 from the general fund to the capital projects bond fund was for construction of the Courthouse, there were no other significant transfers during fiscal year 2019-2020 that were either non-routine in nature or inconsistent with the activities of the fund making the transfer. The following transfers are reflected in the fund financial statements for the year ended June 30, 2020:

Fund	Transfers Out	Transfers In
Governmental Activities:		
General fund	$ 2,426,040	$ 3,702,539
Highway user revenue fund	13,000	8,320,038
Transportation fund	8,239,492	-
Capital projects bond construction	-	325,000
Nonmajor governmental funds	10,665,434	9,057,298
Total governmental activities	21,343,966	21,404,875
Business-type Activities:		
Water and wastewater fund	16,022	7,680
Stormwater fund	224,726	-
Environmental services fund	250,638	225,797
Nonmajor business-type funds	-	197,000
Total business-type activities	491,386	430,477
Total governmental and business-type activities	$ 21,835,352	$ 21,835,352
Less: fund eliminations	(21,774,443)	
Less: net capital assets transfer	(2,120,374)	
Total government-wide statement of activities	$ (2,059,465)	

The business-type activities transferred $142,174 of capital assets to governmental activities and the governmental activities transferred $2,262,548 to business-type activities for a consolidated net total of $2,120,374 in capital assets to the government wide financials. The BBB fund transferred $3,422,879 to the general fund for its share of the operating cost of the services performed by general fund divisions and sections. The transportation fund transferred $8,102,992 to the highway user revenue fund for the transportation fund's portion of capital projects and debt service expenditures. The general fund transferred $1,596,313 to the library fund for the City's share of expenditures for the libraries within the City limits. The general obligation bond fund received a $7,014,985 transfer from the secondary property tax revenue fund for payment of debt service.

E. Leases

Operating Leases Expenditures

The City leases library space under non-cancellable operating leases. The non-cancellable lease is for the East Flagstaff Library. The initial intergovernmental agreement was dated September 10, 2002, and was amended on September 8, 2008, to reflect an ending date of June 30, 2017. The agreement had an automatic renewal for an additional two years, terminating on June 30, 2019. On January 16, 2020 the agreement was renewed until June 20, 2024. If neither party sent a written notice of intent to terminate to the other party at least 180 days prior to the expiration of the initial term. At this time, the operating lease expenditures are $100,163 for FY 2019–2020, increasing by 7.5% for two years, then increasing by another 2.5% for two years.

Operating Lease Expenditures

Year Ending June 30	East Flagstaff Library
2020	$ 100,163
2021	107,676
2022	115,752
2023	118,646
2024	121,612
Total	$ 563,849

In addition, the City has entered into several operating lease agreements, with cancellation provisions, for the purpose of leasing office space and land. Lease expenditures for these items for the period ending June 30, 2020 were $200,306 (cancelable and non-cancelable), including the East Flagstaff Library.

Operating Lease Revenues

The City leases several City-owned buildings under cancellable and non-cancellable agreements. Certain leases contain provisions for future rate increases based on changes in the consumer price index. Total revenue for fiscal year 2019-2020 was $1,474,631. The City currently has three leases with non-cancellable terms as well as future cancellable terms that are for the USGS buildings 3, 4/5 and 6, which are guaranteed thru the dates indicated below. The table on the following page represents the future minimum lease receivable from the lease with non-cancellable terms. The amounts shown include revenue related to the asset and the operational expenses.

The USGS lease extension for Building 3 to December 31, 2021 was approved by City Council. The terms for the USGS Lease for Buildings 4/5 had the first two years firm, and the remaining lease, from January 1, 2017 to December 31, 2019, and has been extended to December 31, 2021 on a month-to-month basis with a required thirty (30) day notice for cancellation. The USGS lease renewal for Building 6 was taken to City Council for the lease effective date of August 01, 2017. The terms were approved for the twenty (20) year lease, of which ten (10) years are firm and ten (10) years are month-to-month, with a sixty (60) day notice of lease cancellation required for the month-to-month portion of the lease. The debt for Building 6 has been paid off in full, resulting in a decrease in lease payments from the USGS to the City of Flagstaff.

USGS Operating Lease Revenues:

Year Ending June 30	Non-Cancellable USGS Building 3	Non-Cancellable USGS Building 6
2020	$ 334,675	$ 294,751
2021	334,002	293,700
2022	167,001	293,700
2023	-	293,700
2024	-	293,700
2025	-	293,700
2026	-	293,700
2027	-	24,474
	$ 835,678	$ 2,081,425

In addition, the Airport fund has several leases under cancellable agreements. The leases are for terminal space, hangars, shades, tie downs, ground leases, rental car agencies and a cafe. Lease revenue in the Airport fund for fiscal year 2019-2020 was $1,495,067.

F. Long-Term Debt

General Obligation Debt

The City of Flagstaff issues general obligation debt to provide funds for the acquisition and construction of major capital facilities. General obligation debt has been issued for both governmental and business-type activities.

General obligation debt are direct obligations and pledge the full faith and credit of the government. The water and wastewater general obligation debt is a water infrastructure and finance authority note backed by the ultimate taxing power and general revenues of the City; however, the debt is carried as a liability of the water and wastewater fund to reflect the intention of the City to retire those bonds from resources in the water and wastewater funds.

General obligation debt outstanding at June 30, 2020:

Purpose	Amount
Governmental activities	$ 40,587,697
Governmental activities - advance refunding	4,305,000
Business-type activities	1,091,795
Total general obligation debt outstanding	$ 45,984,492

General obligation debt at June 30, 2020 consist of the following individual issues:

Governmental activities:		
$3,952,287 Public safety communications, series 2011 due in annual installments of $289,956 to $446,582 through July 1, 2021; interest rate at 2.4%. Construction related to public safety communication system.	$	882,697
$12,845,000 Capital projects, series 2011 due in annual installments of $335,000 to $2,320,000 through July 1, 2020; interest rate at 1.0% to 4.0%. Construction related to fire facilities, streets and utility improvements and public safety communication system.		1,465,000
$11,460,000 Capital projects, series 2013 due in annual installments of $560,000 to $950,000 through July 1, 2028; interest rate at 1.625% to 4.000%. Construction related to forest initiative, streets and utility improvements and open space/Flagstaff Urban Trail System.		7,460,000
$6,600,000 Capital projects, series 2014A due in annual installments of $200,000 to $460,000 through July 1, 2034; interest rate at 1.5% to 5.0%. Construction related to parks and recreation facilities improvements and land purchase for open space/Flagstaff Urban Trail System.		5,345,000
$8,270,000 Capital projects, series 2014B partial refunding of series 2006 due in annual installments of $1,940,000 to $2,205,000 through July 1, 2021; interest rate at 3.0% to 5.0%. Construction related to recreation facilities, fire facilities and equipment and open space acquisition.		4,305,000
$16,105,000 Capital projects, series 2016 due in annual installments of $565,000 to $1,090,000 through July 1, 2036; interest rate at 3.0% to 4.0%. Construction related to open space acquisition, core services maintenance facilities, and forest health and water supply protection project.		14,345,000
$11,090,000 Capital projects, series 2020 due in annual installments of $585,000 to $4,175,000 through July 1, 2028; interest rate at 4.0% to 5.0%. Construction related to courthouse building and public safety communication systems.		11,090,000
Total governmental activities		44,892,697
Business-type activities:		
$1,633,933 Water infrastructure finance authority, due in annual installments of $61,745 to $107,043 through July 1, 2031; interest at 3.104%. Original amount $1,833,828 less deobligated amount of $199,895. Red Gap Wells.		1,091,795
Total business-type activities		1,091,795
Total General Obligation Debt	$	45,984,492

Annual debt service requirements to maturity for general obligation debt are as follows:

Year Ending June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2021	$ 5,606,115	$ 1,674,054	$ 76,477	$ 31,515
2022	5,561,581	1,505,109	78,851	29,068
2023	5,875,000	1,251,675	81,298	26,544
2024	4,270,000	1,013,900	83,822	23,943
2025	2,435,000	867,375	86,423	21,260
2026-2030	11,930,000	2,884,976	474,061	63,056
2031-2035	6,990,000	1,166,200	210,863	3,322
2036-2037	2,225,001	89,899	-	-
	$ 44,892,697	$ 10,453,188	$ 1,091,795	$ 198,708

Statutory Debt Limitation

Under the provisions of the Arizona Constitution, outstanding general obligation bonded debt for combined water, wastewater, electric, parks and open space, streets and public safety purposes may not exceed 20 percent of the City of Flagstaff's net secondary assessed valuation, nor may outstanding general obligation bonded debt for all other purposes exceed 6 percent of the City's net secondary assessed valuation.

The City's computation of legal debt margins available for creation of additional debt at June 30, 2020 was $185,153,018 and $55,545,905 for the 20 percent and 6 percent debt limits, respectively. Also, see Schedule 16 in the Statistical Section for related information.

Revenue Bonds

Greater Arizona Development Authority revenue bonds are issued specifically for the purpose of constructing public infrastructure projects. These bonds have state shared revenue pledged as a repayment revenue stream. These bonds funded the Business Incubator building.

In fiscal year 2004-2005, the MFC issued $25 million in bonds for the construction of the Fourth Street Overpass on land owned by the City. The City will make lease payments equal to the debt service on both issues and will obtain legal title upon payment in full of the bonds. The City has collateralized the contracts payable to the MFC by a pledge of the City's state shared revenues which are comprised of sales and income taxes imposed and collected by the State and distributed to counties and municipal governments pursuant to law and State revenue sharing which the City presently or in the future receives from the State and which are not earmarked by the State for a contrary or inconsistent purpose.

On July 20, 2016 the City issued $8,930,000 in pledged revenue obligations, Series 2016 and on June 21, 2018 the City issued $9,700,000 in pledged revenue obligations, Series 2018, for Road Repair/Street Safety Projects. The payments will be payable from and secured by a lien on Excise Tax Revenues. "Excise Tax Revenues" are revenues from the restricted transaction privilege tax of 0.33% ($0.0033) approved at an election held in and for the City on November 4, 2014 (the "Election"), which will expire on December 31, 2034 (the "Road Repair/Street Safety Rate"). The Election authorized bonds payable from the Road Repair/Street Safety Rate in an amount not to exceed $20,000,000.

On August 29, 2017 the City issued $17,129,000 in direct placement utility revenue refunding obligations, Series 2017, for water and wastewater improvements. The City has pledged net revenues of the utility system for payment of all amounts due, and the repayment of these amounts are secured by a lien on and pledge of net revenues for the water and wastewater fund. Outstanding utility revenue refunding obligations are $15,165,000 on June 30, 2020.

On June 20, 2019 the City issued $9,585,000 in direct placement utility system revenue obligations, Series 2019, for water and wastewater improvements. The City has pledged net revenues of the utility system for payment of all amounts due, and the repayment of these amounts are secured by a lien on and pledge of net revenues for the water and wastewater fund. Outstanding utility revenue refunding obligations are $9,585,000 on June 30, 2020.

The City's outstanding revenue refunding bonds and revenue bonds related to business-type activities contain a provision that whenever a purchase event of default shall have occurred and be continuing, the seller shall, but only if requested by the trustee, have the right to take any action permitted or required pursuant to this agreement and to take whatever other action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due on their scheduled payment dates or to enforce the performance and observance of any duty, covenant, obligation or agreement of the City hereunder, including, without limitation, appointment of a receiver of the system, however, under no circumstances may amounts due hereunder be accelerated.

Revenue bonds outstanding at June 30, 2020:

Purpose	Amount
Governmental activities	$ 19,015,000
Governmental activities - partial advance refunding	2,165,000
Business-type activities	9,585,000
Business-type activities - advance refunding	15,165,000
Total revenue bonds outstanding	$ 45,930,000

Revenue bonds at June 30, 2020 consist of the following individual issues:

Governmental activities:		
$3,370,000 Greater Arizona Development Authority revenue bonds, series 2010A, due in annual installments of $50,000 to $240,000 through August 1, 2030; interest at 2.0% to 4.625%. Business incubator construction.	$	2,140,000
$12,530,000 Fourth Street pledged revenue refunding bonds, series 2012 due in annual installments of $695,000 to $2,165,000 through July 1, 2020; interest at 3.0% to 5.0%. Street and bridge infrastructure.		2,165,000
$8,930,000 Road Repair Street Safety pledged refunding bonds, series 2016 due in annual installments of $450,000 to $735,000 through July 1, 2032; interest at 2.0% to 4.0%. Repair of existing streets and roadways.		7,535,000
$9,700,000 Road Repair Street Safety pledged revenue bonds, series 2018 due in annual installments of $360,000 to $1,450,000 through July 1, 2034; interest at 2.0% to 4.25%. Repair of existing streets and roadways.		9,340,000
Total governmental activities		21,180,000
Business-type activities:		
$17,129,000 Utility revenue refunding obligations, series 2017 due in annual installments of $957,000 to $2,364,000 through July 1, 2027; interest at 1.99%. Water and wastewater improvements.		15,165,000
$9,585,000 Utility revenue obligations, series 2019 due in annual installments of $355,000 to $835,000 through July 1, 2034; interest at 2.41%. Water and wastewater improvements.		9,585,000
Total business-type activities		24,750,000
Total Revenue Bonds	$	45,930,000

Annual debt service requirements to maturity for revenue bonds are as follows:

Year Ending June 30	Governmental Activities		Business-type Activities Direct Placement	
	Principal	Interest	Principal	Interest
2021	$ 3,175,000	$ 763,814	$ 1,548,000	$ 516,172
2022	1,050,000	685,493	2,982,000	468,494
2023	1,085,000	647,476	2,879,000	407,699
2024	1,125,000	602,843	2,652,000	350,073
2025	1,170,000	556,494	2,325,000	298,294
2026-2030	6,610,000	2,014,736	8,429,000	827,450
2031-2035	6,965,000	654,370	3,935,000	243,110
Total	$ 21,180,000	$ 5,925,226	$ 24,750,000	$ 3,111,292

Other Debt

Certificates of Participation

On February 5, 2020 the City issued $3,845,000 in capital lease certificates of participation, Series 2020 for the Courthouse Facility. Principal and interest on the bonds are payable from capital lease payments and are not considered general obligations of the City. They are appropriated along with all other expenditures of the general government.

On June 21, 2018 the City issued $3,880,000 in capital lease certificates of participation, Series 2018 for the Core Services Facility. Principal and interest on the bonds are payable from capital lease payments and are not considered general obligations of the City. They are appropriated along with all other expenditures of Solid Waste.

Certificates of participation bonds outstanding at June 30, 2020:

Purpose	Amount
Governmental activities	$ 3,845,000
Business-type activities	3,795,000
Total certificates of participation outstanding	$ 7,640,000

Certificates of participation at June 30, 2020 consist of the following individual issues:

Governmental activities:	
$3,845,000 Certificates of participation, series 2020 due in annual installments of $100,000 to $220,000, through July 1, 2045; interest at 3.0% to 5.0%. Construction of courthouse building.	$ 3,845,000
Total governmental activities	3,845,000
Business-type activities:	
$3,880,000 Certificates of participation, series 2018 due in annual installments of $85,000 to $240,000 through July 1, 2043; interest at 3.0% to 3.125%. Core Services facility.	3,795,000
Total business-type activities	3,795,000
Total Certificates of Participation	$ 7,640,000

Annual debt service requirements to maturity for certificates of participation debt are as follows:

Year Ending	Governmental Activities		Business-type Activities	
June 30	Principal	Interest	Principal	Interest
2021	$ 100,000	$ 120,578	$ 90,000	$ 124,844
2022	105,000	118,875	95,000	122,068
2023	105,000	115,725	95,000	119,219
2024	110,000	112,500	100,000	116,294
2025	115,000	109,125	105,000	113,219
2026-2030	625,000	486,375	590,000	516,819
2031-2035	765,000	348,275	825,000	406,647
2036-2040	885,000	223,575	980,000	254,759
2041-2045	1,035,000	79,575	915,000	67,878
Total	$ 3,845,000	$ 1,714,603	$ 3,795,000	$ 1,841,747

The following is a summary of debt service requirements, including interest requirements, to maturity for long-term debt at June 30, 2020:

Fiscal Year	General Obligation Debt	Revenue Bonds	Certificates of Participation	Total
2020-2021	$ 7,388,161	$ 6,002,986	$ 435,422	$ 13,826,569
2021-2022	7,174,609	5,185,987	440,943	12,801,539
2022-2023	7,234,517	5,019,175	434,944	12,688,636
2023-2024	5,391,665	4,729,916	438,794	10,560,375
2024-2025	3,410,058	4,349,788	442,344	8,202,190
2025-2026	3,399,075	4,341,422	435,743	8,176,240
2026-2027	3,396,528	4,349,676	438,994	8,185,198
2027-2028	3,392,251	4,102,172	437,019	7,931,442
2028-2029	3,423,598	2,544,938	438,519	6,407,055
2029-2030	1,740,641	2,542,978	467,919	4,751,538
2030-2031	1,739,943	2,543,339	466,469	4,749,751
2031-2032	1,737,242	2,311,364	470,894	4,519,500
2032-2033	1,630,500	2,307,436	471,137	4,409,073
2033-2034	1,633,500	2,316,713	470,969	4,421,182
2034-2035	1,629,200	2,318,628	465,453	4,413,281
2035-2036	1,157,200	-	469,503	1,626,703
2036-2037	1,157,700	-	468,031	1,625,731
2037-2038	-	-	466,119	466,119
2038-2039	-	-	468,806	468,806
2039-2040	-	-	470,875	470,875
2040-2041	-	-	467,397	467,397
2041-2042	-	-	468,497	468,497
2042-2043	-	-	469,084	469,084
2043-2044	-	-	469,175	469,175
2043-2044	-	-	223,300	223,300
Less interest	(10,651,896)	(9,036,518)	(3,556,350)	(23,244,764)
	$ 45,984,492	$ 45,930,000	$ 7,640,000	$ 99,554,492

Authorized and Issued Debt

The voters of the City authorize capital projects and the related debt mechanism to finance these capital projects. On May 18, 2004, voters approved $47.4 million for various capital projects and $46.6 million for future water rights and production. As of June 30, 2020, $2.8 million remains unissued for capital projects and $.6 million remains unissued for future water rights and production. On November 2, 2010, voters approved $21.2 million for public safety communication system and various street and utilities improvements. As of June 30, 2020, all related debt has been issued. On November 6, 2012, voters approved $24.0 million for a Core Service Maintenance Facility and Forest Health and Watershed Protection. As of June 30, 2020, all related debt has been issued. On November 8, 2016, voters approved $12.0 million for a Courthouse Facility. As of June 30, 2020, all related debt has been issued.

Loans Payable

The City of Flagstaff has various loan agreements with the Water and Wastewater Infrastructure Finance Authority (WIFA) of Arizona Revolving Fund Loan Program for the acquisition and construction of water and wastewater facilities and obtaining water rights.

Loans outstanding as of June 30, 2020:

Purpose	Amount
Business-type activities	$ 6,884,090
	$ 6,884,090

Loan payables at June 30, 2020 consist of the following individual financing options:

Business-type activities:	
Water and wastewater:	
$8,500,000 Water infrastructure finance authority due in annual installment of $377,927 to $591,940 through July 1, 2028; interest at 3.810%, as adjusted on 12/7/12. Water production improvements and acquisition.	$ 4,608,777
$2,100,000 Water infrastructure finance authority due in annual installment of $92,862 to $138,320 through July 1, 2029; interest at 3.113%. Amount issued to date $1,550,712. Remaining available $594,288. Water feasibility study.	1,209,666
$232,500 Water infrastructure finance authority due in annual installment of $10,374 to $15,054 through July 1, 2029; interest at 2.905%. Well improvements.	132,782
$594,950 Water infrastructure finance authority due in annual installment of $24,531 to $33,603 through July 1, 2029; interest at 2.45%. Original amount issued $1,000,000, amount deobligated $405,050. Well infrastructure improvements.	302,080
$1,100,000 as amended 10/02/09, $800,000 Water infrastructure finance authority due in annual installment of $51,224 to $70,168 through July 1, 2029; interest at 2.45%. Amount issued to date $1,100,000. Local aquifer study.	630,785
Total water and wastewater	6,884,090
Total Loans Payable	$ 6,884,090

Annual debt service requirements to maturity for loan payables are as follows:

Year Ending June 30	Business-type Activities	
	Principal	Interest
2021	$ 638,964	$ 217,586
2022	661,335	194,415
2023	684,507	170,417
2024	708,505	145,561
2025	733,361	119,816
2026-2030	3,457,418	202,883
Total	$ 6,884,090	$ 1,050,678

Obligations under Capital Leases

Capital lease agreements related to governmental activities consist of renewable energy solar equipment of $631,866 (net of accumulated depreciation), copy machine of $54,621 (net of accumulated depreciation), and parking meter assets of $676,974 (net of accumulated depreciation). Capital lease agreements related to business-type activities consist of airport hangars of $910,954 (net of accumulated depreciation), compactor $430,239 (net of accumulated depreciation) and renewable energy solar equipment of $1,206,013 (net of accumulated depreciation).

These lease agreements generally require annual payments and the lease terms vary from five to twenty-one years. The lease agreements qualify as capital leases for accounting purposes and, therefore have been recorded at the present value of their future minimum lease payments as of the date of inception.

Year Ending June 30	Governmental Activities	Business-type Activities
2021	$ 232,592	$ 559,093
2022	230,773	560,363
2023	204,122	557,555
2024	204,839	403,164
2025	201,643	281,195
2026-2029	440,840	512,085
Total future minimum lease payments	1,514,809	2,873,455
Less: interest costs	(151,348)	(326,249)
Present value of future minimum lease payments	$ 1,363,461	$ 2,547,206

Pledged Revenues

The City has pledged future water and wastewater utility revenues to repay Water Infrastructure Financing Authority loans issued during the period of 1992-2015. The various bonds were issued for the purchase or construction of various water or wastewater infrastructure including wells, water distribution lines, wastewater collection lines and treatment plant improvements. At June 30, 2020, $23,140,885 remains outstanding to be repaid by future water and wastewater revenues, if such revenues prove insufficient, the remainder will be repaid as a general obligation of the City. For the fiscal year ended June 30, 2020, net revenue available for service of this debt was $11,294,409. The debt principal and interest paid in fiscal year 2019-2020 equal $4,706,726 (41.67% of available pledged net revenues). For additional information on pledged revenues related to revenue bonds, refer to Schedule 17 in the Statistical Section of this report.

The City has pledged certain revenues for the repayment of $25,000,000 in Municipal Facility Corporation bonds issued in 2004. The bonds were issued to construct transportation infrastructure. The bonds have a senior lien on the 0.16% transportation sales tax and a secondary lien on the excise taxes and state shared revenues not specifically reserved by law or other regulation to be expended for other purposes. On March 21, 2012 a partial advance refunding of $12,530,000 was completed on the 2004 bonds and replaced with pledged revenue refunding bonds series 2012, holding the 2004 bonds senior. At June 30, 2020, $2,165,000 remains outstanding to be repaid by future revenues. For the fiscal year ended June 30, 2020, net revenues available for service of the debt were $39,661,897. The debt principal and interest paid in fiscal year 2019-2020 was $2,216,725 (5.59% of available pledged net revenues). For additional information on pledged revenues for MFC transportation bonds, refer to Schedule 17 in the Statistical Section of this report.

The City has pledged certain revenues for the repayment of $3,370,000 Greater Arizona Development Authority (GADA) revenue bonds issued in 2011 for the construction of a business incubator facility at the U.S. Geological Survey Campus. The bonds are secured by a pledge of the City's state shared revenues not specifically reserved by law or other regulation to be expended for other purposes. At June 30, 2020, $2,140,000 remains outstanding to be repaid by future revenues. For the fiscal year ended June 30, 2020, net revenues available for the service of this debt were $14,749,282. The debt principal and interest paid in fiscal year 2019-2020 was $247,688 (1.68% of available pledged net revenues). For additional information on pledged revenues for GADA revenue bonds, refer to Schedule 17 in the Statistical Section of this report.

The City has pledged certain revenues for the repayment of $8,930,000 in Road Repair/Street Safety pledged revenue obligation bonds issued in 2016 and $9,700,000 issued in 2018. The bonds were issued to construct street improvements and the ongoing preservation of street conditions inside the City limits. The bonds have a senior lien on the 0.33% excise tax revenues. At June 30, 2020, $16,875,000 remains outstanding to be repaid by future revenues. For the fiscal year ended June 30, 2020, net revenues available for service of the debt were $5,520,998. The debt interest paid in fiscal year 2019-2020 was $1,486,663 (26.93% of available pledged net revenues). For additional information on pledged revenues for the bonds, refer to Schedule 17 in the Statistical Section of this report.

Changes in Long-term Liabilities

Liquidation of compensated absences, other postemployment benefits and net pension liability for governmental funds has been made out of the General, Library, HURF, BBB, Library and FMPO funds. Non-current liability activity for the year ended June 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Bonds payable:					
General obligation bonds	$ 39,413,590	$ 11,090,000	$ (5,610,893)	$ 44,892,697	$ 5,606,115
Revenue bonds	24,250,000	-	(3,070,000)	21,180,000	3,175,000
Certificates of participation	575,000	3,845,000	(575,000)	3,845,000	100,000
Total bonds payable	64,238,590	14,935,000	(9,255,893)	69,917,697	8,881,115
Capital leases	1,594,034	-	(230,573)	1,363,461	194,427
Bond premium	5,659,097	1,628,687	(707,811)	6,579,973	733,286
Bond discount	(118,504)	-	-	(118,504)	(2,411)
Compensated absences	4,240,407	2,241,313	(1,810,082)	4,671,638	2,036,451
Other postemployment benefits	7,780,823	3,389,554	(4,662,846)	6,507,531	-
Net pension liabilty	141,042,733	35,763,775	(32,076,501)	144,730,007	-
Claims and judgements	216,089	301,491	(273,189)	244,391	2,493
Governmental activities long-term liabilty	$ 224,653,269	$ 58,259,820	$ (49,016,895)	$ 233,896,194	$ 11,845,361
Business-type activities:					
Bonds payable:					
General obligation debt	$ 1,165,969	$ -	$ (74,174)	$ 1,091,795	$ 76,477
Revenue bonds - direct placement	25,707,000	-	(957,000)	24,750,000	1,548,000
Certificates of participation	3,880,000	-	(85,000)	3,795,000	90,000
Total bonds payable	30,752,969	-	(1,116,174)	29,636,795	1,714,477
Water loan payable	7,501,454	-	(617,362)	6,884,092	638,964
Wastewater loan payable	2,515,969	-	(2,515,969)	-	-
Capital lease payable	2,980,912	-	(433,706)	2,547,206	455,351
Total loan and leases payable	12,998,335	-	(3,567,037)	9,431,298	1,094,315
Bond premium	18,209	-	(1,024)	17,185	1,779
Bond discount	(56,287)	-	-	(56,287)	-
Compensated absences	701,522	469,525	(327,609)	843,438	399,054
Other postemployment benefits	1,844,332	803,880	(1,105,863)	1,542,349	-
Net pension liabilty	15,585,512	3,942,229	(4,419,021)	15,108,720	-
Landfill closure/postclosure	14,948,378	472,625	-	15,421,003	-
Business-type activities long-term liability	$ 76,792,970	$ 5,688,259	$ (10,536,728)	$ 71,944,501	$ 3,209,625

IV. Other Information

A. Risk Management

The City is exposed to various risks of loss related to torts and public officials' errors and omissions. The City purchases commercial insurance to cover these losses. However, $75,000 of each claim resulting in a loss is retained by the City. The City provides for the self-insurance retention in the internal service fund. Outstanding claims as of June 30, 2020 have potential exposure to the City of approximately $244,391 based on the requirements of Governmental Accounting Standards Board Statement Number 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The City uses an application of historical experience to determine claims payable. However, due to the preliminary status of the claims, no determination can be made as to the likelihood, if any, of an unfavorable outcome. The net position of the Internal Service Fund is designated for future losses related to the self-insurance retention. Settled claims have not exceeded commercial coverage in the last three fiscal years.

Fiscal Year	Beginning of Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	End of Year Liability
2018-2019	$ 258,690	$ 135,593	$ 178,194	$ 216,089
2019-2020	216,089	301,491	273,189	244,391

The City of Flagstaff participates in a risk sharing pool for employee health care, through the Northern Arizona Public Employees Trust, a public entity risk pool. Members do not bear any risk of loss. The overall experience rating of the trust determines premium charges.

B. Commitments and Contingent Liabilities

The City is involved in litigation arising in the ordinary course of its operations. The City believes that its ultimate liability, if any, in connection with these matters will not have a material adverse effect on the City's financial position, changes in financial position, or liquidity. See Schedule 23 in the Statistical Section for further information related to the City's insurance coverage.

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

The following table presents the City's construction commitments and encumbrances as of June 30, 2020:

Capital Project Program Classification	Spent to Date	Remaining Commitment
Buildings	$ 13,745,210	$ 5,575,301
Streets	7,443,365	7,649,683
Water	2,477,512	3,039,547
Wastewater	1,177,632	396,163
Stormwater	2,529,312	1,033,454
Other land improvements	314,691	1,360,495
Total Construction Commitments	$ 27,687,722	$ 19,054,643

Outstanding Encumbrances at June 30, 2020:	
Governmental Activities:	
General fund	$ 1,058,652
HURF fund	822,319
Capital projects bond fund	1,020,581
Nonmajor government funds	447,816
Total governmental activities	3,349,368
Business-type Activities:	
Water and wastewater fund	204,097
Stormwater fund	69,990
Environmental services fund	578,663
Airport fund	775,072
Total business-type activities	1,627,822
Total governmental and business-type activities	$ 4,977,190

C. Retirement, Pension and OPEB Plans

All full-time employees of the City are covered by one of three pension plans. The Arizona State Retirement system is for the benefit of the employees of the state and certain other governmental jurisdictions. All full-time City employees, except sworn fire and police personnel, are included in the Arizona State Retirement System. Sworn police and fire personnel participate in the Public Safety Retirement System. In addition, the Mayor and City Council members are covered by the State's Elected Officials Plan.

Plan Descriptions

The City contributes to the three plans described below. Benefits are established by state statute and generally provide retirement, death, long-term disability, survivor and health insurance premium benefits. The plans are component units of the State of Arizona.

The *Arizona State Retirement System* (ASRS) administers a cost-sharing multiple-employer defined benefit pension plan that covers general employees of the City. The ASRS is governed by the Arizona State Retirement System Board according to the provisions of A.R.S. Title 38, Chapter 5, and Article 2 and 2.1.

The *Public Safety Personnel Retirement System* (PSPRS) administers agent and cost-sharing multiple-employer defined benefit pension plans and agent and cost sharing multiple-employer defined benefit health insurance premium benefit (OPEB) plans that covers public safety personnel who are regularly assigned hazardous duty as employees of the State of Arizona or one of its political subdivisions. The PSPRS, acting as a common investment and administrative agent, is governed by a nine-member board, known as The Board of Trustees, and the participating local boards govern the PSPRS according to the provisions of A.R.S. Title 38, Chapter 5, Article 4. Employees who were PSPRS members before July 1, 2017, participate in the agent plans, and those who became PSPRS members on or after July 1, 2017, may participate in the Public Safety Personnel Defined Contribution Retirement Plan (PSPDCRP) or participate in the cost-sharing plans (PSPRS Tier 3 Risk Pool) which are not further disclosed because of their relative insignificance to the County's financial statements.

The *Elected Officials Retirement Plan* (EORP) is a cost-sharing multiple-employer defined benefit pension plan and a cost-sharing, multiple-employer defined benefit health insurance premium benefit (OPEB) plan that covers elected officials and judges of certain state and local governments who were members of the plan on December 31, 2013. This plan was closed to new members as of January 1, 2014. The EORP is governed by Board of Trustees of the PSPRS according to the provisions of A.S.R. Title 38, Chapter 5, and Article 3.

Each plan issues a publicly available financial report that includes its financial statements and required supplementary information. A report can be obtained by writing or calling the applicable plan.

ASRS
3300 N. Central Ave.
P.O. Box 33910
Phoenix, AZ 85067-3910
(602) 240-2200/ (800) 621-3778
www.azasrs.gov

PSPRS and EORP
3010 E. Camelback Rd.
Suite 200
Phoenix, AZ 85016-4416
(602) 255-5575
www.psprs.com

At June 30, 2020, the City reported the following aggregate amounts related to pensions and OPEB for all plans to which it contributes:

Statement of Net Position and Statement of Activities as of June 30, 2020:

	Governmental Activities	Business-type Activities	Total
Net OPEB asset	$ (1,320,973)	$ -	$ (1,320,973)
Net OPEB liabilities	6,507,531	1,542,349	8,049,880
Net pension liabilities	144,730,007	15,108,720	159,838,727
Deferred outflows of resources	29,233,167	2,470,483	31,703,650
Deferred inflows of resources	(8,529,543)	(2,445,888)	(10,975,431)
Pension /OPEB expense	17,708,388	1,600,969	19,309,357

The City reported accrued employee benefits of $2,297 for governmental activities and $4,662 for business-type activities as related to outstanding pension contribution amounts payable to all pension plans for the year ended June 30, 2020.

Several of the OPEB plans related to ASRS and PSPRS did not have significant financial impact and therefore were not reported.

Arizona State Retirement System (ASRS)

Funding Policy

The Arizona State Legislature establishes and may amend active plan members' and the City's contribution rates.

Benefits Provided

The ASRS provides retirement, health insurance premium supplement, long-term disability, and survivor benefits. State statute establishes benefits terms. Retirement benefits are calculated on the basis of age, average monthly compensation, and served credit as follows:

Initial Membership Date:	Before July 1, 2011	On or After July 1, 2011
Years of service and age required to receive benefit	Sum of years, and age equals 80	30 years, age 55
	10 years, age 62	25 years, age 60
	5 years, age 50*	10 years, age 62
	Any years, age 65	5 years, age 50*
		Any years, age 65
Final average salary is based on	Highest 36 months of last 120 months	Highest 60 months of last 120 months
Benefit percent per year of service	2.1% to 2.3%	2.1% to 2.3%
	*With actuarially reduced benefits	

Retirement benefits for members who joined the ASRS prior to September 13, 2013, are subject to automatic cost-of-living adjustments based on excess investment earnings. Members with a membership date on or after September 13, 2013, are not eligible for cost-of-living adjustments. Survivor benefits are payable upon a members' death. For retired members, the survivor benefit is determined by the retirement benefit option chosen. For all other members, the beneficiary is entitled to the members' account balance that includes the members' contribution and employer's contributions, plus interest earned.

Contributions

For the year ended June 30, 2020, active ASRS members were required by statute to contribute at the actuarially determined rate of 12.11% (11.94% retirement and 0.17% long-term disability) of the members' annual covered payroll and the City was required by statute to contribute at the actuarially determined rate of 12.11% (11.45 % retirement, 0.49% for health insurance premium, and 0.17% long-term disability) of the active members' annual covered payroll. In addition, the City was required by statute to contribute at the actuarially determined rate of 10.41% (10.29% for retirement, 0.05% for health and 0.07% for long-term disability) of annual covered payroll of retired members who worked for the City in positions that would typically be filled by an employee who contributes to the ASRS. The City's contributions to the ASRS pension plan for the year ended June 30, 2020 was $3,795,108 inclusive of Housing Authority.

During fiscal year 2019-2020, the City paid for ASRS pension contributions 74% from governmental funds and 26% from enterprise funds.

Pension Liability

At June 30, 2020, the City reported a liability of $44,383,959 for its proportionate share of the ASRS net pension liability. The net pension liability was measured as of June 30, 2019. The total pension liability used to calculate the net pension liability was determined using update procedures to roll forward the total pension liability from an actuarial valuation as of June 30, 2018, to the measurement date of June 30, 2019.

The City's reported liability at June 30, 2020 decreased by $2,101,056 from the City's prior year liability of $46,485,015 due to changes in the ASRS net pension liability and the City's proportionate share of that liability. The ASRS publicly available financial report provided details on the change in the net pension liability.

The City's proportion of the net pension liability was based on the City's actual contributions to the plan relative to the total of all participating employers' contributions for the year ended June 30, 2019. The City's proportion measured as June 30, 2019, was .3050%, which was a decrease of .0283% from its proportion measured as of June 30, 2018, 0.3333%.

Pension Expense and Deferred Outflows – Inflows of Resources

For the year ended June 30, 2020, the City recognized pension expense of $4,299,348. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual	$ 801,808	$ (8,345)
Changes of assumptions	187,612	(1,767,456)
Net difference between projected and actual earnings on pension plan investments	-	(997,598)
Changes in proportion and differences between City contributions and proportionate share of contributions	1,091,581	(2,754,702)
City contributions subsequent to the measurement date	3,795,108	-
Total	$ 5,876,109	$ (5,528,101)

The $3,795,108 reported as deferred outflows of resources related to ASRS pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net liability in the year ending June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to ASRS pensions will be recognized in pension expense as follows:

Year ending June 30,	
2021	$ (1,035,492)
2022	(2,487,211)
2023	(191,581)
2024	267,184
	$ (3,447,100)

Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

Actuarial valuation date	June 30, 2018
Actuarial roll forward date	June 30, 2019
Actuarial cost method	Entry age normal
Investment rate of return	7.5%
Projected salary increases	2.7-7.2% for pensions
Inflation factor	2.3%
Permanent benefit increase	Included for pensions
Mortality rates	2017 SRA Scale U-MP

Actuarial assumptions used in the June 30, 2018, valuation were based on the results of an actuarial experience study for the 5-year period ended June 30, 2016.

The long-term expected rate of return on ASRS pension plan investments was determined to be 7.5 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Geometric Real Rates of Return
Interest Rate Sensitive Bonds	10%	1.62%
Real Estate	20%	5.85%
Credit	20%	5.36%
Equity	50%	6.09%
Total	100%	

Discount Rate

The discount rate used to measure the ASRS total pension was 7.5 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates as determined by the ASRS Board's funding policy, which establishes the contractually required rate under Arizona statute. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the ASRS Net Pension Liability to Changes in the Discount Rate

The following table presents the City's proportionate shares of the net pension liability calculated using the discount rate of 7.5 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease (6.5%)	Current Discount Rate (7.5%)	1% Increase (8.5%)
City's proportionate share of the net pension liability	$ 63,168,654	$ 44,383,959	$ 28,684,788

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued ASRS financial report.

Public Safety Personnel Retirement System (PSPRS)

Benefits Provided

The PSPRS provide retirement, health insurance premium supplement, disability and survivor benefits. State statute established benefits terms. Retirement disability and survivor benefits are calculated based on age, average monthly compensation and service credit, which can be found on the following page:

PSPRS Initial Membership Date:	Before January 1, 2012	On or after January 1, 2012 and before July 1, 2017
Years of service and age required to receive benefit	20 years of service, any age	25 years of service or 15 years of credited service, age 52.5
	15 years of service, age 62	
Final average salary is based on	Highest 36 consecutive months of last 20 years	Highest 60 consecutive months of last 20 years
Benefit percent		
Normal retirement	50% less 2.0% for each year of credited service less than 20 years OR plus 2.0% to 2.5% for each year of credited service over 20 years, not to exceed 80%	1.5% to 2.5% per year of credited service, not to exceed 80%
Accidental disability	50% or normal retirement, whichever is greater	
Catastrophic disability	90% for the first 60 months then reduced to either 62.5% or normal retirement, whichever is	
Ordinary disability	Normal retirement calculated with actual years of credited service or 20 years of credited service, whichever is greater, multiplied by years of credited service (not to exceed 20 years) divided by 20	
Survivor benefit		
Retired members	80% to 100% of retired member's pension benefit	
Active members	80% to 100% of accidental disability retirement benefit or 100% of average monthly compensation if death was the result of injuries received on the job	

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on inflation. PSPRS also provides temporary disability benefits of 50 percent of the members' compensation for up to 12 months.

Health insurance premium benefits are available to retired or disabled members with 5 years of credited service. The benefits are payable only with the respect to allowable health insurance premiums for which the member is responsible. Benefits range from $100 per month to $260 per month depending on the age of the members and dependents.

Employees Covered by Benefit Terms

At June 30, 2020, the following employees were covered by the agent pension plans' benefit terms:

	PSPRS	
	Police	Fire
Inactive employees or beneficiaries currently receiving benefits	79	92
Inactive employees entitled to but not yet receiving benefits	39	18
Active employees	76	69
Total	194	179

Contributions and Annual OPEB Cost

State statutes establish the pension contrition requirements for active PSPRS employees. In accordance with state statutes, annual actuarial valuations determine employer contribution requirements for PSPRS pension and health insurance premium benefits. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. Benefit and contribution provisions are established by state law and may be amended only by the State of Arizona Legislature (A.R.S. Section 38-843).

Contribution rates for the year ended June 30, 2020, are indicated below. Rates are a percentage of active members' annual covered payroll.

	Active member - Pension	City - Pension	City - Health Insurance Premium Benefit
PSPRS Police	7.65% to 11.65%	47.81%	0.28%
PSPRS Fire	7.65% to 11.65%	83.03%	0.00%

In addition, the City was required by statute to contribute at the actuarially determined rate of 36.16 percent for the PSPRS Police and 69.05 percent for PSPRS Fire of annual covered payroll of retired members who worked for the City in positions that would typically be filled by an employee who contributes to the PSPRS.

The City's contributions to the plans for the year ended June 30, 2020, were:

	Active member - Pension	City - Pension
PSPRS Police	$ 507,448	$ 6,331,039
PSPRS Fire	434,630	6,910,825

During fiscal year 2019-2020, the City paid for PSPRS pension and OPEB contributions for police with 100% general fund dollars and 93.4% from the general fund plus 6.6% from the airport fund as related to fire contributions.

Net Pension/OPEB (Asset) Liability

At June 30, 2020, the City reported net pension liability of $53,300,945 and $60,746,530 for police and fire respectively and a net asset for fire in the amount of $1,320,973 related to OPEB. The net asset and net liabilities were measured as of June 30, 2019, and the total liability used to calculate the net asset or liability was determined by an actuarial valuation as of that date. The total liabilities as of June 30, 2019, reflect changes of actuarial assumptions to decrease the investment rate of return from 7.4 percent to 7.3 percent and update the mortality rates.

Actuarial Assumptions

The total liabilities as of June 30, 2020 reflect changes of actuarial assumptions based on the results of an actuarial experience study for the 5-year period ended June 30, 2016.

Actuarial assumptions used in the June 30, 2019; valuation was based on the results of an actuarial experience study for the 5-year period ended June 30, 2016.

	PSPRS		
	Police	Fire	OPEB Fire
Amortization method	Level percent-of-pay closed	Level percent-of-pay closed	Level percent-of-pay closed
Remaining amortization period-UAL	20 years	20 years	20 years
Remaining amortization period-excess	20 years	20 years	20 years
Asset valuation method	7-year smoothed market; 20% corridor	7-year smoothed market; 20% corridor	7-year smoothed market; 20% corridor
Actuarial assumptions			
Actuarial cost method	Entry age normal	Entry age normal	Entry age normal
Investment rate of return	7.30%	7.30%	7.30%
Payroll growth	3.50%	3.50%	NA
Inflation	2.50%	2.50%	NA
Cost of living adjustments	1.75%	1.75%	NA
Mortality rates	PubS-2010 tables using Mp-2018 improvement scale with adjustments to match current experience		
Health Care Trend rate	NA	NA	NA

The long-term expected rate of return on PSPRS plan investments was determined to be 7.30 percent using a building-block method in which best-estimated ranges of expected future real rates of return (expected returns, net of plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

PSPRS Asset Class	Target Allocation	Long-Term Expected Real Geometric Rate of Return
Short term investments	2%	0.25%
Risk parity	4%	4.01%
Fixed income	5%	3.00%
Real assets	9%	6.75%
Real estate	10%	4.50%
GTS	12%	4.01%
Private equity	12%	8.40%
Non-U.S. equity	14%	5.00%
Private credit	16%	5.36%
U.S. equity	16%	4.75%
Total	100%	

Pension Discount Rates

At June 30, 2019, the discount rate used to measure the PSPRS total pension/OPEB liabilities was 7.30 percent, which was a decrease of 0.1 percent as the discount rate used as of June 30, 2018. The projection of cash flows used to determine the discount rates assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the actuarially determined contribution rate and the member rate. Based on those assumptions, the plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability/OPEB asset.

Changes in the Net Pension/OPEB (Asset) Liability

PSPRS - Police	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at June 30, 2019, as restated	$ 79,472,686	$ 29,840,016	$ 49,632,670
Changes for the year:			
Service cost	1,314,269	-	1,314,269
Interest on the total pension liability	5,830,298	-	5,830,298
Differences between expected and actual experience in the measurement of the total pension liability	590,373	-	590,373
Contributions- employer	-	3,441,524	(3,441,524)
Contributions- employee	-	550,585	(550,585)
Changes of Assumptions	1,650,864	-	1,650,864
Benefit payments, including refunds of employee contributions	(3,998,301)	(3,998,301)	-
Net investment income	-	1,756,930	(1,756,930)
Administrative expense	-	(31,510)	31,510
Net changes	5,387,503	1,719,228	3,668,275
Balances at June 30, 2020	$ 84,860,189	$ 31,559,244	$ 53,300,945

PSPRS - Fire	Increase (Decrease) Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Asset (a) - (b)
Balances at June 30, 2019, as restated	$ 90,720,113	$ 31,255,156	$ 59,464,957	$ 1,629,310	$ 2,763,411	$ (1,134,101)
Changes for the year:						
Service cost	1,229,846	-	1,229,846	16,484	-	16,484
Interest on the total pension liability	6,594,132	-	6,594,132	118,278	-	118,278
Differences between expected and actual experience in the measurement of the pension liability	(675,316)	-	(675,316)	(193,022)	-	(193,022)
Contributions- employer	-	5,315,168	(5,315,168)	-	-	-
Contributions- employee	-	435,225	(435,225)	-	-	-
Changes of assumptions	1,681,383	-	1,681,383	16,310	-	16,310
Benefit payments, including refunds of employee contributions	(5,680,128)	(5,680,128)	-	(94,885)	(94,885)	-
Net investment income	-	1,830,884	(1,830,884)	-	147,468	(147,468)
Administrative expense	-	(32,805)	32,805	-	(2,546)	2,546
Other changes	-	-	-	-	-	-
Net changes	3,149,917	1,868,344	1,281,573	(136,835)	50,037	(186,872)
Balances at June 30, 2020	$ 93,870,030	$ 33,123,500	$ 60,746,530	$ 1,492,475	$ 2,813,448	$ (1,320,973)

Sensitivity of the City's Net Pension Liability and Net OPEB Asset to Changes in the Discount Rate

The following table presents the City's net pension/OPEB (asset) liabilities calculated using the discount rates noted above as well as what the City's net pension/OPEB (asset) liabilities would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
PSPRS - Police			
Rate	6.30%	7.30%	8.30%
Net pension liability	$ 64,738,857	$ 53,300,945	$ 44,036,965
PSPRS - Fire			
Rate	6.30%	7.30%	8.30%
Net pension liability	$ 72,675,037	$ 60,746,530	$ 50,952,868
Net OPEB asset	$ (1,161,257)	$ (1,320,973)	$ (1,456,067)

Plan Fiduciary Net Position

Detailed information about the plans' fiduciary net position is available in the separately issued PSPRS financial reports.

Expense

For the year ended June 30, 2020, the City recognized $6,832,459 and $8,379,338 pension expenses for police and fire, respectively and negative $120,685 related to OPEB (Fire).

Deferred Outflows/Inflows of Resources

At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions and OPEB from the following sources:

	PSPRS - Police		PSPRS - Fire		PSPRS - Fire OPEB	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 1,153,662	$ (202,261)	$ 1,686,961	$ (540,252)	$ -	$ (203,292)
Changes of assumptions	2,933,131	-	4,752,764	-	24,078	-
Net difference between projected and actual earnings on pension plan investments	171,422	-	229,473	-	7,114	-
City contributions subsequent to the measurement date	6,331,039	-	6,910,825	-	-	-
Total	$ 10,589,254	$ (202,261)	$ 13,580,023	$ (540,252)	$ 31,192	$ (203,292)

The amounts reported as deferred outflows of resources related to pensions and OPEB resulting from city contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows or resources related to pensions will be recognized in pension expense as follows:

Year ending June 30,	PSPRS Police	PSPRS Fire	PSPRS OPEB Fire
2021	$ 1,726,923	$ 2,528,320	$ (56,811)
2022	1,249,183	1,973,860	(56,810)
2023	989,604	1,328,871	(33,627)
2024	90,244	297,895	(24,852)
	$ 4,055,954	$ 6,128,946	$ (172,100)

PSPDCRP plan

City sworn police officer or fire personnel who are not members of PSPRS participate in the PSPDCRP. The PSPDCRP is a defined contribution pension plan. The PSPRS Board of Trustees governs the PSPDCRP according to the provisions of A.R.S. Title 38, Chapter 5, Article 4.1. Benefit terms, including contribution requirements, are established by State statute.

For the year ended June 30, 2020, active PSPDCRP members were required by statute to contribute at least 9 percent of the members' annual covered payroll, and the City was required by statute to contribute 9 percent of active members' annual covered payroll to an individual employee account. Employees are immediately vested in their own contributions and the earnings on those contributions. Employees vest in a portion of the City's contributions each year as set forth in statute. The plan retains nonvested City contributions when forfeited because of employment terminations. For the year ended June 30, 2020, the City recognized pension expense of $11,071

Elected Officials' Retirement Plan (EORP)

Benefits Provided

The EORP provides retirement, health insurance premium supplement, disability, and survivor benefits. State statute establishes benefits terms. Retirement, disability, and survivor benefits are calculated based on age, average yearly compensation, and service credit as follows:

EORP Initial Membership Date:	Before December 31, 2011	On or after January 1, 2012
Years of service and age required to receive benefit	20 years, any age	10 years, age 62
	10 years, age 62	5 years, age 65
	5 years, age 65	
	5 years, any age*	
	Any years and age if disabled	Any years and age if disabled
Benefit percent		
Normal retirement	4% per year of service, not to exceed 80%	3.0% per year of service, not to exceed 75%
Disability retirement	80% with 10 or more years of service	75% with 10 or more years of service
	40% with 5 to 10 years of service	38% with 5 to 10 years of service
	20% with less than 5 years of service	19% with less than 5 years of service
Survivor benefit		
Retired members	75% of retired member's pension benefit	50% of retired member's pension benefit
Active members and Other Inactive Members	75% of disability retirement benefit	50% of disability retirement benefit

* With reduced benefits of 0.25% for each month early retirement precedes the member's normal retirement age, with a maximum reduction of 30%

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on inflation. In addition, the State Legislature may enact permanent one-time benefit increases after a Joint Legislative Budget Committee analysis of the increase's effects on the plan.

Contributions

State statutes establish active member and employer contribution requirements. Statute also appropriates $5 million annually through fiscal year 2043-2044 for the EORP from the State of Arizona to supplement the normal cost plus an amount to amortize the unfunded accrued liability. For the year ended June 30, 2020, statute required active EORP members to contribute 7 or 13 percent of the members' annual covered payroll and the City to contribute at the actuarially rate of 61.43 percent of all active EORP members' annual covered payroll. Also, statute required the City to contribute 49.49 percent to EORP of the annual covered payroll of elected officials and judges who were ASRS members and 55.43 percent to EORP of the annual covered payroll of elected officials and judges who were EODCRS members, in addition to the City's required contributions to ASRS, ACR and EODCRS for these elected officials and judges. In addition, statue required the City to contribute 39.72 percent of annual covered payroll of retired members who worked for the City in positions that an employee who contributes to the EORP would typically fill.

The City's contribution to the plan for the year ended June 30, 2020 was $100,679. The pension contributions were paid 100 percent from the General Fund.

Pension Liability

At June 30, 2020, the City reported a liability for its proportionate share of the EORP's net pension liability that reflected a reduction for the City's proportionate share of the State's appropriation for EORP. The amount the city recognized as its proportionate liability that was associated with the City was as follows:

City's proportionate share of the EORP net pension liability	$ 1,407,293
State's proportionate share of the EORP net pension liability associated with the City	132,271
Total	$ 1,539,564

The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total liabilities as of June 30, 2019, reflect statutory changes in benefit terms for automatic cost-of-living adjustments reflect changes of actuarial assumptions to decrease the investment rate of return from 7.4 percent to 7.3 percent and update the mortality rates.

The City's proportion of the net pension liability was based on the City's required contribution to the pension plan relative to the total of all participating employers' required contributions for the year ended June 30, 2019. The City's proportion measured as of June 30, 2019, and the change from its proportion measured at June 30, 2018 was 0.212205 and 0.04325, respectively.

Pension Expense and Deferred Outflows/Inflows of Resources

For the year ended June 30, 2020, the City recognized negative pension expense for the EORP of $479,440 and revenue of $34,601 for the City's proportionate share of the State's appropriation to EORP and the designated court fees. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

EORP	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 31,376	$ (1,335)
Changes of assumptions	4,424	(39,992)
Net difference between projected and actual earnings on pension plan investments	9,574	-
Changes in proportion and differences between City contributions and proportionate share of contributions	193,098	(21,345)
City contributions subsequent to the measurement date	100,679	-
Total	$ 339,151	$ (62,672)

The $100,679 reported as deferred outflows of resources related to EORP pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to EORP pensions will be recognized in pension expense as follows:

Year ending June 30	
2021	$ 173,086
2022	(2,442)
2023	2,674
2024	2,482
	$ 175,800

Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

	EORP
As of actuarial valuation date:	6/30/2019
Active members pension contributions	$ 2,695
Actuarial cost method	Entry age normal
Actuarial assumptions:	
Investment rate of return	7.30%
Projected salary increases	3.75%
Inflation	2.50%
Assumed future benefit increase	1.75% of benefit
Mortality rates	PUBG-2010 Mortality Tables with MP-2018 Improvement scale with adjustments to match current experience

Actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the five -year period ended June 30, 2016.

The long-term expected rate of return on EORP pension plan investments was determined to be 7.30 percent using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of geometric real rates of return for each major asset call are summarized in the following table:

EORP Asset Class	Target Allocation	Long Term Expected Geometric Real Rate of Return
Short term investments	2%	0.25%
Risk parity	4%	4.01%
Fixed income	5%	3.00%
Real assets	9%	6.75%
Real estate	10%	4.50%
GTS	12%	4.01%
Private equity	12%	8.40%
Non-U.S. equity	14%	5.00%
Private credit	16%	5.36%
U.S. equity	16%	4.75%
Total	100%	

Discount Rate

At June 30, 2019, the discount rate used to measure the EORP total pension liability was 7.3 percent which was a decrease of 0.1 from the discount rates used as of June 30, 2018. The projection of cash flows used to determine the discount rates assumed that plan member contributions will be made at the current contribution rate, employer contributions will be made at the actuarially determined rates, and State contributions will be made as currently required by statute. Based on those assumptions, the plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the EORP Net Pension Liability to Changes in the Discount Rate

The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.3 percent, as well as what the City's proportionate share to the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
EORP			
Rate	6.30%	7.30%	8.30%
Net pension liability	$ 1,611,562	$ 1,407,293	$ 1,233,311

Pension Plan Fiduciary Net Position

Detailed information about the pension plans' fiduciary net position is available in the separately issued EORP financial report.

EODCRS plan

Elected officials who are not members of EORP or ASRS participate in the EODCRS and the Elected Officials Defined Contribution Retirement System Disability Program (EODCDP). The EODCRS is a defined contribution pension plan. The EODCDP is a cost-sharing multiple-employer defined benefit disability (OPEB) plan for EODCRS members. The PSPRS Board of Trustees governs the EODCRS and EODCDP according to the provisions of A.R.S. Title 38, Chapter 5, Articles 3.1 and 3.2. Benefit terms, including contribution requirements, are established by State statute. The EODCDP is not further disclosed because of its relative insignificance to the City's financial statements.

For the year ended June 30, 2020, active EODCRS members were required by statute to contribute 8 percent of the members' annual covered payroll, and the City was required by statute to contribute 6 percent of active members' annual covered payroll to an individual employee account. Employees are immediately vested in their own contributions and the City's contributions to the individual employee account and the earnings on those contributions. For the year ended June 30, 2020, the City recognized pension expense of $5,940.

The City Postemployment Healthcare Plan

Plan Description

The City of Flagstaff provides post-retirement healthcare insurance benefits for its retirees as a single employer defined benefit OPEB plan which is administered through Northern Arizona Public Employee Benefit Trust (NAPEBT).

Benefits Provided

Eligible retirees and their beneficiaries up to the age of 65 are allowed to participate in the same healthcare plan as active employees and pay the same premium for this benefit which results in an implicit rate subsidy. Even though the City makes no direct payments on behalf of the retirees the City is required to report this implicit cost for active employees who will be able to continue to purchase health insurance once they retire. Substantially, all of the City's employees may become eligible for those benefits when they qualify for retirement. To be eligible a retiree must qualify to receive retirement benefits from the Arizona State Retirement System and elect coverage at date of retirement.

Plan Membership

As of June 30, 2019, OPEB plan membership consisted of the following:

Retirees currently receiving health benefits	64
Active members	691
Total	755

OPEB Liability

At June 30, 2020, the City reported a net OPEB liability of $8,049,880. The net OPEB liability was measured as of June 30, 2019 and the total OPEB liability were determined from the actuarial valuations as of June 30, 2019.

Actuarial Assumptions

The actuarial assumptions used in the June 30, 2019 valuation were based on an experience study for ASRS for the period from July 1, 2011 through June 30, 2016.

Change in Net OPEB Liability

	Increase (Decrease)
OPEB	Total OPEB Liability
Balances at June 30, 2019	$ 9,625,155
Changes for the year:	
Service cost	482,750
Interest on the total pension liability	382,358
Differences between expected and actual experience in the measurement of the total pension liability	(2,597,490)
Changes of assumptions	612,806
Benefit payments, including refunds of employee contributions	(455,699)
Net changes	(1,575,275)
Balances at June 30, 2020	$ 8,049,880

The City has chosen not to fund this plan; therefore, the total OPEB liability is the net OPEB liability.

Actuarial Methods and Assumptions

The significant actuarial assumptions used to measure the total OPEB liability are as follows:

Actuarial valuation date	June 30, 2019
Actuarial cost method	Entry level, level percent of salary
Mortality rates	RP-2014 tables
Healthcare cost trend rate	7.25% to 4.5% over 11 years

Discount Rate

At June 30, 2019, the discount rate used to measure the City's OPEB total liability was 3.5 percent, which was a decrease of .37 percent from the discount rate used as of June 30, 2018. Because the City is not prefunding the OPEB benefits, the discount rates used in this valuation for financial disclosure purposes as of June 30, 2019 and 2018 are based on the rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate

The following table presents the City's OPEB liability calculated using the discount rate of 3.5% as well as what the City's OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease (2.5%)	Current Discount Rate (3.5%)	1% Increase (4.5%)
City's proportionate share of the net pension liability	$ 8,891,006	$ 8,049,880	$ 7,304,409

Sensitivity of the City's Total OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the total OPEB liability of the City as of June 30, 2019, as well as what the City's total OPEB liability would be if it were calculated using a trend rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease	Current Discount Rate *	1% Increase
City's proportionate share of the net pension liability	$ 7,129,178	$ 8,049,880	$ 9,148,781

*Current trend rates are 5.79% in 2020/2021 and 7.25% in 2021/2022 and grade down to 4.5% over an 11-year period for medical and drug plan costs.

OPEB Expense and Deferred Outflows – Inflow of Resources

For the year ending June 30, 2020, the City recognized an OPEB expense of $398,337. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	$ 1,287,921	$ (640,797)
Net difference between expected and actual experience in the total OPEB liability	-	(3,798,056)
Total	$ 1,287,921	$ (4,438,853)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB liability will be recognized in the OPEB expense as follows:

Year ending June 30,	
2021	$ (466,771)
2022	(466,771)
2023	(466,771)
2024	(466,771)
2025	(466,771)
Thereafter	(817,077)
	$ (3,150,932)

D. Landfill Closure and Post Closure Care Cost

State and federal laws and regulations require the City to place a final cover on its Cinderlake landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. In addition to operating expenses related to current activities of the landfill, an expense provision and related liability are being recognized based on the future closure and post closure care costs that will be incurred near or after the date the landfill no longer accepts waste. The City reports a portion of these closures and post closure care costs as an operating expense in each period based on landfill capacity used as of each balance sheet date. The estimated liability for landfill closure and post closure care costs has a balance of $15,421,003 as of June 30, 2020, which is based on 79.897 percent usage of the landfill. The remaining $3,880,175 will be accrued over the remaining life of the landfill, which is currently estimated to be seven years.

The accrual for the closure and post closure care costs for fiscal year 2019-2020 is $472,625. Based on current estimates for landfill closure and post closure care costs, the City is setting aside legally restricted funds to ensure sufficient funds will be available to meet these requirements. The City makes annual contributions to finance closure and post closure care costs; at June 30, 2020 the balance of the investments held for those purposes is $11,683,639. The investments are reported as restricted cash and investments in the City's Environmental Service Fund, and are held by the State of Arizona Local Government Investment Pool.

The estimated total current cost of the landfill closure and post closure care, $19,301,177, is based on the amount that would be paid if all equipment, facilities, and services required to care, monitor and maintain the landfill were acquired as of June 30, 2020. However, the actual cost of closure and post closure care may be higher or lower due to other factors such as inflation, changes in technology, or changes in landfill laws and regulations.

According to state and federal laws and regulations, the City must comply with the local government financial test requirements that assure the City can meet the cost of landfill closure, post-closure and corrective action when needed. The City, which has pledged its full faith and credit to meet state financial responsibility requirements, is in compliance with these requirements.

In March of 1999, the City purchased 343.9 acres of land from the U.S. Forest Service. This land is adjacent to the existing landfill and will be used to open additional cells as needed. As these cells are utilized, additional liabilities for closure and post closure care requirements will be accrued. The City applied existing policy to the Environmental Services Fund increasing its expenditures as City residential and commercial collection programs are now charged for landfill fees.

E. Tax Abatement

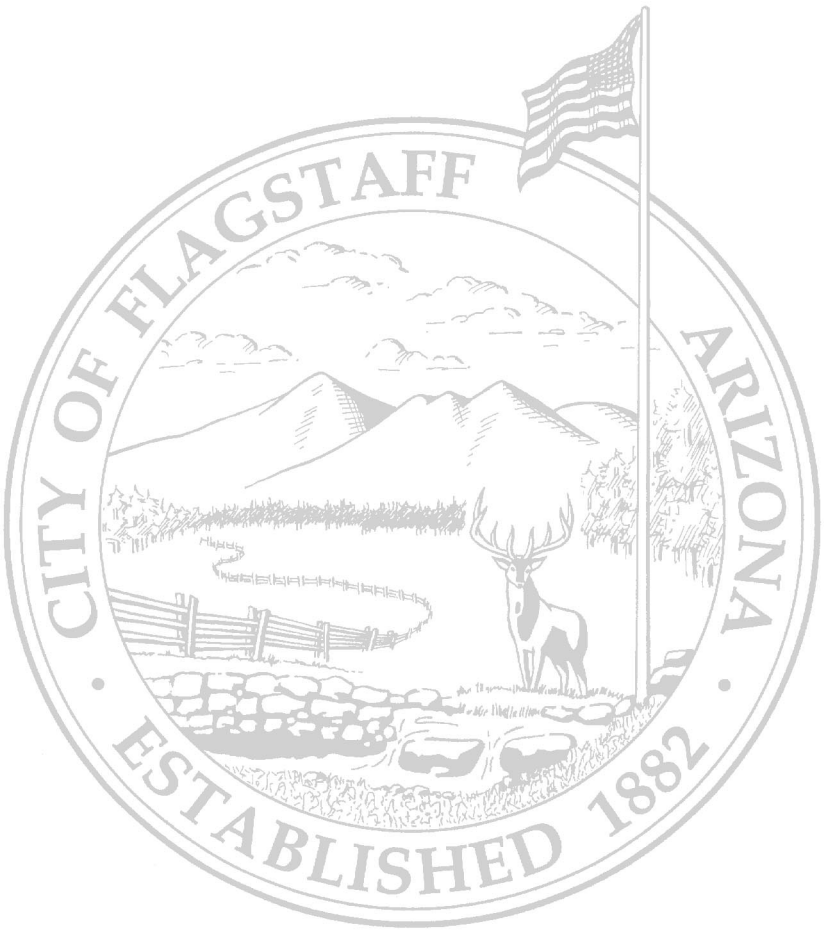
The City enters into property tax abatement agreements with local businesses under the state of Arizona Government Property Lease Excise Tax (GPLETs). Under the law enacted in 1996, Arizona's cities, towns, counties, and county stadium districts (government lessors) are allowed to lease property they own to private parties (lessees) for nongovernmental use and collect an excise tax. Because the property is owned by the City, it is exempt from property taxes. The abatements may be granted to any business located within or promising to relocate to the City to encourage continued provision of stable good paying employment opportunities for the City's residents. The City believes that its efforts will perpetuate the City's overall economic health and demonstrate the City's attractiveness as a place to do business.

For the fiscal year ended June 30, 2020, the City abated assessed property taxes totaling $47,970 under this program including the following Government Property Lease Excise Tax (GPLET) abatement agreements:

A 1.63 percent property tax abatement to Joy Cone manufacturing. The 2019 abatement amounted to $47,970.

F. Subsequent Events

The City issued $131,000,000 in Certificates of Participation on August 5, 2020 to 100% fund the City PSPRS unfunded pension liability.


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882

Required Supplementary Information

	Page
Schedule of the City's Proportional Share of the Net Pension Liability	
Cost-Sharing Pension Plans	90
Schedule of the Changes in Net Pension Liability and Related Ratios	
Agent Pension Plans – PSPRS Police	92
Agent Pension Plans – PSPRS Fire	94
Schedule of the Changes in Net OPEB Liability (Asset) and Related Ratios	
PSPRS – Fire	96
City OPEB	97
Schedule of The City's Pension / OPEB Contributions	98
Notes to the Required Supplementary Information	100

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability
Cost-Sharing Pension Plans
June 30, 2020

	Reporting Fiscal Year (Measurement Date)			
	2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)	2016-2017 (2015-2016)
Arizona State Retirement System				
Proportion of the net pension liability	0.305020%	0.333310%	0.312660%	0.311530%
Proportionate share of the net pension liability	$ 44,383,959	$ 46,485,015	$ 48,706,334	$ 50,284,072
Covered payroll	$ 32,447,746	$ 31,911,275	$ 30,673,166	$ 28,842,056
Proportionate share of the net pension liability as a percentage of its covered payroll	136.79%	145.67%	158.79%	174.34%
Plan fiduciary net position as a percentage of the total pension liability	73.24%	73.40%	69.92%	67.06%
EORP				
Proportion of the net pension liability	0.2122050%	0.1689530%	0.2177500%	0.2097849%
City's proportionate share of the net pension liability	$ 1,407,293	$ 1,064,634	$ 2,653,363	$ 1,981,949
State's proportionare share of the net pension liability associated with the City	132,271	182,419	550,687	409,221
Total	$ 1,539,564	$ 1,247,053	$ 3,204,050	$ 2,391,170
Covered payroll	$ 184,269	$ 180,000	$ 194,354	$ 189,999
City's proportionate share of the net pension liability as a percentage of its covered payroll	763.72%	591.46%	1365.22%	1043.14%
Plan fiduciary net position as a percentage of the total pension liability	30.14%	30.40%	19.70%	23.42%

Reporting fiscal year 2013-2014 through 2010-2011 information is not available.

2015-2016 (2014-2015)	2014-2015 (2013-2014)
0.300450%	0.302625%
$ 46,798,712	$ 44,778,290
$ 27,573,067	$ 26,638,622
169.73%	168.10%
68.35%	69.49%
0.1942242%	0.2500258%
$ 1,517,768	$ 1,676,603
473,166	514,062
$ 1,990,934	$ 2,190,665
$ 157,579	$ 204,400
963.18%	820.26%
28.32%	31.91%

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the Changes in Net Pension Liability and Related Ratios
Agent Pension Plans - PSPRS Police
June 30, 2020

	Reporting Fiscal Year (Measurement Date)			
	2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)	2016-2017 (2015-2016)
PSPRS Police				
Total pension liability				
Service cost	$ 1,314,269	$ 1,278,269	$ 1,591,484	$ 1,367,771
Interest on the total pension liability	5,830,298	5,476,675	5,131,739	4,818,389
Changes of benefit terms	-	-	924,114	1,967,589
Differences between expected and actual experience in the measurement of the pension liability	590,373	1,216,507	(293,545)	(111,993)
Changes of assumptions or other inputs	1,650,864	-	2,159,906	2,578,910
Benefit payments, including refunds of employee contributions	(3,998,301)	(3,737,501)	(3,804,819)	(3,575,345)
Net change in total pension liability	5,387,503	4,233,950	5,708,879	7,045,321
Total pension liability - beginning	79,472,686	75,238,736	69,529,857	62,484,536
Total pension liability - ending (a)	$ 84,860,189	$ 79,472,686	$ 75,238,736	$ 69,529,857
Plan fiduciary net position				
Contributions - employer	$ 3,441,524	$ 4,046,869	$ 3,657,762	$ 3,441,521
Contributions - employee	550,585	646,186	912,701	1,147,170
Net investment income	1,756,930	2,081,145	3,105,491	146,825
Benefit payments, including refunds of employee contributions	(3,998,301)	(3,737,501)	(3,804,819)	(3,575,345)
Hall/Parker Settlement	-	(922,190)	-	-
Pension plan administrative expenses	(31,510)	(32,374)	(27,878)	(21,527)
Other changes	-	328	(58,723)	(112,440)
Net change in plan fiduciary net position	1,719,228	2,082,463	3,784,534	1,026,204
Plan fiduciary net position - beginning	29,840,016	27,776,266	23,991,732	22,965,528
Plan fiduciary net position - ending (b)	$ 31,559,244	$ 29,858,729	$ 27,776,266	$ 23,991,732
Net pension liability - ending (a) - (b)	$ 53,300,945	$ 49,613,957	$ 47,462,470	$ 45,538,125
Plan fiduciary net position as a percentage of the total pension liability	37.19%	37.57%	36.92%	34.51%
Covered payroll	$ 5,875,114	$ 6,555,255	$ 7,155,954	$ 7,318,199
Net pension liability as a percentage of covered payroll	907.23%	756.86%	663.26%	622.26%

Reporting fiscal year 2013-2014 through 2010-2011 information is not available.

2015-2016 (2014-2015)	2014-2015 (2013-2014)
$ 1,373,545	$ 1,312,430
4,650,797	3,904,338
-	1,353,950
(346,202)	(671,478)
-	6,987,647
(3,505,319)	(3,311,491)
2,172,821	9,575,396
60,311,715	50,736,319
$ 62,484,536	$ 60,311,715
$ 2,578,489	$ 2,311,119
841,533	768,029
821,133	2,757,888
(3,505,319)	(3,311,491)
-	-
(20,411)	-
(357,501)	(1,371,053)
357,924	1,154,492
22,607,604	21,453,112
$ 22,965,528	$ 22,607,604
$ 39,519,008	$ 37,704,111
36.75%	37.48%
$ 7,526,730	$ 7,425,908
525.05%	507.74%

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the Changes in Net Pension Liability and Related Ratios
Agent Pension Plans - PSPRS Fire
June 30, 2020

	Reporting Fiscal Year (Measurement Date)			
	2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)	2016-2017 (2015-2016)
PSPRS Fire				
Total pension liability				
Service cost	$ 1,229,846	$ 1,232,288	$ 1,376,479	$ 1,107,145
Interest on the total pension liability	6,594,132	6,209,142	5,668,204	5,356,440
Changes of benefit terms	-	-	804,628	2,064,045
Differences between expected and actual experience in the measurement of the pension liability	(675,316)	2,491,418	193,670	669,848
Changes of assumptions or other inputs	1,681,383	-	5,454,472	2,647,110
Benefit payments, including refunds of employee contributions	(5,680,128)	(5,007,832)	(5,180,329)	(4,095,893)
Net change in total pension liability	3,149,917	4,925,016	8,317,124	7,748,695
Total pension liability - beginning	90,720,113	85,795,097	77,477,973	69,729,278
Total pension liability - ending (a)	$ 93,870,030	$ 90,720,113	$ 85,795,097	$ 77,477,973
Plan fiduciary net position				
Contributions - employer	$ 5,315,168	$ 4,950,022	$ 4,239,954	$ 3,952,628
Contributions - employee	435,225	565,220	703,312	669,429
Net investment income	1,830,884	2,181,684	3,290,746	160,712
Benefit payments, including refunds of employee contributions	(5,680,128)	(5,007,832)	(5,180,329)	(4,095,893)
Hall/Parker Settlement	-	(908,136)	-	-
Pension plan administrative expenses	(32,805)	(33,905)	(29,518)	(23,526)
Other changes	-	357	12,535	(27,936)
Net change in plan fiduciary net position	1,868,344	1,747,410	3,036,700	635,414
Plan fiduciary net position - beginning	31,255,156	29,508,064	26,471,364	25,835,950
Plan fiduciary net position - ending (b)	$ 33,123,500	$ 31,255,474	$ 29,508,064	$ 26,471,364
Net pension liability - ending (a) - (b)	$ 60,746,530	$ 59,464,639	$ 56,287,033	$ 51,006,609
Plan fiduciary net position as a percentage of the total pension liability	35.29%	34.45%	34.39%	34.17%
Covered payroll	$ 5,299,696	$ 5,683,984	$ 5,650,572	$ 5,491,792
Net pension liability as a percentage of covered payroll	1146.23%	1046.18%	996.13%	928.78%

Reporting fiscal year 2013-2014 through 2010-2011 information is not available.

2015-2016 (2014-2015)	2014-2015 (2013-2014)
$ 973,454	$ 950,445
5,239,671	4,390,766
-	1,553,904
52,497	1,431,974
-	7,269,797
(5,594,036)	(3,994,598)
671,586	11,602,288
69,057,692	57,455,404
$ 69,729,278	$ 69,057,692
$ 2,418,742	$ 2,030,211
732,850	525,878
963,491	3,407,667
(5,594,036)	(3,994,598)
-	-
(23,873)	-
48,864	(1,831,071)
(1,453,962)	138,087
27,289,912	27,151,825
$ 25,835,950	$ 27,289,912
$ 43,893,328	$ 41,767,780
37.05%	39.52%
$ 4,847,679	$ 4,788,197
905.45%	872.31%

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the Changes in Net OPEB Asset and Related Ratios
Agent OPEB Plans - PSPRS Fire
June 30, 2020

	Reporting Fiscal Year (Measurement Date)		
	2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)
PSPRS Fire			
Total OPEB liability			
Service cost	$ 16,484	$ 18,757	$ 19,777
Interest on the total OPEB liability	118,278	116,896	117,249
Changes of benefit terms	-	-	9,376
Differences between expected and actual experience in the measurement of the OPEB liability	(193,022)	(31,819)	(61,082)
Changes of assumptions or other inputs	16,310	-	21,953
Benefit payments, including refunds of employee contributions	(94,885)	(89,633)	(91,188)
Net change in total OPEB liability	(136,835)	14,201	16,085
Total OPEB liability - beginning	1,629,310	1,615,109	1,599,024
Total OPEB liability - ending (a)	$ 1,492,475	$ 1,629,310	$ 1,615,109
Plan fiduciary net position			
Contributions - employer	$ -	$ (317)	$ -
Net investment income	147,468	183,884	287,005
Benefit payments, including refunds of employee contributions	(94,885)	(89,633)	(91,188)
OPEB plan administrative expenses	(2,546)	(2,799)	(2,540)
Other changes	-	1	-
Net change in plan fiduciary net position	50,037	91,136	193,277
Plan fiduciary net position - beginning	2,763,411	2,671,958	2,478,681
Plan fiduciary net position - ending (b)	$ 2,813,448	$ 2,763,094	$ 2,671,958
Net OPEB (asset) liability - ending (a) - (b)	$ (1,320,973)	$ (1,133,784)	$ (1,056,849)
Plan fiduciary net position as a percentage of the total OPEB liability	188.51%	169.59%	165.44%
Covered payroll	$ 5,299,696	$ 5,683,984	$ 5,650,572
Net OPEB (asset) liability as a percentage of covered payroll	-24.93%	-19.95%	-18.70%

Reporting fiscal year 2016-2017 through 2010-2011 information is not available.

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the Changes in Net OPEB Liability and Related Ratios
Single Employer OPEB Plans - City OPEB
June 30, 2020

	Reporting Fiscal Year (Measurement Date)		
	2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)
City OPEB			
Total OPEB liability			
Service cost	$ 482,750	$ 580,616	$ 612,124
Interest on the total OPEB liability	382,358	368,976	309,152
Differences between expected and actual experience in the measurement of the OPEB liability	(2,597,490)	-	(2,273,189)
Changes of assumptions or other inputs	612,806	(844,549)	1,126,321
Benefit payments, including refunds of employee contributions	(455,699)	(411,713)	(155,812)
Net change in total OPEB liability	(1,575,275)	(306,670)	(381,404)
Total OPEB liability - beginning	9,625,155	9,931,825	10,313,229
Total OPEB liability - ending (a)	$ 8,049,880	$ 9,625,155	$ 9,931,825
Plan fiduciary net position			
Net change in plan fiduciary net position	$ -	$ -	$ -
Plan fiduciary net position - beginning	-	-	-
Plan fiduciary net position - ending (b)	$ -	$ -	$ -
Net OPEB liability - ending (a) - (b)	$ 8,049,880	$ 9,625,155	$ 9,931,825
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.00%
Covered payroll	$ 48,357,183	$ 48,357,183	$ 44,717,801
Net pension liability as a percentage of covered payroll	16.65%	19.90%	22.21%

Reporting fiscal year 2016-2017 through 2010-2011 information is not available.

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the City's Pension/OPEB Contributions
June 30, 2020

	Reporting Fiscal Year			
	2019-2020	2018-2019	2017-2018	2016-2017
Arizona State Retirement System				
Statutorily required contributions	$ 3,795,108	$ 3,627,657	$ 3,478,329	$ 3,357,591
Contributions in relation to the statutorily required contribution	3,795,108	3,627,657	3,478,329	3,357,591
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 33,145,052	$ 32,447,746	$ 31,911,275	$ 30,673,166
Contributions as a percentage of covered payroll	11.45%	11.18%	10.90%	10.95%
Elected Officials Retirement Plan				
Statutorily required contributions	$ 100,679	$ 98,293	$ 39,638	$ 40,588
Contributions in relation to the statutorily required contribution	100,679	98,293	39,638	40,588
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 187,000	$ 184,269	$ 180,000	$ 194,354
Contributions as a percentage of covered payroll	53.84%	53.34%	22.02%	20.88%
PSPRS - Police*				
Statutorily required contributions	$ 3,434,035	$ 3,441,524	$ 3,229,323	$ 3,275,134
Contributions in relation to the statutorily required contribution	5,082,584	4,689,979	3,124,679	3,657,762
Contribution deficiency (excess)	$ (1,648,549)	$ (1,248,455)	$ 104,644	$ (382,628)
Covered payroll	$ 5,469,840	$ 5,875,114	$ 6,555,225	$ 7,155,954
Contributions as a percentage of covered payroll	92.92%	79.83%	47.67%	51.11%
PSPRS - Fire*				
Statutorily required contributions	$ 5,183,976	$ 5,315,168	$ 4,589,139	$ 4,239,954
Contributions in relation to the statutorily required contribution	6,255,638	5,970,355	4,041,886	4,239,954
Contribution deficiency (excess)	$ (1,071,662)	$ (655,187)	$ 547,253	$ -
Covered payroll	$ 5,336,356	$ 5,299,696	$ 5,683,984	$ 5,650,572
Contributions as a percentage of covered payroll	117.23%	112.65%	71.11%	75.04%

* For contributions for 2017-2018, the City chose to use credits with PSPRS for the Hall Parker Settlement refunds related to excess contributions in prior years.

Reporting Fiscal year 2012-2013 through 2010-11 information is not available.

2015-2016	2014-2015	2013-2014
$ 3,168,876	$ 3,002,707	$ 2,837,013
3,168,876	3,002,707	2,837,013
$ -	$ -	$ -
$ 28,842,056	$ 27,573,067	$ 26,638,622
10.99%	10.89%	10.65%
$ 39,815	$ 37,483	$ 50,732
39,815	37,483	50,732
$ -	$ -	$ -
$ 189,999	$ 157,579	$ 204,400
20.96%	23.79%	24.82%
$ 3,401,213	$ 2,578,489	$ 2,311,119
3,441,521	2,578,489	2,311,119
$ (40,308)	$ -	$ -
$ 7,318,199	$ 7,526,730	$ 7,425,908
47.03%	34.26%	31.12%
$ 3,952,628	$ 2,418,742	$ 2,030,211
3,952,628	2,418,742	2,030,211
$ -	$ -	$ -
$ 5,491,792	$ 4,847,679	$ 4,788,197
71.97%	49.89%	42.40%

I. Actuarially Determined Contribution Rates

Actuarial determined contribution rates for PSPRS are calculated as of June 30 two years prior to the end of the fiscal year in which contributions are made. The actuarial methods and assumptions used to establish the contribution requirements are as follows:

Actuarial valuation date	June 30, 2018
Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed for unfunded, open for excess.
Remaining amortization period	18 years; if the actuarial value of assets exceeded the actuarial accrued liability, the excess was amortized over an open period of 20 years and applied as a credit to reduce the normal cost which otherwise would be payable.
Asset valuation method	7-year smoothed market; 80%/120% market
Actuarial assumptions:	
Investment rate of return	In the 2018 actuarial valuation, the investment rate of return was 7.4%.
Projected salary increases	In the 2018 actuarial valuation, projected salary increases were 3.5%–7.5% for PSPRS
Wage growth	In the 2018 actuarial valuation, wage growth was 3.5%
Permanent Benefit Increases	The cost-of-living adjustment will be based on the average annual percentage change in the Metropolitan Phoenix-Mesa Consumer Price Index published by the United States Department of Labor, Bureau of Statistics. We have assumed that to be 1.75% for this valuation.
Retirement age	Experience-based table of rates that is specific to the type of eligibility condition. Last updated for the 2012 valuation pursuant to an experience study of the period July 1, 2006 - June 30, 2011.
Mortality	In the 2018 actuarial valuation, changed to RP-2014 mortality table with 75% of MP-2016 fully generational projection scales. RP-2000 mortality table (adjusted by 105% for both males and females).

II. Factors That Affect the Identification of Trends

Beginning in fiscal year 2013-2014, PSPRS established separate funds for pension benefits and health insurance premium benefits. Previously, the plan recorded both pension and health insurance premium contributions in the same Pension Fund. During fiscal year 2013-2014, the plan transferred prior-year health insurance premium benefit contributions that exceeded benefit payments from the plan's Pension Fund to the new Health Insurance Fund.

III. Information Prior to Measurement Date

Information prior to the measurement date (June 30, 2014) for pension and (June 30, 2017) for OPEB are not available.

Non-Major Funds
Other Governmental Funds

Special Revenue Funds

Special Revenue Funds are used to account for revenues derived from specific taxes or other earmarked revenue sources. They are usually required by statute, charter provision or ordinance to finance particular functions or activities.

Housing and Community Services Fund

This fund was established in fiscal year 1996-1997 to account for the funding received for the Community Development Block Grant program and affordable housing activities.

Metropolitan Planning Organization Fund

This fund was established in fiscal year 1996-1997 to account for funding derived from the City's status as a Metropolitan Planning Organization.

Library Fund

The City Library is financed through City sales tax allocations, State and County grants and individual contributions. Funds provided must be used for library activities such as cultural and educational programs and technical services.

Bed, Board and Beverage Tax Fund

This fund accounts for the Bed, Board and Beverage tax revenues as approved by voters in the 2010 general election and related expenditures. These resources are restricted for use in the areas of Beautification, Economic Development, Tourism, Arts & Science and Recreation.

Parking District Fund

This fund was established to comprehensively manage the public parking in downtown Flagstaff and the surrounding neighborhood.

Debt Service Funds

Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

General Obligation Bond Fund

This fund is used to account for the accumulation of resources for, and the payments of, general long-term obligation principal and interest.

Secondary Property Tax Revenue Fund

This fund is used to account for secondary property tax revenues. Monies received by this fund are legally restricted to payment of general obligation debt.

Special Assessment Bond Fund

This fund accounts for the accumulation of resources for and the payment of principal, interest and related costs for all improvement district bonds issued by the City and repaid by the special assessment district.

Permanent Funds

Permanent funds are used to account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs.

Perpetual Care Fund

This fund accounts for the perpetual care of the City's cemetery.

City of Flagstaff, Arizona
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2020

	Special Revenue Funds			
	Housing & Community Services Fund	Metropolitan Planning Organization Fund	Library Fund	BBB Fund
Assets				
Cash and investments	$ 930,172	$ 185	$ 2,023,817	$ 10,295,825
Accounts receivable, net	50,752	-	162,891	1,495,051
Interest receivable	2,532	-	8,482	25,386
Intergovernmental receivable	112,752	183,280	4,800	-
Notes receivable	285,800	-	-	-
Inventory	-	-	-	66,389
Restricted cash and investments	-	-	2,113,818	202,305
Total assets	$ 1,382,008	$ 183,465	$ 4,313,808	$ 12,084,956
Liabilities, Deferred Inflows and Fund Balance				
Liabilities:				
Accounts payable	$ 4,112	$ 13,722	$ 184,914	$ 245,035
Accrued payroll and compensated absences	3,222	17,613	115,526	71,375
Interfund payable	-	118,000	-	-
Advanced revenue	-	-	55,105	-
Total liabilities	7,334	149,335	355,545	316,410
Deferred inflows of resources:				
Unavailable revenue - notes receivable	327,652	-	-	-
Total deferred inflows of resources	327,652	-	-	-
Fund balances:				
Nonspendable:				
Perpetual care	-	-	-	-
Notes receivable	285,800	-	-	-
Inventory	-	-	-	66,389
Restricted for:				
Library branch services	-	-	845,467	-
Library programs board directed	-	-	1,268,352	-
Debt service	-	-	-	-
Public art	-	-	-	994,880
Economic development	-	-	-	588,079
Tourism	-	-	-	1,255,455
Park maintenance and operations	-	-	-	1,408,262
Other capital projects	761,222	34,130	-	7,455,481
Perpetual care	-	-	-	-
Assigned to:				
Parking district	-	-	-	-
Library services	-	-	1,844,444	-
Total fund balance	1,047,022	34,130	3,958,263	11,768,546
Total liabilities, deferred inflows and fund balance	$ 1,382,008	$ 183,465	$ 4,313,808	$ 12,084,956

	Debt Service Funds			Permanent Fund	
Parking District Fund	General Obligation Bond Fund	Secondary Property Tax Revenue Fund	Special Assessment Bond Fund	Perpetual Care Fund	Total Nonmajor Governmental Funds
$ 1,462,308	$ -	$ 1,109,094	$ 122,549	$ 39,521	$ 15,983,471
6,535	-	-	-	-	1,715,229
3,661	-	10,170	277	819	51,327
-	-	-	-	-	300,832
-	-	-	-	-	285,800
-	-	-	-	-	66,389
-	-	6,023,378	-	312,463	8,651,964
$ 1,472,504	$ -	$ 7,142,642	$ 122,826	$ 352,803	$ 27,055,012
$ 73,553	$ -	$ -	$ -	$ -	$ 521,336
8,224	-	-	-	-	215,960
-	-	-	-	-	118,000
-	-	-	-	-	55,105
81,777	-	-	-	-	910,401
-	-	-	-	-	327,652
-	-	-	-	-	327,652
-	-	-	-	312,463	312,463
-	-	-	-	-	285,800
-	-	-	-	-	66,389
-	-	-	-	-	845,467
-	-	-	-	-	1,268,352
-	-	7,142,642	122,826	-	7,265,468
-	-	-	-	-	994,880
-	-	-	-	-	588,079
-	-	-	-	-	1,255,455
-	-	-	-	-	1,408,262
-	-	-	-	-	8,250,833
-	-	-	-	40,340	40,340
1,390,727	-	-	-	-	1,390,727
-	-	-	-	-	1,844,444
1,390,727	-	7,142,642	122,826	352,803	25,816,959
$ 1,472,504	$ -	$ 7,142,642	$ 122,826	$ 352,803	$ 27,055,012

City of Flagstaff, Arizona
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended June 30, 2020

	Special Revenue Funds			
	Housing & Community Services Fund	Metropolitan Planning Organization Fund	Library Fund	BBB Fund
Revenues:				
Taxes	$ -	$ -	$ -	$ 7,991,402
Intergovernmental	-	-	3,721,855	-
Grants and entitlements	427,841	710,759	40,873	113
Licenses and permits	-	-	-	2,405
Charges for services	-	-	-	103,140
Rents	10,570	-	-	355,320
Investment earnings	16,567	-	61,635	178,304
Contributions	10,200	-	33,105	-
Miscellaneous	185,064	-	31,168	15,129
Total revenues	650,242	710,759	3,888,636	8,645,813
Expenditures:				
Current:				
General government	-	-	-	-
Economic and physical development	791,405	825,764	-	3,813,377
Culture and recreation	-	-	5,619,014	578,592
Highways and streets	-	-	-	16,560
Debt service:				
Principal retirement	-	-	-	150,000
Interest and other charges	-	-	-	98,154
Capital outlay	-	-	-	841,414
Total expenditures	791,405	825,764	5,619,014	5,498,097
Excess (deficiency) of revenues over expenditures	(141,163)	(115,005)	(1,730,378)	3,147,716
Other Financing Sources (Uses):				
Transfers in	35,000	136,500	1,662,813	208,000
Transfers out	-	-	-	(3,554,099)
Total other financing sources (uses)	35,000	136,500	1,662,813	(3,346,099)
Net change in fund balance	(106,163)	21,495	(67,565)	(198,383)
Fund balance, beginning of year	1,153,185	12,635	4,025,828	11,966,929
Fund balance, end of year	$ 1,047,022	$ 34,130	$ 3,958,263	$ 11,768,546

	Debt Service Funds			Permanent Fund	
Parking District Fund	General Obligation Bond Fund	Secondary Property Tax Revenue Fund	Special Assessment Bond Fund	Perpetual Care Fund	Total Nonmajor Governmental Funds
$ -	$ -	$ 7,235,558	$ -	$ -	$ 15,226,960
-	-	-	-	-	3,721,855
32	-	-	-	-	1,179,618
-	-	-	-	-	2,405
1,130,812	-	-	-	-	1,233,952
-	-	-	-	-	365,890
24,277	-	42,403	1,860	5,669	330,715
-	-	-	-	17,590	60,895
69	-	-	-	-	231,430
1,155,190	-	7,277,961	1,860	23,259	22,353,720
-	-	-	424	-	424
-	-	-	-	-	5,430,546
-	-	-	-	-	6,197,606
670,750	-	-	-	-	687,310
93,358	5,610,894	-	-	-	5,854,252
21,668	1,404,091	-	-	-	1,523,913
39,249	-	-	-	-	880,663
825,025	7,014,985	-	424	-	20,574,714
330,165	(7,014,985)	7,277,961	1,436	23,259	1,779,006
-	7,014,985	-	-	-	9,057,298
(96,350)	-	(7,014,985)	-	-	(10,665,434)
(96,350)	7,014,985	(7,014,985)	-	-	(1,608,136)
233,815	-	262,976	1,436	23,259	170,870
1,156,912	-	6,879,666	121,390	329,544	25,646,089
$ 1,390,727	$ -	$ 7,142,642	$ 122,826	$ 352,803	$ 25,816,959

Non-Major Funds
Other Proprietary Funds

Enterprise Funds

Enterprise Funds are used to account for operations that provide services to the general public for a fee.

Airport Fund

This fund accounts for the construction, operations and maintenance of the City airport.

Housing Authority Fund

This fund accounts for low income rental assistance along with federal housing programs such as low income public housing and voucher programs that enhance this funds ability to provide services.

City of Flagstaff, Arizona
Combining Statement of Net Position
Nonmajor Proprietary Fund
June 30, 2020

	Business-type Activities - Enterprise Fund		
	Airport Fund	Housing Authority	Total Nonmajor Proprietary Fund
Assets			
Current assets:			
Cash and investments	$ 992	$ 1,644,803	$ 1,645,795
Receivable, net	100,692	15,077	115,769
Intergovernmental receivables	2,253,843	90,659	2,344,502
Interfund receivable	-	8,959	8,959
Prepaid items	-	66,751	66,751
Total current assets	2,355,527	1,826,249	4,181,776
Noncurrent assets:			
Restricted cash and investments	-	140,013	140,013
Capital assets, non-depreciable	196,079	921,950	1,118,029
Capital assets, depreciable, net	37,201,884	2,918,667	40,120,551
Total non-current assets	37,397,963	3,980,630	41,378,593
Total assets	39,753,490	5,806,879	45,560,369
Deferred outflows - pension/OPEB	695,193	238,242	933,435
Total deferred outflows	695,193	238,242	933,435
Liabilities			
Current liabilities:			
Accounts payable	48,233	155,361	203,594
Interfund payable	1,845,000	104,745	1,949,745
Accrued payroll	47,694	61,383	109,077
Accrued compensated absences	39,349	45,448	84,797
Advanced revenue	90,123	90,402	180,525
Deposits payable	2,529	74,844	77,373
Bonds and lease payable - current	183,384	-	183,384
Total current liabilities	2,256,312	532,183	2,788,495
Noncurrent liabilities:			
Compensated absences	26,061	77,323	103,384
Net OPEB liability	80,504	211,971	292,475
Net pension liability	2,406,689	1,974,723	4,381,412
Capital lease payable	727,570	-	727,570
Total noncurrent liabilities	3,240,824	2,264,017	5,504,841
Total liabilities	5,497,136	2,796,200	8,293,336
Deferred inflows - pension/OPEB	91,480	354,450	445,930
Total deferred inflows	91,480	354,450	445,930
Net Position			
Net investment in capital assets	36,474,228	3,840,617	40,314,845
Unrestricted (deficit)	(1,614,161)	(946,146)	(2,560,307)
Total net position	$ 34,860,067	$ 2,894,471	$ 37,754,538

City of Flagstaff, Arizona
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position
Nonmajor Proprietary Fund
Year Ended June 30, 2020

	Business-type Activities - Enterprise Fund		
	Airport Fund	Housing Authority	Total Nonmajor Proprietary Fund
Operating Revenues:			
Charges for services	$ 1,641,859	$ 2,220,494	$ 3,862,353
Miscellaneous	220	-	220
Total operating revenues	1,642,079	2,220,494	3,862,573
Personnel services	1,387,509	1,513,527	2,901,036
Contractual services, materials and supplies	1,662,056	5,756,162	7,418,218
Depreciation and amortization	2,450,676	418,015	2,868,691
Total operating expenses	5,500,241	7,687,704	13,187,945
Operating income (loss)	(3,858,162)	(5,467,210)	(9,325,372)
Non-operating Revenues (Expenses):			
Interest and investment income	9,323	-	9,323
Grants and entitlements	1,589,656	5,175,961	6,765,617
Passenger facility charges	395,890	-	395,890
Interest expense	(58,180)	-	(58,180)
Total non-operating revenues (expenses)	1,936,689	5,175,961	7,112,650
Income (loss) before capital contributions and transfers	(1,921,473)	(291,249)	(2,212,722)
Capital contributions related to grants	684,700	26,246	710,946
Transfers in	197,000	-	197,000
Change in net position	(1,039,773)	(265,003)	(1,304,776)
Total net position, beginning of year	35,899,840	3,159,474	39,059,314
Total net position, end of year	$ 34,860,067	$ 2,894,471	$ 37,754,538

City of Flagstaff, Arizona
Combining Statement of Cash Flows
Nonmajor Proprietary Fund
Year Ended June 30, 2020

	Business-type Activities - Enterprise Fund		
	Airport Fund	Housing Authority	Total Nonmajor Proprietary Fund
Cash flows from operating activities:			
Receipts from customers	$ 1,847,709	$ 2,320,319	$ 4,168,028
Other receipts	395,890	-	395,890
Payments to suppliers	(1,401,693)	(5,442,817)	(6,844,510)
Interfund services used	(65,496)	(326,340)	(391,836)
Interfund reimbursement used	(302,576)	-	(302,576)
Payments to employees	(1,352,697)	(1,487,673)	(2,840,370)
Net cash provided (used) by operating activities	(878,863)	(4,936,511)	(5,815,374)
Cash flows from noncapital financing activities:			
Transfer from other funds	197,000	-	197,000
Interfund loans provided	-	(8,959)	(8,959)
Interfund loans received	1,845,000	104,745	1,949,745
Net cash provided (used) by noncapital financing activities	2,042,000	95,786	2,137,786
Cash flows from capital and related financing activities:			
Receipts from grantors	(596,564)	5,124,070	4,527,506
Capital contributions	684,700	26,246	710,946
Acquisition and construction of capital assets	(1,278,697)	(26,246)	(1,304,943)
Principal payments on capital debt	(173,556)	-	(173,556)
Interest paid on capital debt	(58,180)	-	(58,180)
Net cash provided (used) by capital financing activities	(1,422,297)	5,124,070	3,701,773
Cash flows from investing activities:			
Interest received on investments	10,119	-	10,119
Net cash provided (used) by investing activities	10,119	-	10,119
Net increase (decrease) in cash and cash equivalents	(249,041)	283,345	34,304
Cash and cash equivalents at beginning of year	250,033	1,501,471	1,751,504
Cash and cash equivalents at end of year	$ 992	$ 1,784,816	$ 1,785,808
Classified as:			
Cash, cash equivalents, and investments	$ 992	$ 1,644,803	$ 1,645,795
Restricted cash and cash equivalents	-	140,013	140,013
Totals	$ 992	$ 1,784,816	$ 1,785,808

(continued)

Combining Statement of Cash Flows
Nonmajor Proprietary Fund
Year Ended June 30, 2020

	Business-type Activities - Enterprise Fund		
	Airport Fund	Housing Authority Fund	Total Nonmajor Proprietary Fund
Reconciliation of operating income (loss) to net cash provided (used) by operating activities			
Operating income (loss)	$ (3,858,162)	$ (5,467,210)	$ (9,325,372)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation and amortization	2,450,676	418,015	2,868,691
Other receipts	395,890	-	395,890
(Increase) decrease in assets:			
Accounts receivable	117,437	21,229	138,666
Allowance for doubtful accounts	(2,000)	-	(2,000)
Prepaid items	-	(23,456)	(23,456)
(Increase) decrease in deferred outflows	(50,464)	126,362	75,898
Increase (decrease) in liabilities:			
Accounts payable	(107,709)	10,461	(97,248)
Accrued payroll, compensated absences	26,631	(43,964)	(17,333)
OPEB	(15,754)	(41,430)	(57,184)
Pension	35,470	(67,312)	(31,842)
Deposits payable	70	1,500	1,570
Advanced revenue	90,123	77,096	167,219
Increase (decrease) in deferred inflows	38,929	52,198	91,127
Total adjustments	2,979,299	530,699	3,509,998
Net cash provided (used) by operating activities	$ (878,863)	$ (4,936,511)	$ (5,815,374)
Noncash investing, capital and financing activities:			
None			

(concluded)

Other Supplementary Information

	Page
Capital Assets Used in the Operation of Governmental Funds	
Schedule by Function and Activity	112
Schedule of Changes by Function and Activity	114
Budgetary Comparison Schedules - Non-Major Governmental Funds	
Housing and Community Services Fund	115
Metropolitan Planning Organization Fund	116
Library Fund	117
BBB Fund	118
Parking District Fund	119
General Obligation Bond Fund	120
Secondary Property Tax Revenue Fund	121
Special Assessment Bond Fund	122
Capital Project Bond Construction	123
Financial Data Submission Schedules	
Net Position Accounts	124
Revenue, Expenses, and Changes in Fund Net Position Accounts	128
Revenue, Expenses, and Changes in Fund Net Position Accounts- Public Housing-Consolidated	135

City of Flagstaff, Arizona
Capital Assets Used in the Operation of Governmental Funds
Schedule By Function and Activity
June 30, 2020

.

Program	Land	Buildings	Improvements
General government	$ 3,706,947	$ 14,104,827	$ 2,975,160
Public safety	3,936,522	27,151,960	113,946
Public works	3,338,900	22,203,888	307,810
Economic and physical development	932,355	15,137,462	254,590
Culture and recreation	24,099,472	23,455,587	19,078,487
Highway and streets	31,831,494	3,789,370	2,482,771
Subtotal	67,845,690	105,843,094	25,212,764
Less: accumulated depreciation	-	(31,418,120)	(19,425,607)
Total governmental funds capital assets	$ 67,845,690	$ 74,424,974	$ 5,787,157

Machinery and Equipment	Construction In Progress	Infrastructure	Total
$ 1,935,050	$ 14,222,527	$ -	$ 36,944,511
18,425,610	5,561	-	49,633,599
1,602,920	34,424	1,117,224	28,605,166
757,652	111,828	899,774	18,093,661
5,012,339	1,673,928	11,023,556	84,343,369
9,933,726	16,276,292	335,829,992	400,143,645
37,667,297	32,324,560	348,870,546	617,763,951
(26,588,066)	-	(191,085,112)	(268,516,905)
$ 11,079,231	$ 32,324,560	$ 157,785,434	$ 349,247,046

City of Flagstaff, Arizona
Capital Assets Used in the Operation of Governmental Funds
Schedule of Changes By Function and Activity
June 30, 2020

Program	Balance July 1, 2019	Additions	Retirements	Transfers In (out)	Balance June 30, 2020
General government	$ 25,022,492	$ 12,059,644	$ (115,305)	$ (22,320)	$ 36,944,511
Public safety	48,351,513	1,543,993	(261,907)	-	49,633,599
Public works	28,758,128	49,835	(228,591)	25,794	28,605,166
Economic and physical development	18,211,680	111,574	(163,485)	(66,108)	18,093,661
Culture and recreation	83,849,715	1,159,250	(594,340)	(71,256)	84,343,369
Highway and streets	379,832,497	22,876,387	(547,223)	(2,018,016)	400,143,645
Total	$ 584,026,025	$ 37,800,683	$ (1,910,851)	$ (2,151,906)	$ 617,763,951

City of Flagstaff, Arizona
Housing & Community Service Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Grants and entitlements	$ 2,073,899	$ 2,073,899	$ 427,841	$ (1,646,058)
Rent	-	-	10,570	10,570
Investment earnings	-	-	16,567	16,567
Miscellaneous	-	-	185,064	185,064
Total revenues	2,073,899	2,073,899	640,042	(1,433,857)
Expenditures:				
Current:				
Economic and physical development	3,040,249	3,040,249	791,405	2,248,844
Total expenditures	3,040,249	3,040,249	791,405	2,248,844
Excess (deficiency) of revenues over (under) expenditures	(966,350)	(966,350)	(151,363)	814,987
Other Financing Sources (Uses):				
Transfers in	142,000	142,000	35,000	107,000
Total other financing sources (uses)	142,000	142,000	35,000	107,000
Net change in fund balances	(824,350)	(824,350)	(116,363)	921,987
Fund balances, beginning of year	992,693	992,693	1,153,185	160,492
Fund balances, end of year	$ 168,343	$ 168,343	$ 1,036,822	$ 1,082,479

Adjustment of budgetary basis to GAAP basis net change in fund balances	$ (116,363)
The City budgets certain revenues on the cash basis, rather than on the modified accrual basis.	10,200
Adjusted net change in fund balance - GAAP basis	$ (106,163)

City of Flagstaff, Arizona
Metropolitan Planning Organization Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Grants and entitlements	$ 1,150,886	$ 1,150,886	$ 710,759	$ (440,127)
Intergovernmental	505,000	505,000	-	(505,000)
Total revenues	1,655,886	1,655,886	710,759	(945,127)
Expenditures:				
Current:				
Economic and physical development	1,433,876	1,433,876	825,764	608,112
Contingency	500,000	500,000	-	500,000
Total expenditures	1,933,876	1,933,876	825,764	1,108,112
Excess (deficiency) of revenues over (under) expenditures	(277,990)	(277,990)	(115,005)	162,985
Other Financing Sources (Uses):				
Transfers in	419,500	419,500	136,500	(283,000)
Total other financing sources (uses)	419,500	419,500	136,500	(283,000)
Net change in fund balances	141,510	141,510	21,495	(120,015)
Fund balances, beginning of year	6,785	6,785	12,635	5,850
Fund balances, end of year	$ 148,295	$ 148,295	$ 34,130	$ (114,165)

City of Flagstaff, Arizona
Library Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Intergovernmental	$ 3,888,971	$ 3,888,971	$ 3,721,855	$ (167,116)
Grants and entitlements	55,000	55,000	40,873	(14,127)
Investment earnings	38,381	38,381	61,635	23,254
Contributions	-	-	33,105	33,105
Miscellaneous	41,000	41,000	31,168	(9,832)
Total revenues	4,023,352	4,023,352	3,888,636	(134,716)
Expenditures:				
Current:				
Culture and recreation	6,752,432	6,752,432	5,619,014	1,133,418
Capital outlay	1,088,390	1,088,390	-	1,088,390
Contingency	100,000	100,000	-	100,000
Total expenditures	7,940,822	7,940,822	5,619,014	2,321,808
Excess (deficiency) of revenues over (under) expenditures	(3,917,470)	(3,917,470)	(1,730,378)	2,187,092
Other Financing Sources (Uses):				
Transfers in	1,662,813	1,662,813	1,662,813	-
Total other financing sources (uses)	1,662,813	1,662,813	1,662,813	-
Net change in fund balances	(2,254,657)	(2,254,657)	(67,565)	2,187,092
Fund balances, beginning of year	3,450,200	3,450,200	4,025,828	575,628
Fund balances, end of year	$ 1,195,543	$ 1,195,543	$ 3,958,263	$ 2,762,720

City of Flagstaff, Arizona
BBB Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Taxes	$ 9,225,000	$ 9,225,000	$ 8,500,700	$ (724,300)
Grants and entitlements	-	-	113	113
Charges for services	89,227	89,227	103,140	13,913
Licenses and permits	-	-	2,405	2,405
Rents	444,884	444,884	355,320	(89,564)
Investment earnings	52,430	52,430	178,304	125,874
Miscellaneous	13,800	13,800	15,129	1,329
Total revenues	9,825,341	9,825,341	9,155,111	(670,230)
Expenditures:				
Current:				
Economic and physical development	4,342,925	4,342,925	3,813,377	529,548
Culture and recreation	811,600	811,600	578,592	233,008
Highways and streets	-	-	16,560	(16,560)
Debt service:				
Principal retirement	150,000	150,000	150,000	-
Interest and other charges	99,188	99,188	98,154	1,034
Capital outlay	5,169,054	5,169,054	841,414	4,327,640
Contingency	160,000	160,000	-	160,000
Total expenditures	10,732,767	10,732,767	5,498,097	5,234,670
Excess (deficiency) of revenues over (under) expenditures	(907,426)	(907,426)	3,657,014	4,564,440
Other Financing Sources (Uses):				
Transfers in	208,000	208,000	208,000	-
Transfers out	(4,303,947)	(4,303,947)	(3,554,099)	749,848
Total other financing sources (uses)	(4,095,947)	(4,095,947)	(3,346,099)	749,848
Net change in fund balances	(5,003,373)	(5,003,373)	310,915	5,314,288
Fund balances, beginning of year	9,627,587	9,627,587	11,966,929	2,339,342
Fund balances, end of year	$ 4,624,214	$ 4,624,214	$ 12,277,844	$ 7,653,630

Adjustment from budgetary basis to GAAP basis net change in fund balances	$ 310,915
The City budgets certain revenues on the cash basis, rather than on the modified accrual basis.	(509,298)
Adjusted net change in fund balance - GAAP basis	$ (198,383)

City of Flagstaff, Arizona
Parking District Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Charges for service	$ 1,466,434	$ 1,466,434	$ 1,130,812	$ (335,622)
Grants	-	-	32	32
Investment earnings	14,000	14,000	24,277	10,277
Miscellaneous	-	-	69	69
Total revenues	1,480,434	1,480,434	1,155,190	(325,244)
Expenditures:				
Current:				
Highways and streets	906,677	906,677	670,750	235,927
Debt service:				
Principal retirement	93,358	93,358	93,358	-
Interest and other charges	21,668	21,668	21,668	-
Contingency	30,000	30,000	-	30,000
Capital outlay	726,148	726,148	39,249	686,899
Total expenditures	1,777,851	1,777,851	825,025	952,826
Excess (deficiency) of revenues over (under) expenditures	(297,417)	(297,417)	330,165	627,582
Other Financing Sources (Uses):				
Transfers out	(96,350)	(96,350)	(96,350)	-
Total other financing sources (uses)	(96,350)	(96,350)	(96,350)	-
Net change in fund balances	(393,767)	(393,767)	233,815	627,582
Fund balances, beginning of year	935,686	935,686	1,156,912	221,226
Fund balances, end of year	$ 541,919	$ 541,919	$ 1,390,727	$ 848,808

City of Flagstaff, Arizona
General Obligation Bond Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Expenditures:				
Debt service:				
Principal retirement	$ 6,305,227	$ 6,305,227	$ 5,610,894	$ 694,333
Interest and other charges	1,409,820	1,409,820	1,404,091	5,729
Total expenditures	7,715,047	7,715,047	7,014,985	700,062
Excess (deficiency) of revenues over (under) expenditures	(7,715,047)	(7,715,047)	(7,014,985)	700,062
Other Financing Sources (Uses):				
Transfers in	7,715,047	7,715,047	7,014,985	(700,062)
Total other financing sources (uses)	7,715,047	7,715,047	7,014,985	(700,062)
Net change in fund balances	-	-	-	-
Fund balances, beginning of year	-	-	-	-
Fund balances, end of year	$ -	$ -	$ -	$ -

City of Flagstaff, Arizona
Secondary Property Tax Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Taxes	$ 7,268,436	$ 7,268,436	$ 7,235,558	$ (32,878)
Investment earnings	34,000	34,000	42,403	8,403
Total revenues	7,302,436	7,302,436	7,277,961	(24,475)
Expenditures:				
Total expenditures	-	-	-	-
Excess (deficiency) of revenues over expenditures	7,302,436	7,302,436	7,277,961	(24,475)
Other Financing Sources (Uses):				
Transfers out	(7,715,047)	(7,715,047)	(7,014,985)	700,062
Total other financing sources (uses)	(7,715,047)	(7,715,047)	(7,014,985)	700,062
Net change in fund balances	(412,611)	(412,611)	262,976	675,587
Fund balances, beginning of year	6,831,341	6,831,341	6,879,666	48,325
Fund balances, end of year	$ 6,418,730	$ 6,418,730	$ 7,142,642	$ 723,912

City of Flagstaff, Arizona
Special Assessment Bond Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Investment earnings	$ 1,000	$ 1,000	$ 1,860	$ 860
Total revenues	1,000	1,000	1,860	860
Expenditures:				
General governmental	-	-	424	-
Total expenditures	-	-	424	-
Excess (deficiency) of revenues over (under) expenditures	1,000	1,000	1,436	860
Fund balances, beginning of year	114,060	121,390	121,390	-
Fund balances, end of year	$ 115,060	$ 122,390	$ 122,826	$ 860

City of Flagstaff, Arizona
Capital Projects Bond Construction
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2020

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Grants and entitlements	$ 189,000	$ 189,000	$ 1,000,000	$ 811,000
Investment earnings	10,000	10,000	89,904	79,904
Total revenues	199,000	199,000	1,089,904	890,904
Expenditures:				
Current:				
General government	6,357,188	6,357,188	1,681,248	4,675,940
Public works	-	-	1,373	(1,373)
Economic and physical development	-	-	13,707	(13,707)
Culture and recreation	-	-	840	(840)
Capital outlay	29,896,721	29,896,721	11,991,222	17,905,499
Total expenditures	36,253,909	36,253,909	13,688,390	22,565,519
Excess (deficiency) of revenues over (under) expenditures	(36,054,909)	(36,054,909)	(12,598,486)	23,456,423
Other Financing Sources (Uses):				
Bonds issued	28,000,000	28,000,000	16,203,314	(11,796,686)
Transfers in	575,000	575,000	325,000	(250,000.00)
Total other financing sources (uses)	28,575,000	28,575,000	16,528,314	(12,046,686)
Net change in fund balances	(7,479,909)	(7,479,909)	3,929,828	11,409,737
Fund balances, beginning of year	7,723,947	7,723,947	1,282,835	(6,441,112)
Fund balances, end of year	$ 244,038	$ 244,038	$ 5,212,663	$ 4,968,625

City of Flagstaff, Arizona
Financial Data Submission Summary
Net Position Accounts
Year Ended June 30, 2020

	Public Housing 14.850 & 14.872	Public Housing CARES Act 14.PHC	Housing Choice Vouchers 14.871	HCV CARES Act 14.HCC
Assets:				
Current Assets:				
Cash:				
Cash - Unrestricted	$ 1,160,282	$ -	$ 336,684	$ -
Cash - Other Restricted	-	-	-	64,982
Cash - Tenant Security Deposits	74,844	-	-	-
Cash - Restricted - Payment of Current Liabilities	-	-	-	187
Total Cash	1,235,126	-	336,684	65,169
Accounts Receivables:				
Accounts Receivable - PHA Projects	-	-	-	-
Accounts Receivable - HUD Other Projects	81,077	4,144	-	-
Accounts Receivable - Other Government	14,397	-	-	-
Accounts Receivable - Miscellaneous	-	-	2,289	-
Accounts Receivable - Tenants	7,257	-	-	-
Allowance for Doubtful Accounts - Tenants	(1,061)	-	-	-
Allowance for Doubtful Accounts - Other	-	-	(94)	-
Fraud Recovery	9,799	-	-	-
Allowance for Doubtful Accounts - Fraud	(9,799)	-	-	-
Accrued Interest Receivable	-	-	-	-
Total Receivables, Net	101,670	4,144	2,195	-
Current investments				
Investments - Unrestricted	-	-	-	-
Investments - Restricted	-	-	-	-
Investments - Restricted for Payment of Current Liability	-	-	-	-
Prepaid Expenses and Other Assets	63,913	-	395	-
Inventories	-	-	-	-
Allowance for Obsolete Inventories	-	-	-	-
Inter Program Due From	186	-	23	-
Assets Held for Sale	-	-	-	-
Total Current Assets	1,400,895	4,144	339,297	65,169
Noncurrent Assets:				
Capital Assets:				
Land	921,950	-	-	-
Buildings	10,397,522	-	-	-
Furniture, Equipment & Machinery - Dwellings	931,021	-	-	-
Furniture, Equipment & Machinery - Administration	516,947	-	-	-
Leasehold Improvements	-	-	-	-
Accumulated Depreciation	(8,926,823)	-	-	-
Construction in Progress	-		-	-
Total Capital Assets, Net	3,840,617	-	-	-
Notes receivable - Noncurrent	-	-	-	-
Other Assets	-	-	-	-
Total Non-Current Assets	3,840,617	-	-	-
Deferred Outflow of Resources	146,910	-	40,490	-
Total Assets and Deferred Outflow of Resources	$ 5,388,422	$ 4,144	$ 379,787	$ 65,169

Businesss Activities	Moderate Rehabilitation 14.856	Elimination	Total
$ 147,837	$ -	$ -	$ 1,644,803
-	-	-	64,982
-	-	-	74,844
-	-	-	187
147,837	-	-	1,784,816
-	-	-	-
-	-	-	85,221
-	-	-	14,397
6,686	-	-	8,975
-	-	-	7,257
-	-	-	(1,061)
-	-	-	(94)
-	-	-	9,799
-	-	-	(9,799)
-	-	-	-
6,686	-	-	114,695
-	-	-	-
-	-	-	-
-	-	-	-
2,443	-	-	66,751
-	-	-	-
-	-	-	-
-	17,572	(17,781)	-
-	-	-	-
156,966	17,572	(17,781)	1,966,262
-	-	-	921,950
-	-	-	10,397,522
-	-	-	931,021
-	-	-	516,947
-	-	-	-
-	-	-	(8,926,823)
-	-	-	-
-	-	-	3,840,617
-	-	-	-
-	-	-	-
-	-	-	3,840,617
50,842	-	-	238,242
$ 207,808	$ 17,572	$ (17,781)	$ 6,045,121

(continued)

City of Flagstaff, Arizona
Financial Data Submission Summary
Net Position Accounts
Year Ended June 30, 2020

	Public Housing 14.850 & 14.872	Public Housing CARES Act 14.PHC	Housing Choice Vouchers 14.871	HCV CARES Act 14.HCC
Liabilities and Net Position:				
Liabilities:				
Current Liabilities:				
Bank Overdraft	$ -	$ -	$ -	$ -
Accounts Payable <= 90 Days	135,860	374	3,346	187
Accrued Wage/Payroll Taxes Payable	38,944	-	10,071	-
Accrued Compensated Absences	35,325	-	10,123	-
Accrued Interest Payable	-	-	-	-
Accounts Payable - HUD PHA Programs	-	3,770	-	-
Account Payable - PHA Projects	-	-	-	-
Accounts Payable - Other Government	69,949	-	17,091	-
Tenant Security Deposits	74,844	-	-	-
Unearned Revenues	25,420	-	-	64,982
Current Portion of L-T Debt - Capital	-	-	-	-
Current Portion of L-T Debt - Operating	-	-	-	-
Other Current Liabilities	-	-	-	-
Accrued Liabilities - Other	-	-	-	-
Inter Program - Due To	74	-	16,733	-
Total Current Liabilities	380,416	4,144	57,364	65,169
Noncurrent Liabilities				
Long-term Debt, Net of Current - Capital	-	-	-	-
Long-term Debt, Net of Current - Operating	-	-	-	-
Non-current Liabilities - Other	-	-	-	-
Accrued Compensated Absences	68,768	-	8,555	-
Accrued Pension and OPEB Liabilities	1,486,498	-	268,761	-
Total Non-Current Liabilities	1,555,266	-	277,316	-
Total Liabilities	1,935,682	4,144	334,680	65,169
Deferred Inflow of Resources	234,545	-	41,924	-
Net Position:				
Net Investment in Capital Assets	3,840,617	-	-	-
Restricted Net Position	-	-	-	-
Unrestricted Net Position	(622,422)	-	3,183	-
Total Equity/Net Position	3,218,195	-	3,183	-
Total Liabilities, Deferred Inflows of Resources and Equity/ Net Position	$ 5,388,422	$ 4,144	$ 379,787	$ 65,169

Businesss Activities	Moderate Rehabilitation 14.856	Elimination	Total
$ -	$ -	$ -	$ -
153	-	-	139,920
12,368	-	-	61,383
-	-	-	45,448
-	-	-	-
-	8,514	-	12,284
-	-	-	-
20,862	-	-	107,902
-	-	-	74,844
-	-	-	90,402
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
462	512	(17,781)	-
33,845	9,026	(17,781)	532,183
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	77,323
431,435	-	-	2,186,694
431,435	-	-	2,264,017
465,280	9,026	(17,781)	2,796,200
77,981	-	-	354,450
-	-	-	3,840,617
-	-	-	-
(335,453)	8,546	-	(946,146)
(335,453)	8,546	-	2,894,471
$ 207,808	$ 17,572	$ (17,781)	$ 6,045,121

(concluded)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Year Ended June 30, 2020

	Public Housing 14.850 & 14.872	Public Housing CARES Act 14.PHC	Housing Choice Vouchers 14.871	HCV CARES Act 14.HCC
Revenues:				
Net Tenant Rental Revenue	$ 1,359,670	$ -	$ -	$ -
Tenant Revenue - Other	12,786	-	-	-
Total Tenant Revenue	1,372,456	-	-	-
HUD PHA Operating Grants	638,278	4,144	4,440,554	426
Capital Grants	26,246	-	-	-
Management Fee	-	-	-	-
Asset Management Fee	-	-	-	-
Bookkeeping Fee	-	-	-	-
Front Line Service Fee	-	-	-	-
Other Fees	-	-	-	-
Other Government Grants	-	-	-	-
Investment Income - Unrestricted	-	-	-	-
Mortgage Interest Income	-	-	-	-
Proceeds -Disposition of Assets Held for Sale	-	-	-	-
Cost of Sale of Assets	-	-	-	-
Fraud Recovery	14,196	-	20,128	-
Other Revenue	5,648		449,233	
Gain or Loss on Sale of Capital Assets	-	-	-	-
Investment Income - Restricted	-	-	-	-
Total Revenue	2,056,824	4,144	4,909,915	426
Expenses:				
Administrative				
Administrative Salaries	391,097	-	164,418	-
Auditing Fees	5,100	-	2,050	-
Management Fee	-	-	-	-
Bookkeeping Fee	-	-	-	-
Advertising and Marketing	630	-	315	-
Employee Benefit - Administrative	277,330	-	69,759	-
Office Expenses	60,083	1,101	28,509	426
Legal Expense	3,777	-	-	-
Travel	38,477	-	3,428	-
Allocated Overhead	-	-	-	-
Other	20,286	-	32,114	-
Total Administrative	796,780	1,101	300,593	426
Tenant Services				
Asset Management Fee	-	-	-	-
Tenant Services - Salaries	-	-	-	-
Relocation Costs	-	-	-	-
Employee Benefit - Tenant Services	-	-	-	-
Tenant Services - Other	12	-	-	-
Total Tenant Services	12	-	-	-

Businesss Activities	Moderate Rehabilitation 14.856	Elimination	Total
$ -	$ -	$ -	$ 1,359,670
-	-	-	12,786
-	-	-	1,372,456
-	92,559	-	$ 5,175,961
-	-	-	26,246
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	1,738	-	36,062
357,095	-	-	811,976
-	-	-	-
-	-	-	-
357,095	94,297	-	7,422,701
100,068	-	-	655,583
500	1,000	-	8,650
-	-	-	-
-	-	-	-
-	-	-	945
87,478	-	-	434,567
11,004	24	-	101,147
542	-	-	4,319
6,576	-	-	48,481
-	-	-	-
2,822	11,304	-	66,526
208,990	12,328	-	1,320,218
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	12
-	-	-	12

(continued)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Year Ended June 30, 2020

	Public Housing 14.850 & 14.872	Public Housing CARES Act 14.PHC	Housing Choice Vouchers 14.871	HCV CARES Act 14.HCC
Utilities				
Water	189,571	-	-	-
Electricity	18,086	-	-	-
Gas	79,620	-	-	-
Fuel	-	-	-	-
Labor	-	-	-	-
Sewer	74,818	-	-	-
Employee Benefit - Utilities	-	-	-	-
Other Utilities Expense	-	-	-	-
Total Utilities	362,095	-	-	-
Ordinary Maintenance and Operations				
Labor	433,285	3,043	-	-
Materials and Other	82,585	-	-	-
Ordinary Maintenance and Operations Contracts	131,764	-	-	-
Employee Benefit Contributions - Ordinary Maintenance	-	-	-	-
Total Maintenance	647,634	3,043	-	-
Protective Services				
Protective Services - Labor	-	-	-	-
Protective Services - Other Contract Costs	11,536	-	1,725	-
Protective Services - Other	-	-	-	-
Employee Benefit - Protective Services	-	-	-	-
Total Protective Services	11,536	-	1,725	-
General Expense				
Property Insurance	57,139	-	-	-
Liability Insurance	21,845	-	-	-
Workmen's Compensation	8,723	-	1,592	-
All Other Insurance	8,242	-	3,720	-
Total insurance Premiums	95,949	-	5,312	-
Other General Expenses	-	-	5,226	-
Compensated Absences	-	-	-	-
Payments in Lieu of Taxes	101,529	-	-	-
Bad debt - Tenant Rents	2,360	-	-	-
Bad debt - Mortgages	-	-	-	-
Bad debt - Other	-	-	-	-
Severance Expense	-	-	-	-
Total General Expenses	103,889	-	5,226	-
Financial Expenses				
Interest Expense - Mortgage Payable	-	-	-	-
Interest on Notes Payable (Short & Long Term)	-	-	-	-
Amortization of Bond Issue Costs	-	-	-	-
Total Financial Expenses	-	-	-	-
Total Operating Expenses	2,017,895	4,144	312,856	426
Excess of Operating Revenue over Operating Expenses	38,929	-	4,597,059	-

Businesss Activities	Moderate Rehabilitation 14.856	Elimination	Total
-	-	-	189,571
1,221	-	-	19,307
-	-	-	79,620
-	-	-	-
-	-	-	-
-	-	-	74,818
-	-	-	-
-	-	-	-
1,221	-	-	363,316
145,977	-	-	582,305
7,789	-	-	90,374
1,088	-	-	132,852
-	-	-	-
154,854	-	-	805,531
-	-	-	-
1,739	-	-	15,000
-	-	-	-
-	-	-	-
1,739	-	-	15,000
-	-	-	57,139
-	-	-	21,845
2,807	-	-	13,122
-	-	-	11,962
2,807	-	-	104,068
			-
-	-	-	5,226
-	-	-	-
-	-	-	101,529
-	-	-	2,360
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	109,115
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
369,611	12,328	-	2,717,260
(12,516)	81,969	-	4,705,441

(continued)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Year Ended June 30, 2020

	Public Housing 14.850 & 14.872	Public Housing CARES Act 14.PHC	Housing Choice Vouchers 14.871	HCV CARES Act 14.HCC
Other Expenses				
Extraordinary Maintenance	14,139	-	-	-
Casualty Losses - Non-capitalized	-	-	-	-
Housing Assistance Payments	-	-	4,039,171	-
HAP Portability-In	-	-	418,163	-
Depreciation Expense	418,015	-	-	-
Fraud Losses	-	-	-	-
Capital Outlays - Governmental Funds	-	-	-	-
Debt Principal Payment - Governmental Funds	-	-	-	-
Dwelling Units Rent Expense	-	-	-	-
Total Other Expense	432,154	-	4,457,334	-
Total Expenses	2,450,049	4,144	4,770,190	426
Other Financing Sources (Uses)				
Operating Transfer In	-	-	-	-
Operating Transfer Out	-	-	-	-
Operating Transfers from/to Primary Government	-	-	-	-
Operating Transfers from/to Component Unit	-	-	-	-
Proceeds from Notes, Loans and Bonds	-	-	-	-
Proceeds from Property Sales	-	-	-	-
Extraordinary Items, Net Gain/Loss	-	-	-	-
Special Items (Net Gain/Loss)	-	-	-	-
Inter Project Excess Cash Transfer In	-	-	-	-
Inter Project Excess Cash Transfer Out	-	-	-	-
Transfers between Program and Project - In	-	-	-	-
Transfers between Project and Program - Out	-	-	-	-
Transfer of Funds	-	-	-	-
Transfer of Equity	-	-	-	-
Prior Period Adjustments	-	-	-	-
Total Other financing Sources (Uses)	-	-	-	-
Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	(393,225)	-	139,725	-
Beginning Net Position	3,611,420	-	(136,542)	-
Required Annual Debt Principal Payments	-	-	-	-
Prior Period Adjustments, Equity Transfers and Correction of Errors	-	-	-	-
Changes in Compensated Absence Balance	-	-	-	-
Changes in Contingent Liability Balance	-	-	-	-
Changes in Unrecognized Pension Transition Liability	-	-	-	-
Changes in Special Term/Severance Benefits Liability	-	-	-	-
Changes in Allowance for Doubtful Accounts - Dwelling Rents	-	-	-	-
Changes in Allowance for Doubtful Accounts - Other	-	-	-	-
Ending Net Position	$ 3,218,195	$ -	$ 3,183	$ -

Businesss Activities	Moderate Rehabilitation 14.856	Elimination	Total
-	-	-	14,139
-	-	-	-
-	80,956	-	4,120,127
-	-	-	418,163
-	-	-	418,015
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	80,956	-	4,970,444
369,611	93,284	-	7,687,704
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
(12,516)	1,013	-	(265,003)
(322,937)	7,533	-	3,159,474
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
$ (335,453)	$ 8,546	$ -	$ 2,894,471

(continued)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Year Ended June 30, 2020

	Public Housing 14.850 & 14.872	Public Housing CARES Act 14.PHC	Housing Choice Vouchers 14.871	HCV CARES Act 14.HCC
Administrative Fee Equity	$ -	$ -	$ (59,169)	$ -
Housing Assistance Payments Equity	-	-	62,352	-
Unit Months Available	3,180	-	5,268	-
Number of Unit Months Leased	3,099	-	4,975	-
Excess Cash	795,054	-	-	-
Land Purchases	-	-	-	-
Building Purchases	26,245	-	-	-
Furniture & Equipment - Dwelling Purchases	-	-	-	-
Furniture & Equipment - Administrative Purchases	-	-	-	-
Leasehold Improvements Purchases	-	-	-	-
Infrastructure Purchases	-	-	-	-
CFFP Debt Service Payments	-	-	-	-
Replacement Housing Factor Funds	-	-	-	-

Businesss Activities	Moderate Rehabilitation 14.856	Elimination	Total
$ -	$ -	$ -	$ (59,169)
-	-	-	62,352
-	144	-	8,592
-	134	-	8,208
-	-	-	795,054
-	-	-	-
-	-	-	26,245
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

(concluded)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Public Housing - Consolidated
Year Ended June 30, 2020

	Operating Fund Program	Capital Fund Grants	Other Project Total
Revenues:			
Net Tenant Rental Revenue	$ 1,359,670	$ -	$ 1,359,670
Tenant Revenue - Other	12,786	-	12,786
Total Tenant Revenue	1,372,456	-	1,372,456
HUD PHA Operating Grants	544,409	93,869	638,278
Capital Grants	-	26,246	26,246
Management Fee	-	-	-
Asset Management Fee	-	-	-
Bookkeeping Fee	-	-	-
Front Line Service Fee	-	-	-
Other Fees	-	-	-
Other Government Grants	-	-	-
Investment Income - Unrestricted	-	-	-
Mortgage Interest Income	-	-	-
Fraud Recovery	14,196	-	14,196
Other Revenue	5,648	-	5,648
Gain or Loss on Sale of Capital Assets	-	-	-
Investment Income - Restricted	-	-	-
Total Revenue	1,936,709	120,115	2,056,824
Expenses:			
Administrative			
Administrative Salaries	366,675	24,422	391,097
Auditing Fees	4,100	1,000	5,100
Management Fee	-	-	-
Bookkeeping Fee	-	-	-
Advertising and Marketing	630	-	630
Employee Benefit - Administrative	270,988	6,342	277,330
Office Expenses	60,083	-	60,083
Legal Expense	3,777	-	3,777
Travel	13,113	25,364	38,477
Allocated Overhead	-	-	-
Other	5,827	14,459	20,286
Total Administrative	725,193	71,587	796,780
Tenant Services			
Tenant Services - Salaries	-	-	-
Relocation Costs	-	-	-
Employee Benefit - Tenant Services	-	-	-
Tenant Services - Other	12	-	12
Total Tenant Services	12	-	12
Utilities			
Water	189,571	-	189,571
Electricity	18,086	-	18,086
Gas	79,620	-	79,620
Sewer	74,818	-	74,818
Employee Benefit - Utilities	-	-	-
Other Utilities Expense	-	-	-
Total Utilities	362,095	-	362,095

(continued)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Public Housing - Consolidated
Year Ended June 30, 2020

	Operating Fund Program	Capital Fund Grants	Other Project Total
Ordinary Maintenance and Operations			
Labor	433,285	-	433,285
Materials and Other	82,585	-	82,585
Contracts	123,838	7,926	131,764
Employee Benefit Contributions	-	-	-
Total Maintenance	639,708	7,926	647,634
Protective Services			
Protective Services - Labor	-	-	-
Protective Services - Other Contract Costs	11,536	-	11,536
Protective Services - Other	-	-	-
Employee Benefit - Protective Services	-	-	-
Total Protective Services	11,536	-	11,536
General Expense			
Property Insurance	57,139	-	57,139
Liability Insurance	21,845	-	21,845
Workmen's Compensation	8,506	217	8,723
All Other Insurance	8,242	-	8,242
Total insurance Premiums	95,732	217	95,949
Other General Expenses			
Compensated Absences	-	-	-
Payments in Lieu of Taxes	101,529	-	101,529
Bad debt - Tenant Rents	2,360	-	2,360
Bad debt - Mortgages	-	-	-
Bad debt - Other	-	-	-
Severance Expense	-	-	-
Total Other General Expenses	103,889	-	103,889
Financial Expenses			
Interest Expense - Mortgage Payable	-	-	-
Amortization of Bond Issue Costs	-	-	-
Total Financial Expenses	-	-	-
Total Operating Expenses	1,938,165	79,730	2,017,895
Excess of Operating Revenue over Operating Expenses	(1,456)	40,385	38,929
Other Expenses			
Extraordinary Maintenance	-	14,139	14,139
Casualty Losses - Non-capitalized	-	-	-
Housing Assistance Payments	-	-	-
HAP Portability-In	-	-	-
Depreciation Expense	418,015	-	418,015
Fraud Losses	-	-	-
Total Other Expense	418,015	14,139	432,154
Total Expenses	2,356,180	93,869	2,450,049

(continued)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Public Housing - Consolidated
Year Ended June 30, 2020

	Operating Fund Program	Capital Fund Grants	Other Project Total
Other Financing Sources (Uses)			
Operating Transfer In	-	-	-
Operating transfer Out	-	-	-
Operating Transfers from/to Primary Government	-	-	-
Operating Transfers from/to Component Unit	-	-	-
Proceeds from Notes, Loans and Bonds	-	-	-
Proceeds from Property Sales	-	-	-
Extraordinary Items, Net Gain/Loss	-	-	-
Special Items (Net Gain/Loss)	-	-	-
Inter Project Excess Cash Transfer In	-	-	-
Inter Project Excess Cash Transfer Out	-	-	-
Transfers between Program and Project - In	-	-	-
Transfers between Project and Program - Out	-	-	-
Transfer of Funds	-	-	-
Transfer of Equity	-	-	-
Prior Period Adjustments	-	-	-
Total Other financing Sources (Uses)	-	-	-
Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	(419,471)	26,246	(393,225)
Beginning Net Position	3,611,420	-	3,611,420
Required Annual Debt Principal Payments	-	-	-
Prior Period Adjustments, Equity Transfers and Correction of Errors	26,245	(26,245)	-
Changes in Compensated Absence Balance	-	-	-
Changes in Contingent Liability Balance	-	-	-
Changes in Unrecognized Pension Transition Liability	-	-	-
Changes in Special Term/Severance Benefits Liability	-	-	-
Changes in Allowance for Doubtful Accounts - Dwelling Rents	-	-	-
Changes in Allowance for Doubtful Accounts - Other	-	-	-
Ending Net Position	$ 3,218,194	$ 1	$ 3,218,195
Administrative Fee Equity	$ -	$ -	$ -
Housing Assistance Payments Equity	-	-	-
Unit Months Available	3,180	-	3,180
Number of Unit Months Leased	3,099	-	3,099
Excess Cash	795,054	-	795,054
Land Purchases	-	-	-
Building Purchases	-	26,245	26,245
Furniture & Equipment - Dwelling Purchases	-	-	-
Furniture & Equipment - Administrative Purchases	-	-	-
Leasehold Improvements Purchases	-	-	-
Infrastructure Purchases	-	-	-
CFFP Debt Service Payments	-	-	-
Replacement Housing Factor Funds	-	-	-

(concluded)

Statistical Section

This part of the City of Flagstaff's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the city's overall financial health.

Contents:

	Page
Financial Trends	140
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	
Revenue Capacity	146
These schedules contain information to help the reader assess the City's most significant local revenue source, sales tax.	
Debt Capacity	149
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	
Demographic and Economic Information	158
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	
Operating Information	164
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

Schedule 1
City of Flagstaff
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015[1]	2015-2016	2016-2017	2017-2018[2]	2018-2019	2019-2020
Governmental activities										
Net investment in capital assets	$ 217,879,986	$ 219,112,469	$ 222,690,985	$ 227,347,151	$ 230,658,509	$ 246,897,365	$245,638,486	$251,337,203	$262,523,967	$275,765,434
Restricted	23,971,870	34,679,441	43,856,244	43,761,156	53,192,347	60,981,953	86,071,589	86,287,362	81,804,376	90,040,134
Unrestricted	42,863,692	37,309,699	32,288,032	37,176,483	(65,530,075)	(72,922,639)	(92,822,132)	(91,938,637)	(91,237,974)	(84,540,350)
Total governmental activities net position	$ 284,715,548	$ 291,101,609	$ 298,835,261	$ 308,284,790	$ 218,320,781	$ 234,956,679	$ 238,887,943	$245,685,928	$253,090,369	$281,265,218
Business-type activities										
Net investment in capital assets	$ 303,113,402	$ 304,418,393	$ 304,560,897	$ 310,552,949	$ 311,963,433	$ 311,644,865	$ 317,301,221	$ 327,068,826	$ 320,224,485	$ 326,373,816
Restricted	3,003,129	2,805,002	2,694,262	2,492,562	2,664,263	2,903,553	3,142,245	-	-	-
Unrestricted	17,190,191	23,968,903	29,195,853	31,128,319	18,390,515	20,537,654	26,426,890	24,117,982	37,550,330	41,842,104
Total business-type activities and net positio	$ 323,306,722	$ 331,192,298	$ 336,451,012	$ 344,173,830	$ 333,018,211	$ 335,086,072	$ 346,870,356	$ 351,186,808	$ 357,774,815	$ 368,215,920
Primary government										
Net investment in capital assets	$ 520,993,388	$ 523,530,862	$ 527,251,882	$ 537,900,100	$ 542,621,942	$ 558,542,230	$ 562,939,707	$ 578,406,029	$ 582,748,452	$ 602,139,250
Restricted	26,974,999	37,484,442	46,550,506	46,253,718	55,856,610	63,885,506	89,213,834	86,287,362	81,804,376	90,040,134
Unrestricted	60,053,883	61,278,603	61,483,885	68,304,802	(47,139,560)	(52,384,985)	(66,395,242)	(67,820,655)	(53,687,644)	(42,698,246)
Total primary government net position	$ 608,022,270	$ 622,293,907	$ 635,286,273	$ 652,458,620	$ 551,338,992	$ 570,042,751	$ 585,758,299	$ 596,872,736	$ 610,865,184	$ 649,481,138

(1) In fiscal year 2014-2015, beginning net position was restated due to the implementation of GASB Statement No. 68
(2) In fiscal year 2017-2018, beginning net position was restated due to the implementation of GASB Statement No. 75

Source: Statement of Net Position prepared for the CAFR.

Schedule 2
City of Flagstaff
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Expenses										
Governmental activities:										
General government	$ 7,850,954	$ 9,406,406	$ 10,442,808	$ 10,732,510	$ 17,625,846	$ 17,210,187	$ 19,320,158	$ 20,893,077	$ 20,428,990	$ 18,404,198
Public safety	25,987,193	27,175,720	27,269,325	28,730,111	35,255,450	34,711,251	42,090,228	39,801,651	42,341,569	44,262,923
Public works	1,754,033	1,615,941	1,718,767	1,573,541	1,664,308	1,650,323	1,895,576	1,477,756	1,982,339	2,130,869
Economic and physical development	8,474,776	9,639,003	9,210,500	9,018,496	9,343,417	10,259,240	9,833,154	10,401,134	10,295,023	11,019,964
Culture and recreation	12,854,824	12,434,695	13,342,588	12,919,475	12,511,424	12,974,830	13,563,829	14,521,931	14,138,231	15,631,659
Highways and streets	19,275,381	16,328,771	15,431,985	17,698,346	18,174,944	13,059,212	15,849,094	16,992,461	19,316,189	17,417,183
Interest on long-term debt	3,370,918	2,944,057	2,902,196	2,946,685	2,944,000	2,295,418	2,743,633	2,623,267	2,163,451	2,076,671
Total governmental activities expense	79,568,079	79,544,593	80,318,169	83,619,164	97,519,389	92,160,461	105,295,672	106,711,277	110,665,792	110,943,467
Business-type activities:										
Water	21,491,239	22,708,636	22,568,661	24,366,128	14,307,902	14,674,337	15,454,108	15,173,129	16,152,593	18,421,251
Wastewater and reclaimed	-	-	-	-	10,879,594	10,490,816	11,150,309	11,055,308	10,992,004	10,045,850
Environmental	11,610,370	7,828,286	11,671,366	11,637,566	12,071,509	12,087,144	12,337,663	17,913,116	12,533,960	12,643,566
Airport	4,584,733	4,268,099	5,226,977	4,118,280	4,540,208	4,307,615	5,080,905	4,790,967	4,833,095	5,553,096
Housing authority	5,811,922	6,165,612	5,986,508	6,090,790	6,084,019	6,125,950	6,657,398	6,981,632	7,241,036	7,687,704
Stormwater	1,121,555	1,361,658	1,196,589	1,576,865	1,184,464	1,245,532	1,180,230	1,437,221	1,401,054	1,431,353
Total business-type activities expense	44,619,819	42,332,291	46,650,101	47,789,629	49,067,696	48,931,394	51,860,613	57,351,373	53,153,742	55,782,820
Total primary government expense	$ 124,187,898	$ 121,876,884	$ 126,968,270	$ 131,408,793	$ 146,587,085	$ 141,091,855	$ 157,156,285	$ 164,062,650	$ 163,819,534	$ 166,726,287
Program Revenues										
Governmental activities:										
Charges for services:										
General government	$ 2,646,424	$ 3,364,479	$ 3,448,665	$ 4,568,438	$ 3,091,342	$ 3,241,987	$ 3,143,969	$ 2,685,942	$ 2,759,870	$ 2,418,517
Public safety	1,144,636	1,611,109	1,491,842	628,038	879,755	647,910	832,352	888,558	885,484	665,670
Public works	1,537,188	1,551,419	1,611,306	1,215	520	605	740	940	6,160	1,198
Economic and physical development	162,715	53,747	52,386	903,233	2,329,258	3,767,060	3,785,805	4,334,694	4,284,343	6,152,909
Culture and recreation	1,442,901	1,455,067	1,507,855	1,656,628	1,605,120	1,633,338	1,785,874	1,845,794	1,754,950	1,264,523
Highways and streets	-	-	-	-	-	-	173,960	1,346,238	1,547,532	1,326,992
Operating grants and contributions	7,965,474	7,414,767	6,866,279	7,071,557	6,670,678	7,726,612	7,723,935	7,220,425	7,685,026	15,851,393
Capital grants and contributions	9,226,778	12,200,969	11,318,522	14,603,667	13,008,629	11,806,049	8,774,146	11,096,549	10,023,919	11,977,909
Total governmental activities program revenues	24,126,116	27,651,557	26,296,855	29,432,776	27,585,302	28,823,561	26,220,781	29,419,140	28,947,284	39,659,111
Business-type activities:										
Charges for services:										
Water	18,781,751	19,937,196	22,629,862	23,432,153	14,043,177	14,589,041	15,973,118	16,156,035	16,219,453	17,480,478
Wastewater and reclaimed	-	-	-	-	8,907,760	9,387,949	9,943,603	10,594,304	11,137,492	11,388,928
Environmental	12,010,554	12,030,990	12,000,124	12,490,237	12,646,619	12,760,747	13,047,045	12,891,528	12,674,791	12,863,428
Airport	1,388,076	1,492,559	1,486,247	1,504,703	1,528,202	1,603,852	1,503,945	1,624,593	1,741,470	1,641,859
Housing authority	1,437,841	1,299,987	994,123	974,184	1,027,945	1,455,715	1,605,422	1,824,876	2,025,923	2,220,494
Stormwater	1,456,894	1,446,602	1,455,405	1,465,522	1,466,347	1,495,296	1,598,913	2,109,364	2,704,123	4,383,791
Operating grants and contributions	5,090,475	4,624,234	4,884,129	4,051,236	4,742,685	4,775,797	4,953,619	4,806,729	5,359,352	6,826,998
Capital grants and contributions	4,220,708	7,960,357	6,622,143	7,835,529	4,749,158	4,339,777	13,162,230	10,117,475	4,523,132	6,000,761
Total business-type activities program revenues	44,386,299	48,791,925	50,072,033	51,753,564	49,111,893	50,408,174	61,787,895	60,124,904	56,385,736	62,806,737
Total primary government program revenues	$ 68,512,415	$ 76,443,482	$ 76,368,888	$ 81,186,340	$ 76,697,195	$ 79,231,735	$ 88,008,676	$ 89,544,044	$ 85,333,020	$ 102,465,848

Schedule 2 (continued)
City of Flagstaff
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Net (Expense)/Revenue										
Governmental activities	$ (55,441,963)	$ (51,893,036)	$ (54,021,314)	$ (54,186,388)	$ (69,934,087)	$ (63,336,900)	$ (79,074,891)	$ (77,292,137)	$ (81,718,508)	$ (71,284,356)
Business-type activities	(233,520)	6,459,634	3,421,932	3,963,935	44,197	1,476,780	9,927,282	2,773,531	3,231,994	7,023,917
Total primary government net expense	$ (55,675,483)	$ (45,433,402)	$ (50,599,382)	$ (50,222,453)	$ (69,889,890)	$ (61,860,120)	$ (69,147,609)	$ (74,518,606)	$ (78,486,514)	$ (64,260,439)
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property taxes	$ 12,645,717	$ 11,974,341	$ 11,821,650	$ 11,044,817	$ 11,211,038	$ 11,339,774	$ 11,674,553	$ 12,482,546	$ 13,541,400	$ 14,100,719
Sales taxes	31,355,882	33,401,021	35,188,913	37,675,638	42,539,371	48,343,259	53,582,850	53,833,727	52,515,201	60,666,358
State shared sales taxes - unrestricted	13,148,252	13,189,822	14,630,891	15,666,968	16,683,665	17,080,154	18,139,582	19,024,571	19,400,339	20,664,280
Investment earnings	246,093	322,126	(396,124)	749,038	1,179,131	1,668,431	(447,324)	(477,888)	5,097,974	5,415,354
Miscellaneous	1,741,338	510,695	1,285,289	1,813,164	645,571	1,404,390	1,123,129	2,059,029	692,049	578,352
Gain on sale of capital assets	744,957	-	18,173	241,231	65,201	-	-	121,321	4,626	76,017
Contributions to permanent fund	24,950	15,474	23,935	18,700	16,821	15,470	6,950	8,490	26,460	17,590
Transfers in (out)	(1,189,964)	(1,134,382)	(817,761)	(2,908,700)	(1,407,710)	121,320	(1,073,585)	(1,240,613)	(2,155,100)	(2,059,465)
Total governmental activities	58,717,225	58,279,097	61,754,966	64,300,856	70,933,088	79,972,798	83,006,155	85,811,183	89,122,949	99,459,205
Business-type activities:										
Investment earnings	107,543	118,247	194,306	213,335	303,863	336,685	406,101	588,404	1,077,312	1,159,898
Miscellaneous	150,129	173,313	581,015	567,079	1,119,502	375,716	377,316	270,192	123,601	197,825
Gain (loss) on sale of capital assets	47,818	-	243,700	73,916	493,358	-	-	122,837	-	-
Transfers in (out)	1,189,964	1,134,382	817,761	2,908,700	1,407,710	(121,320)	1,073,585	1,240,613	2,155,100	2,059,465
Total business-type activities	1,495,454	1,425,942	1,836,782	3,763,030	3,324,433	591,081	1,857,002	2,222,046	3,356,013	3,417,188
Total primary government	$ 60,212,679	$ 59,705,039	$ 63,591,748	$ 68,063,886	$ 74,257,521	$ 80,563,879	$ 84,863,157	$ 88,033,229	$ 92,478,962	$ 102,876,393
Change in Net Position										
Governmental activities	$ 3,275,262	$ 6,386,061	$ 7,733,652	$ 10,114,468	$ 999,001	$ 16,635,898	$ 3,931,264	$ 8,519,046	$ 7,404,441	$ 28,174,849
Business-type activities	1,261,934	7,885,576	5,258,714	7,726,965	3,368,630	2,067,861	11,784,284	4,995,577	6,588,007	10,441,105
Total primary government	$ 4,537,196	$ 14,271,637	$ 12,992,366	$ 17,841,433	$ 4,367,631	$ 18,703,759	$ 15,715,548	$ 13,514,623	$ 13,992,448	$ 38,615,954

Source: From Statement of Activities prepared for CAFR.

Schedule 3
City of Flagstaff
Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
General Fund										
Nonspendable	$ 427,267	$ 359,923	$ 390,882	$ 440,644	$ 323,792	$ 335,134	$ 342,576	$ 371,817	$ 265,682	$ 252,089
Restricted	796,345	758,303	800,953	1,698,333	1,951,220	2,255,454	1,750,086	2,338,644	2,646,337	3,109,659
Committed	85,119	282,888	386,518	-	-	-	-	-	-	-
Assigned	6,882,947	7,075,902	7,335,230	8,063,998	8,192,178	8,903,561	8,011,051	6,879,808	5,527,570	4,936,669
Unassigned	15,160,509	17,203,207	19,410,597	21,559,814	23,153,900	27,425,564	30,361,068	27,458,215	31,212,732	44,386,623
Total general fund	$ 23,352,187	$ 25,680,223	$ 28,324,180	$ 31,762,789	$ 33,621,090	$ 38,919,713	$ 40,464,781	$ 37,048,484	$ 39,652,321	$ 52,685,040
All Other Governmental Funds										
Nonspendable	$ 214,333	$ 219,564	$ 247,436	$ 271,477	$ 293,238	$ 8,379,744	$ 309,428	$ 318,437	$ 664,118	$ 664,652
Restricted	23,012,954	33,743,091	42,466,792	48,320,324	51,003,624	47,948,587	81,723,554	82,267,232	78,490,415	86,291,252
Assigned	-	-	-	-	-	-	2,078,968	1,864,086	3,101,098	3,235,171
Unassigned	(2,863,781)	-	-	-	(282,178)	(2,934,084)	(2,669,832)	(70,068)	(77,271)	(3,013,281)
Total all other governmental funds	$ 20,363,506	$ 33,962,655	$ 42,714,228	$ 48,591,801	$ 51,014,684	$ 53,394,247	$ 81,442,118	$ 84,379,687	$ 82,178,360	$ 87,177,794

*Implementation of GASB-54 Fund Balance Classification

Schedule 4
City of Flagstaff
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Revenues:										
Taxes	$ 43,799,128	$ 45,577,128	$ 47,084,446	$ 48,806,758	$ 53,725,196	$ 59,711,556	$ 65,263,433	$ 66,323,666	$ 65,994,613	$ 74,787,774
Intergovernmental	17,488,021	17,230,696	18,713,646	19,584,399	20,549,000	21,355,708	22,504,605	23,382,237	24,156,065	25,595,311
Grants and entitlements	10,583,483	9,721,569	11,369,392	15,313,742	13,483,604	11,023,491	10,850,138	11,536,639	11,492,794	19,395,450
Charges for services	2,926,237	3,220,137	3,237,728	2,894,898	2,986,151	4,747,237	3,454,567	4,470,735	5,074,859	4,168,019
Special assessments	701,447	8,286,453	722,733	2,734,095	1,857,884	2,916,164	202,243	2,031,111	-	-
Licenses and permits	739,040	1,681,874	1,656,135	1,952,731	1,866,792	3,153,135	3,013,367	3,794,725	3,338,493	5,135,611
Fines and forfeitures	1,673,306	1,601,044	1,540,989	1,428,401	1,389,663	1,524,856	1,430,686	1,350,689	1,416,062	1,217,311
Rents	1,617,912	1,605,166	1,667,562	1,651,032	1,660,635	1,696,070	1,805,457	1,493,712	1,491,859	1,474,631
Investment earnings	224,363	296,241	(429,656)	722,878	1,145,686	1,636,650	(476,690)	(506,658)	5,037,413	5,362,308
Contributions	166,417	390,253	252,377	541,340	368,057	1,962,364	869,484	634,077	457,752	1,207,925
Miscellaneous	1,719,608	492,971	1,261,507	1,813,164	645,571	1,404,390	1,123,129	2,015,501	712,452	496,703
Total revenues	81,638,962	90,103,532	87,076,859	97,443,438	99,678,239	111,131,621	110,040,419	116,526,434	119,172,362	138,841,043
Expenditures:										
General governmental	7,113,922	7,453,963	8,480,086	9,041,946	14,974,692	14,561,513	16,652,590	19,536,579	20,981,728	18,273,876
Public safety	24,476,615	25,301,495	25,099,149	26,567,511	27,583,880	30,074,183	30,849,989	32,472,034	35,849,066	38,925,229
Public works	1,299,027	1,146,692	1,219,324	1,031,983	1,216,083	1,207,776	1,472,485	1,254,865	1,471,557	1,472,864
Economic and physical development	8,202,024	8,584,826	8,296,367	8,212,772	8,506,794	9,530,781	8,989,673	10,136,274	10,244,779	10,568,736
Culture and recreation	10,782,848	10,576,877	11,292,517	11,446,096	11,029,832	11,441,848	11,854,511	12,629,499	12,169,197	13,360,279
Highways and streets	10,612,033	9,593,074	9,039,032	10,621,311	8,035,221	5,916,632	8,443,609	7,504,589	10,135,258	7,781,311
Debt service:										
Principal retirement	6,761,179	13,654,681	6,175,303	8,287,457	8,313,298	12,980,269	14,154,904	6,998,627	10,883,271	9,486,466
Interest and other charges	3,451,706	3,346,253	2,902,196	3,126,469	2,798,182	2,520,596	2,534,621	2,679,888	2,560,775	2,348,940
Capital outlay	11,785,480	11,951,834	16,656,392	24,062,755	16,944,654	16,090,690	14,002,895	40,661,963	13,351,467	35,522,798
Total expenditures	84,484,834	91,609,695	89,160,366	102,398,300	99,402,636	104,324,288	108,955,277	133,874,318	117,647,098	137,740,499
Excess of revenues over (under) expenditures	(2,845,872)	(1,506,163)	(2,083,507)	(4,954,862)	275,603	6,807,333	1,085,142	(17,347,884)	1,525,264	1,100,544
Other Financing Sources (Uses):										
Proceeds of refunding bonds	-	13,924,136	-	8,270,000	-	-	-	-	-	-
Issuance of capital debt	-	16,797,287	12,474,557	6,600,000	-	204,956	26,168,531	9,700,000	-	14,935,000
Payment to bond refunding escrow agent	-	(15,394,336)	-	(9,382,710)	-	-	-	-	-	-
Bond premium	-	2,264,386	542,689	1,317,667	-	-	3,500,813	449,519	-	1,628,687
Insurance recoveries	1,058,985	-	-	-	-	-	-	-	-	-
Sale of capital assets	45,655	43,890	49,750	727,996	3,013,051	5,325	-	121,200	20,995	307,013
Transfers in	13,661,630	14,872,935	12,870,788	12,102,855	17,376,813	15,891,921	22,308,323	27,563,166	15,966,592	21,404,875
Transfers out	(14,268,052)	(15,074,950)	(12,458,747)	(11,659,441)	(16,384,283)	(15,231,349)	(23,469,870)	(20,964,729)	(17,110,341)	(21,343,966)
Total other financing sources (uses)	498,218	17,433,348	13,479,037	7,976,367	4,005,581	870,853	28,507,797	16,869,156	(1,122,754)	16,931,609
Net change in fund balances	$ (2,347,654)	$ 15,927,185	$ 11,395,530	$ 3,021,505	$ 4,281,184	$ 7,678,186	$ 29,592,939	$ (478,728)	$ 402,510	$ 18,032,153
Debt service as a percentage of non capital expenditures	14.05%	21.34%	12.52%	14.57%	13.48%	17.57%	17.58%	10.38%	12.89%	11.58%

Schedule 5
City of Flagstaff
Tax Revenue by Source, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(dollars in thousands)

Fiscal Year	General Property Tax	Secondary Property Tax	Franchise and Other Taxes	City Sales Tax	Bed, Board and Booze Tax	Transportation Tax	Total
2010-2011	$ 5,259	$ 7,184	$ 2,339	$ 13,893	$ 5,259	$ 9,865	$ 43,799
2011-2012	5,473	6,703	2,348	14,900	5,626	10,527	45,577
2012-2013	5,472	6,423	2,303	15,760	5,911	11,215	47,084
2013-2014	5,571	5,560	2,487	17,042	6,310	11,837	48,807
2014-2015	5,597	5,586	2,467	17,845	7,022	15,208	53,725
2015-2016	5,650	5,719	2,567	19,090	7,539	19,147	59,712
2016-2017	5,764	5,916	2,439	21,174	8,642	21,328	65,263
2017-2018	6,206	6,284	2,504	21,128	8,602	21,600	66,324
2018-2019	6,732	6,748	2,231	20,508	8,893	20,883	65,995
2019-2020	6,886	7,236	2,367	22,588	7,991	27,720	74,788
Change 2011-2020	30.94%	0.72%	1.20%	62.59%	51.95%	180.99%	70.75%

Schedule 6
City of Flagstaff
Intergovernmental Revenue by Source, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	State Sales Tax	State Income Tax	County Auto In-Lieu Tax	Highway User Tax	Local Transportation Assistance	Federal Grants	State Grants & Other State	County LEAF IGA	County Library District Funding	Other	Total
2010-2011	$ 4,711,821	$ 5,955,305	$ 2,481,126	$ 6,300,885	$ -	$ 3,181,076	$ 1,101,522	$ 744,070	$ 3,531,607	$ 64,092	$ 28,071,504
2011-2012	5,147,101	5,559,476	2,483,245	5,576,167	-	3,544,253	601,149	759,606	3,163,052	118,216	26,952,265
2012-2013	5,391,580	6,728,479	2,510,832	6,007,741	-	2,105,827	3,255,824	791,906	3,214,133	76,716	30,083,038
2013-2014	5,733,507	7,342,048	2,591,413	6,168,102	-	2,281,211	6,864,429	793,898	3,063,343	60,190	34,898,141
2014-2015	6,019,776	7,973,971	2,689,916	6,884,173	-	4,993,449	1,605,982	800,478	2,969,669	95,190	34,032,604
2015-2016	6,238,827	7,930,739	2,910,589	7,292,355	-	2,867,675	863,461	902,472	3,088,137	284,944	32,379,199
2016-2017	6,445,302	8,603,145	3,091,134	7,982,504	-	2,129,657	737,977	943,955	3,210,071	210,998	33,354,743
2017-2018	6,868,398	8,850,877	3,305,297	8,206,025	-	2,269,467	1,173,691	855,094	3,307,497	82,530	34,918,876
2018-2019	7,256,536	8,716,163	3,427,640	8,463,878	-	2,093,085	935,832	942,929	3,536,147	276,649	35,648,859
2019-2020	7,649,078	9,564,616	3,450,585	8,504,478		9,724,980	1,003,118	974,153	3,721,854	397,899	44,990,761

Schedule 7
City of Flagstaff
Full Cash Value of Taxable Property
Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	Centrally Valued Property	Commercial Property	Vacant, Agricultural, and Government Property	Residential Property	Less: Tax-exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2010-2011	27,478,520	286,101,952	151,630,088	529,950,871	78,819,714	916,341,717	1.4845
2011-2012	25,750,042	274,992,074	146,079,309	502,351,037	85,132,993	864,039,469	1.5283
2012-2013	26,651,155	265,230,915	133,909,755	447,421,001	81,844,375	791,368,451	1.5497
2013-2014	28,837,059	255,823,684	124,373,673	436,787,954	80,555,433	765,266,937	1.6795
2014-2015	28,918,422	215,081,441	123,988,197	389,760,175	87,055,619	670,692,616	1.6784
2015-2016	30,046,573	217,466,880	123,834,908	429,223,625	88,064,490	712,507,496	1.6600
2016-2017	29,641,213	225,831,427	124,316,511	467,023,686	88,231,085	758,581,752	1.6487
2017-2018	30,661,448	248,007,081	129,081,114	522,745,630	90,820,473	839,674,800	1.6599
2018-2019	33,818,400	261,374,313	118,307,041	540,204,785	84,897,892	868,806,647	1.6700
2019-2020	33,985,335	275,149,838	122,861,079	583,857,312	90,088,474	925,765,090	1.6700

Source: State of Arizona Department of Revenue, State and County Abstract of the Assessment Roll

Note: A portion of city property is reassessed every year. Property is assessed at actual value, therefore, the assessed values are equal to actual value. Tax rates are per $100 of assessed value.

Schedule 8
City of Flagstaff
City Taxable Revenue for Major Categories
Last Ten Fiscal Years
(dollars in thousands)

	Fiscal Year									
	2010-2011	2011-2012	2012-2013*	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Construction	$ 166,894	$ 150,868	$ 164,971	$ 169,933	$ 191,297	$ 176,741	$ 184,381	$ 266,900	$ 188,160	$ 199,152
Building Materials	61,781	62,665	-	-	-	-	-	-	-	-
Restaurants and Bars	261,384	277,954	206,617	218,790	243,560	251,654	260,364	281,133	289,846	282,089
Hotel/Motel	-	-	88,924	95,263	108,913	120,995	131,310	146,306	152,568	135,330
Retail and Auto Sales	644,142	678,671	779,109	801,799	852,696	946,522	955,737	1,037,300	1,001,331	1,134,082
Other	151,461	154,497	196,534	200,109	213,248	246,500	269,232	274,981	286,815	361,541
Utilities	63,784	116,273	92,968	103,895	109,578	108,474	104,115	107,164	107,320	103,512
Total	$ 1,349,446	$ 1,440,928	$ 1,529,123	$ 1,589,789	$ 1,719,292	$ 1,850,886	$ 1,905,139	$ 2,113,784	$ 2,026,040	$ 2,215,706

Notes:
(1) Data is based on collections versus the accrual basis.
(2) FY 2012-2013 reflects a change in tax categories reported to proactively reflect possible new state sales tax codes.
a) Building Materials is no longer tracked individually, now is tracked as part of Retail
b) Prior to FY 2012-2013, Hotel/Motel was included with Restaurant and Bars

Schedule 9
City of Flagstaff
Direct and Overlapping Property Tax Rates,
Last Ten Fiscal Years
(rate per $100 of assessed value)

	Fiscal Year									
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Total City	1.4845	1.5283	1.5497	1.6795	1.6784	1.6600	1.6487	1.6599	1.6700	1.6299
Primary			0.7131	0.8429	0.8418	0.8234	0.8121	0.8233	0.8334	0.7933
Secondary			0.8366	0.8366	0.8366	0.8366	0.8366	0.8366	0.8366	0.8366
School District	4.6772	4.9458	4.8712	5.1939	5.1867	5.4555	5.5681	5.1816	5.1475	5.1174
Maintenance			3.6182	3.9803	3.7886	4.0824	4.2405	4.0143	3.8173	3.7092
Adjacent Ways			0.0459	0.0096	0.0259	0.0216	0.0284	0.0392	0.0000	0.0000
15% M&O Override			0.6126	0.7061	0.7138	0.7265	0.737	0.7120	0.7070	0.6672
Capital Override			0.1833	0.0000	0.0357	0.1735	0.1219	0.0000	0.0000	0.0000
Class B Bond			0.4112	0.4979	0.6227	0.4515	0.4403	0.4161	0.4389	0.5691
Desegregation			0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.1843	0.1719
Community College	0.4308	0.4734	0.4927	0.5879	0.6056	0.6105	0.6214	0.6142	0.5959	0.4592
Maintenance			0.3875	0.4636	0.4788	0.4864	0.4909	0.4816	0.4741	0.4592
Bond			0.1052	0.1243	0.1268	0.1241	0.1305	0.1326	0.1218	0.0000
County	0.7245	0.7656	0.7847	0.9022	0.9202	0.9291	0.9344	0.9234	0.9145	0.8969
General Fund			0.4480	0.5466	0.5646	0.5735	0.5788	0.5678	0.5589	0.5413
Library District			0.2367	0.2556	0.2556	0.2556	0.2556	0.2556	0.2556	0.2556
Fire District Assistance			0.1000	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
Total	7.3170	7.7131	7.6983	8.3635	8.3909	8.6551	8.7726	8.3791	8.3279	8.1034

Note: Tax rates are per $100 assessed valuation.

Schedule 10
City of Flagstaff
Principal Property Tax Payers
Current Year and Ten Years Ago

	2019-2020			2009-2010		
Taxpayer *	Total Assessed Value	Rank	As a Percentage of the City Total Secondary Assessed Valuation	Total Assessed Value	Rank	As a Percentage of the City Total Secondary Assessed Valuation
Arizona Public Service Company	$ 20,873,021	1	2.25%	$ 15,448,320	1	1.76%
W L Gore & Associates	20,196,587	2	2.18%	13,302,574	2	1.51%
Nestle Purina PetCare Co.	8,101,160	3	0.88%	4,750,171	4	0.54%
Standared at Flagstaff LLC	7,964,260	4	0.86%	-		0.00%
CCC-Flagstaff LLC	7,128,129	5	0.77%	-		0.00%
Unisource Energy Corporation	5,313,529	6	0.57%	2,351,052	12	0.27%
Little America Hotels & Resorts Inc.	4,878,433	7	0.53%	2,462,141	9	0.28%
Village at Aspen Place LLC	4,468,807	8	0.48%	-		0.00%
Core Campus Flagstaff LLC	4,377,882	9	0.47%	-		0.00%
Wal-Mart Stores	3,907,359	10	0.42%	-		0.00%
Cypress Flagstaff Mall LP	3,011,142	11	0.33%	3,608,680	5	0.41%
Mountainside MAR LLC	2,977,012	12	0.32%	-		0.00%
Ridget at Clear Creek Apts. LLC	2,969,054	13	0.32%	-		0.00%
Elevation Flagstaff AZ LLC	2,865,782	14	0.31%	-		0.00%
VP Flagstaff Mall LLC	2,858,500	15	0.31%	-		0.00%
BNSF Railway Company	2,575,201	16	0.28%	-		0.00%
Total Principal Taxpayers	$ 104,465,858		11.28%	$ 41,922,938		4.77%

Source: Coconino County Assessor Office

Schedule 11
City of Flagstaff
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2010-2011	12,497,535	12,113,128	96.9%	474,221	12,587,349	100.7%
2011-2012	12,015,988	11,635,211	96.8%	305,133	11,940,344	99.4%
2012-2013	11,828,399	11,553,471	97.7%	319,605	11,873,076	100.4%
2013-2014	11,050,626	10,778,695	97.5%	151,631	10,930,326	98.9%
2014-2015	11,172,785	11,002,896	98.5%	163,135	11,166,031	99.9%
2015-2016	11,355,520	11,156,213	98.2%	157,669	11,313,882	99.6%
2016-2017	11,586,535	11,500,020	99.3%	163,631	11,663,651	100.7%
2017-2018	12,442,918	12,297,839	98.8%	143,995	12,297,501	98.8%
2018-2019	13,440,775	13,311,900	99.0%	149,378	13,461,278	100.2%
2019-2020	14,160,679	13,834,856	97.7%	-	13,834,856	97.7%

Schedule 12
City of Flagstaff
Direct and Overlapping Sales Tax Rates
Last Ten Fiscal Years

Fiscal Year	City			State of Arizona	Coconino County	Total
	General Sales Tax	Bed, Board & Beverage	Transportation			
2010-2011	1.0000%	2.0000%	0.7210%	6.6000%	1.1250%	11.4460%
2011-2012	1.0000%	2.0000%	0.7210%	6.6000%	1.1250%	11.4460%
2012-2013	1.0000%	2.0000%	0.7210%	6.6000%	1.1250%	11.4460%
2013-2014	1.0000%	2.0000%	0.7210%	5.6000%	1.1250%	10.4460%
2014-2015	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2015-2016	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2016-2017	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2017-2018	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2018-2019	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2019-2020	1.0000%	2.0000%	1.2810%	5.6000%	1.3000%	11.1810%

Source: City of Flagstaff - Sales Tax / Business Licenses
http://www.flagstaff.az.gov/index.aspx?nid=53

Schedule 13
City of Flagstaff
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(dollars in thousands, except per capita)

	Governmental Activities					Business-Type Activities						
Fiscal Year	General Obligation Bonds	Special Assessment Bonds	Revenue Bonds	Municipal Facility Corporation Bonds	COP Capital Leases	General Obligation Debt	Revenue Bonds	Term Loan Payable	COP Capital Leases	Total Primary Government	Percentage of Personal Income	Per Capita
2010-2011	$ 24,015	$ 18,130	$ 4,930	$ 18,095	$ 1,542	$ 3,830	$ 4,299	$ 37,491	$ 3,384	$ 115,716	3.1%	$ 1,766
2011-2012	38,449	11,365	15,615	3,205	5,200	3,125	3,972	35,689	3,075	119,695	2.7%	1,817
2012-2013	48,134	11,055	16,328	1,260	5,335	1,748	3,634	33,873	4,686	126,053	2.8%	1,914
2013-2014	55,571	* 8,639	16,603	1,260	4,400	1,752	3,635	33,873	4,431	130,164	2.8%	1,976
2014-2015	50,857	6,737	15,781	860	3,625	1,441	3,285	31,909	3,972	118,467	2.4%	1,755
2015-2016	45,820	2,245	13,495	-	3,226	1,375	-	32,800	3,489	102,450	1.9%	1,476
2016-2017	52,695	2,148	21,468	-	3,689	1,308	-	30,346	2,984	114,638	1.9%	1,600
2017-2018	48,934	2,046	28,895	-	2,944	1,238	17,129	11,787	6,551	119,524	2.0%	1,638
2018-2019	43,122	-	26,081	-	2,170	1,166	25,707	10,017	6,823	115,086	1.8%	1,540
2019-2020	49,479	-	22,779	-	5,485	1,092	24,750	6,884	6,303	116,772	1.6%	1,530

* - As restated due to refunding loss

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Note: These amounts are presented on the accrual basis of accounting.

Schedule 14
City of Flagstaff
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years
(dollars in thousands, except per capita)

Fiscal Year	General Bonded Debt Outstanding: Governmental Activities General Obligation Bonds	Business-Type Activities General Obligation Bonds	Restricted for General Obligation Bonds	Total	Percentage of Actual Taxable Value of Property	Per Capita
2010-2011	$ 38,449	$ 3,125	$ (6,234)	$ 35,340	2.5%	$ 330
2011-2012	48,134	1,748	(6,234)	43,648	4.5%	537
2012-2013	47,035	1,752	(8,821)	39,966	5.2%	607
2013-2014	53,340	1,752	(13,822)	41,270	6.2%	627
2014-2015	48,920	1,441	(14,091)	36,270	5.1%	537
2015-2016	43,817	1,375	(13,204)	31,988	4.2%	461
2016-2017	48,520	1,308	(6,164)	43,664	5.2%	609
2017-2018	44,900	1,238	(7,149)	38,989	4.6%	534
2018-2019	39,414	1,166	(6,880)	33,700	3.9%	451
2019-2020	44,893	1,092	(7,143)	38,842	4.2%	509

Note: These amounts are presented on the accrual basis of accounting.

Schedule 15
City of Flagstaff
Direct and Overlapping Governmental Activities Debt
(dollars in thousands, except per capita)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable*	Estimated Share of Overlapping Debt
Debt repaid with property taxes			
Flagstaff Unified School District	$ 62,443,400	66.89%	$ 41,768,581
City direct debt			77,743
Total direct and overlapping debt			41,846,324

Source: Assessed value data used to estimate applicable percentages provided by the Coconino Finance Department. Debt outstanding data provided by each governmental unit.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Flagstaff. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

* For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the City's boundaries and dividing it by each unit's total taxable assessed value.

Schedule 16
City of Flagstaff
Legal Debt Margin Information
Last Ten Fiscal Years
(dollars in thousands)

	Fiscal Year									
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
20% Debt Limit:										
Debt limit equal to 20% of assessed valuation	$ 183,268	$ 172,808	$ 158,274	$ 153,053	$ 134,139	$ 142,501	$ 151,716	$ 167,935	$ 173,761	$ 185,153
Total net debt applicable to 20% limit	27,845	41,841	48,788	55,388	50,361	45,193	49,828	46,137	40,579	45,985
Legal debt margin (Available borrowing capacity)	$ 155,423	$ 130,967	$ 109,486	$ 97,665	$ 83,778	$ 97,308	$ 101,888	$ 121,798	$ 133,182	$ 139,168
Total net debt applicable to the 20% limit as a percentage of debt limit	17.92%	31.95%	44.56%	56.71%	60.11%	46.43%	48.90%	37.88%	30.47%	33.04%
6% Debt Limit:										
Debt limit equal to 6% of assessed valuation	$ 54,981	$ 51,842	$ 47,482	$ 45,916	$ 40,242	$ 42,750	$ 45,515	$ 50,380	$ 52,128	$ 55,546
Total net debt applicable to 6% limit	-	-	-	-	-	-	-	-	-	-
Legal debt margin (Available borrowing capacity)	$ 54,981	$ 51,842	$ 47,482	$ 45,916	$ 40,242	$ 42,750	$ 45,515	$ 50,380	$ 52,128	$ 55,546
Total net debt applicable to the 6% limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Schedule 16 (continued)
City of Flagstaff
Legal Debt Margin Information

Legal Debt Margin Calculation for Fiscal Year 2019-2020

Net Secondary Assessed Value as of June 30, 2020	$ 925,765,090
20% Limitation	
Debt Limit of 20% of Assessed Value	$ 185,153,018
Debt applicable to limit:	
General Obligation Bonds	45,984,492
Legal 20% debt margin (Available borrowing capacity)	$ 139,168,526
6% Limitation	
Debt Limit of 6% of Assessed Value	$ 55,545,905
Debt applicable to limit:	
General Obligation Bonds	-
Legal 6% debt margin (Available borrowing capacity)	$ 55,545,905

Schedule 17
City of Flagstaff
Pledged Revenue Coverage
Last Ten Fiscal Years

Water and Sewer Revenue Bonds

Fiscal Year	Gross Revenues (1)	Expenses (2)	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal (3)	Interest (4)	Total	
2010-2011	$ 18,824,260	$ 11,663,208	$ 7,161,052	$ 2,443,196	$ 1,475,327	$ 3,918,523	1.83
2011-2012	19,996,116	12,655,773	7,340,343	2,540,658	1,449,842	3,990,500	1.84
2012-2013	22,846,487	12,810,177	10,036,310	2,252,132	807,256	3,059,388	3.28
2013-2014	23,642,792	14,739,788	8,903,004	2,252,132	785,567	3,037,699	2.93
2014-2015	23,453,378	15,345,504	8,107,874	2,328,839	741,086	3,069,925	2.64
2015-2016	24,234,384	15,140,298	9,094,086	2,342,259	672,497	3,014,756	3.02
2016-2017	26,250,953	16,802,115	9,448,838	2,426,708	625,900	3,052,608	3.10
2017-2018	27,335,107	16,297,564	11,037,543	2,578,384	612,561	3,190,945	3.46
2018-2019	28,073,873	17,396,844	10,677,029	2,869,777	592,563	3,462,340	3.08
2019-2020	29,800,806	18,506,397	11,294,409	4,164,506	542,221	4,706,727	2.40

(1) Includes total operating revenues and investment income of the water and wastewater fund.
(2) Includes total operating expenses of the water and wastewater fund less depreciation.
(3) Includes principal for water and sewer revenue bonds, water infrastructure finance authority (WIFA).
(4) Bond interest payments only. Does not include amortization of loss on refunding, agent fees or amortization of bond issuance costs that are included in interest expense on the statement of revenues, expenses, and changes in net position.

Schedule 17 (continued)
City of Flagstaff
Pledged Revenue Coverage
Last Ten Fiscal Years

Highway User Revenue Bonds

Fiscal Year (3)	Highway User Tax Revenue	Debt Service Requirements			Coverage
		Principal (1)	Interest (2)	Total	
2010-2011	$ 6,300,885	$ 1,620,000	$ 190,455	$ 1,810,455	3.48
2011-2012	5,576,167	1,725,000	94,875	1,819,875	3.06

(1) Includes 1992 Junior Lien bonds and Series 2003 Refunding bonds.
(2) Bond interest payments only. Does not include agent fees that are included in interest expense on the statement of revenues, expenses, and changes in fund balances.
(3) All bonds were paid off in FY 2011-2012, therefore future years are not presented above.

Schedule 17 (continued)
City of Flagstaff
Pledged Revenue Coverage
Last Ten Fiscal Years

Municipal Facility Corporation Bonds
MFC Debt other than Transportation

Fiscal Year (4)	Revenue (1)	Debt Service Requirements			Coverage
		Principal (2)	Interest (3)	Total	
2010-2011	$ 10,206,755	$ 350,000	$ 110,371	$ 460,371	22.17
2011-2012	10,247,131	365,000	94,446	459,446	22.30
2012-2013	11,657,403	385,000	77,656	462,656	25.20
2013-2014	12,621,802	385,000	68,753	453,753	27.82
2014-2015	13,543,397	400,000	50,350	450,350	30.07
2015-2016	13,286,939	860,000	22,627	882,627	15.05

(1) State sales tax, state income tax less debt service requirements for MFC debt other than transportation.
(2) MFC 1992 Refunding series 12 2001 - USGS projects.
(3) Bond interest payments only. Does not include agent fees that are included in interest expense on the statement of revenues, expenses, and changes in fund balances.
(4) All bonds were paid off in FY 2015-2016, therefore future years are not presented above.

Schedule 17 (continued)
City of Flagstaff
Pledged Revenue Coverage
Last Ten Fiscal Years

Municipal Facility Corporation Bonds As Partial Refunded with Pledged Revenue Bonds
Transportation MFC Debt

Fiscal Year	Revenue (1)	Debt Service Requirements			Coverage
		Principal (2)	Interest	Total	
2010-2011	$ 33,777,368	$ 1,445,000	$ 814,700	$ 2,259,700	14.95
2011-2012	25,880,472	1,500,000	574,838	2,074,838	12.47
2012-2013	27,255,501	1,560,000	542,575	2,102,575	12.96
2013-2014	29,928,813	1,560,000	511,375	2,071,375	14.45
2014-2015	31,266,313	695,000	469,750	1,164,750	26.84
2015-2016	33,176,241	1,795,000	432,400	2,227,400	14.89
2016-2017	33,419,449	1,855,000	370,875	2,225,875	15.01
2017-2018	33,215,273	1,920,000	293,775	2,213,775	15.00
2018-2019	36,683,941	2,010,000	208,525	2,218,525	16.54
2019-2020	39,661,897	2,090,000	126,725	2,216,725	17.89

(1) Pledged revenues on the Municipal Facility Corporation Bonds include the city base rate sales tax, transportation sales tax, franchise, sales tax, licenses and permits, charges for services, fine and forfeits, other revenue, state sales tax, and state revenue sharing. Less the debt service requirements for transportation MFC bonds. Refunding Series 2012 excludes state revenue sharing income and sales tax.
(2) MFC revenue bond series 2004 Fourth Street, partial advance refunding pledged revenue series 2012.

Schedule 17 (continued)
City of Flagstaff
Pledged Revenue Coverage
Last Nine Fiscal Years

Greater Arizona Development Authority Revenue Bonds

Fiscal Year	Revenue (1)	Debt Service Requirements			Coverage
		Principal (2)	Interest	Total	
2010-2011	$ 7,169,310	$ 115,000	$ 135,938	$ 250,938	28.57
2011-2012	7,657,621	120,000	133,638	253,638	30.19
2012-2013	9,340,790	120,000	130,037	250,037	37.36
2013-2014	10,302,188	120,000	128,237	248,237	41.50
2014-2015	12,129,085	125,000	124,562	249,562	48.60
2015-2016	10,809,451	130,000	120,088	250,088	43.22
2016-2017	12,572,785	135,000	114,788	249,788	50.33
2017-2018	13,256,213	140,000	109,288	249,288	53.18
2018-2019	13,505,586	145,000	103,588	248,588	54.33
2019-2020	14,749,282	150,000	97,688	247,688	59.55

(1) Pledged revenues on the Greater Arizona Development Authority Bonds include the state revenue sharing less the debt service .
(2) GADA infrastructure revenue bond series 2010A.

Schedule 17 (continued)
City of Flagstaff
Pledged Revenue Coverage
Last Three Fiscal Years

Road Street Repair and Safety Revenue Bonds

Fiscal Year (1)	Revenue (2)	Debt Service Requirements			Coverage
		Principal (3)	Interest	Total	
2016-2017	$ 6,665,630	$ -	$ 133,125	$ 133,125	50.07
2017-2018	6,445,644	475,000	332,750	807,750	7.98
2018-2019	5,598,205	450,000	508,822	958,822	5.84
2019-2020	5,520,998	830,000	656,663	1,486,663	3.71

(1) New issue no trend information available prior to fiscal year 2016-2017.
(2) Pledged revenues on the Road Repair/Street Safety obligations include excise tax revenues less the debt service. Excise tax revenues are revenues from the restricted transaction privilege tax of 0.33% approved at an election held in and for the City on November 4, 2014, which will expire on December 31, 2034.

Schedule 18
City of Flagstaff
Demographic and Economic Statistics
Last Ten Fiscal Years

Year	Population	Personal Income (thousands of dollars) (1)	Per Capita Personal Income	Median Age	Education Level - Percent High School Grad or Higher	Education Level - Percent Bachelor's Degree or Higher	School Enrollment	Unemployment Rate
2011	65,870	$ 4,481,137	$ 42,317	26.6	90.6%	41.8%	11,839	8.90%
2012	65,870	4,481,137	48,371	26.6 *	90.6% *	41.8% *	10,623	9.20%
2013	65,870	4,620,811	47,363	26.6 *	90.6% *	41.8% *	10,623	8.10%
2014	67,502	4,906,294	51,809	26.6 *	90.6% *	41.8% *	10,623	6.90%
2015	69,391	5,399,899	52,509	26.6 *	90.6% *	41.8% *	11,766	6.48%
2016	70,643	5,489,486	38,958	26.6 *	90.6% *	41.8% *	12,505	6.18%
2017	71,656	6,360,600	45,076	26.6 *	90.6% *	41.8% *	11,910	4.70%
2018	72,961	6,506,300	45,545	26.6 *	90.6% *	41.8% *	11,991	4.40%
2019	74,736	6,831,615 *	46,183 *	26.6 *	90.6% *	41.8% *	11,873	4.20%
2020	76,338	7,173,196 *	46,829 *	26.6 *	90.6% *	41.8% *	11,825	4.60%

(*) Estimated
(1) Reflects Coconino County Personal Income
Sources:
Population - Arizona Department of Administration--Employment and Population Statistics
Personal Income - Economic Research Federal Reserve Bank of St. Louis for Coconino County
Per Capita Income - Economic Research Federal Reserve Bank of St. Louis
Median Age - 2010 US Census
Education Level - 2010 US Census
School Enrollment - National Center for Education Statistics
Unemployment - Arizona Department of Administration - Office of Employment and Population Statistics

Schedule 19
City of Flagstaff
Principle Employers
Current Year and Nine Years Prior

	2020				2011		
Employer	Employees		Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Northern Arizona University	4,878	(1)	1	9.06%	2,497	1	4.53%
Flagstaff Medical Center	2,505	(1)	2	4.65%	2,104	2	3.81%
W.L. Gore & Associates	2,500	(1)	3	4.64%	1,900	3	3.44%
Flagstaff Unified School District	1,825	(1)	4	3.39%	1,436	4	2.60%
Coconino County	1,236	(1)	5	2.30%	1,294	5	2.35%
City of Flagstaff	965	(2,3)	6	1.79%	872	6	1.58%
Walmart	552	(1)	7	1.03%	628	7	1.14%
Grand Canyon Railway	500	(4)	8	0.93%	421	9	0.76%
Coconino Community College	340	(1)	9	0.63%			0.00%
Nestle Purina PetCare	303	(1)	10	0.56%	230	10	0.42%
North Country Healthcare	273	(1)	11	0.51%			
US Forest Service	240	(1)	12	0.45%			
Little America Hotel	209	(1)	13	0.39%			
Guidance Center	205	(1)	14	0.38%			
Fry's Foods	200	(1)	15	0.37%			
Nackard Companies	184	(1)	17	0.34%			
Peaks Senior Living Center	164	(1)	18	0.30%			
Joy Cone	145	(1)	19	0.27%			
Hozhoni Foundation	133	(1)	16	0.25%			
Lowell Observatory	130	(1)	20	0.24%			
Walgreens Distribution Center (Closed 2015)	-				468	8	0.85%
Total	17,487			32.49%	11,850		21.48%
2010 & 2000 U.S. Census Labor Force	53,823	Estimated			55,170		

Source:

(1) Economic Collaborative of Northern Arizona: (http://www.chooseflagstaff.com/key-industry-sectors)
(2) City of Flagstaff Human Resources
(3) Includes all positions reflected by FTE hours in Schedule 20
(4) www.thetrain.com

Schedule 20
City of Flagstaff
Full-time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

	Fiscal Year									
Function/Program	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
General Government										
Management services	86.50	84.55	85.00	86.00	87.25	91.00	97.25	99.57	99.25	103.50
Capital management	11.00	8.00	7.00	7.00	8.00	8.00	8.00	9.00	9.00	9.00
City Court	25.18	25.18	24.18	24.35	25.35	26.35	29.35	29.35	29.55	29.55
Public Safety										
Police	168.00	172.00	171.00	169.00	169.00	167.00	167.00	173.00	176.00	176.00
Fire	92.00	85.00	85.00	85.00	87.00	88.00	89.00	95.00	94.00	94.00
Public Works	26.50	26.50	26.00	25.00	25.00	25.50	25.50	27.50	27.50	29.50
Economic and physical development										
Building	41.00	39.20	39.20	41.50	43.98	44.98	45.50	48.98	50.50	54.00
Planning	22.88	22.88	21.88	20.88	13.88	14.88	19.88	21.88	24.88	25.80
Tourism	13.25	12.49	12.49	12.93	13.93	13.93	14.15	15.15	15.15	16.15
Culture and recreation										
Library	50.77	51.40	51.40	51.40	52.30	53.43	54.49	55.38	55.08	55.32
Parks, recreation, and beautification	86.86	88.81	84.88	86.03	85.50	90.13	91.69	93.54	94.50	93.85
Highways and Streets	36.31	36.31	34.97	35.52	35.52	33.02	32.02	33.02	33.02	31.52
Water and wastewater	62.50	61.50	61.50	62.00	64.00	66.00	67.00	71.00	73.46	74.42
Environmental services	63.58	59.60	58.50	55.43	55.00	56.25	57.00	57.00	56.00	54.49
Airport	9.50	9.50	9.50	9.50	9.50	9.50	9.50	9.50	11.50	14.50
Stormwater	6.00	6.00	6.00	5.50	4.50	4.50	5.50	5.50	5.50	5.00
Flagstaff Housing Authority	23.50	23.50	24.00	22.00	22.00	21.60	21.28	21.28	21.28	21.80
Total	825.33	812.42	802.50	799.04	801.71	814.07	834.10	865.65	876.17	888.40

(1) City-wide reorganization affected distribution of employees. Customer Service moved from Water/Wastewater to Management Services.

Schedule 21
City of Flagstaff
Operating Indicators by Function/Program
Last Ten Fiscal Years

	Fiscal Year									
Function/Program	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Court										
Criminal Filings	8,531	8,857	8,695	8,375	7,273	6,924	7,208	6,364	5,819	7,105
Traffic filings	12,010	9,217	8,340	7,726	8,428	8,190	6,437	6,068	5,315	5,933
Non-Criminal / Other	370	547	477	468	554	1,357	4,668	2,250	1,579	1,750
Purchasing										
Credit card rebates received	$ 31,878	$ 33,923	$ 34,395	$ 48,128	$ 72,037	$ 94,873	$ 104,522	$ 111,281	$ 114,462	$ 110,582
Fire										
Emergency incidents	7,274	7,438	8,023	8,730	9,432	12,775	12,700	14,415	14,626	14,958
Fire incidents	175	213	185	177	184	168	190	218	314	153
Other calls	2,378	2,226	2,298	2,532	2,654	742	3,017	3,296	3,036	3,676
Inspections assigned	1,174	1,468	1,411	1,340	2,341	2,217	1,775	1,775	1,730	1,730
Plan Reviews	528	535	559	512	659	639	743	945	965	960
Fuel Management										
Plan Assessment (Acres)	N/A	N/A	N/A	N/A	2,300	1,500	1,723	667	345	723
Site Marking (Acres)	586	128	284	511	70	555	921	586	79	73
Site Thinning (Acres)	809	197	276	541	820	700	1,381	1,135	1,877	642
Prescription Burn (Acres)	342	697	540	778	333	650	948	860	759	288
Police										
Felony reports	2,973	2,940	2,910	2,564	2,511	2,769	2,945	2,908	2,881	2,863
Misdemeanor reports	11,786	11,253	11,040	10,383	8,980	9,553	9,531	9,045	8,776	9,222
Domestic violence incidents	1,923	1,961	2,023	1,688	1,550	1,541	1,513	1,478	1,661	1,857
Non-crime reports	9,827	9,886	9,841	7,174	6,036	6,660	6,604	6,070	6,756	7,258
Accident reports	2,735	2,574	2,568	2,180	2,590	2,985	2,926	2,803	2,828	2,519
Calls dispatched to Police/Sheriff	57,899	57,188	60,003	56,373	58,590	62,228	65,566	62,597	61,230	60,479
Calls dispatched to Fire	11,130	13,320	11,497	11,464	11,777	13,565	14,497	14,550	14,749	15,529

Schedule 21 (continued)
City of Flagstaff
Operating Indicators by Function/Program
Last Ten Fiscal Years

	Fiscal Year									
Function/Program	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Streets										
Potholes repaired	1,498	1,877	2,054	3,605	1,174	1,437	2,367	2,127	886	296
Airport										
Fuel Flowage (Gallons Sold)	850,327	526,406	490,401	544,028	566,387	603,382	588,506	645,367	855,383	1,267,517
Enplanements	63,407	62,872	60,190	61,691	62,578	69,485	65,887	74,707	87,993	111,035
Refuse collection										
Refuse collected (Landfill tonnage)	138,703	137,815	145,793	144,411	143,528	143,639	145,960	109,776	91,105	91,941
Recyclables collected (total tons)	8,869	8,101	8,388	8,343	8,340	12,191	9,452	9,198	9,140	8,285
Community Development										
Permit Valuation	$ 26,176,700	$ 85,638,067	$ 58,089,290	$ 95,467,771	$ 93,918,660	$ 177,068,294	$ 217,767,173	$ 149,723,688	$ 167,323,988	(1)
Library										
Visits	763,928	739,706	715,033	687,735	673,246	660,974	662,838	660,030	617,813	444,396
Circulation	1,029,062	1,182,956	1,164,789	1,117,652	1,002,125	1,055,176	1,001,074	929,333	954,071	555,361
Tourism										
Revenue Per Available Room	$ 45.26	$ 50.94	$ 54.61	$ 59.99	$ 69.19	$ 74.14	$ 76.06	$ 75.49	$ 75.64	$ 59.72

Sources: Various City divisions

(1) This information is tracked on a calendar year basis.

Schedule 22
City of Flagstaff
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

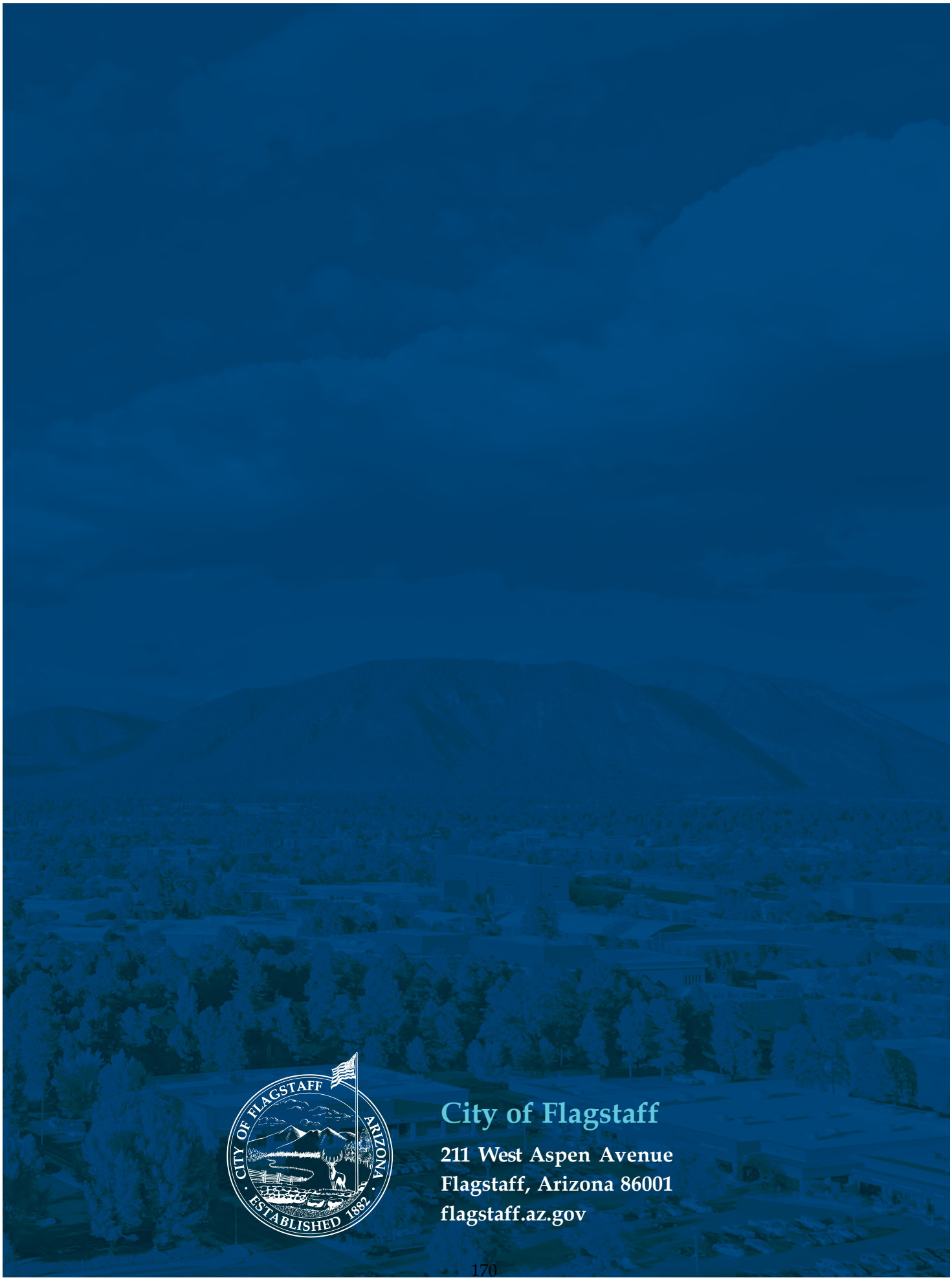
	Fiscal Year									
Function/Program	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Public Safety										
Police patrol units (Includes Motorcycle units)	37	37	37	37	37	39	39	39	40	43
Number of fire hydrants	3,176	3,179	3,242	3,242	3,254	3,254	3,257	3,263	3,350	3,397
Number of fire stations	7	7	6	6	6	6	6	6	6	6
Culture and recreation										
Number of developed parks	24	23	23	23	23	23	23	23	23	23
Number of undeveloped parks	5	4	4	4	4	5	5	5	5	5
Park acreage	735	680	710	710	736	741	741	741	741	741
Flagstaff Urban Trail System - Miles	53	53	55	55	55	56	56	56	59	59
Recreational Buildings	4	4	4	4	4	4	4	4	4	5
Highways and Streets										
Miles of streets, alleys, and sidewalks	814	814	814	844	844	844	844	844	844	1,018
Number of street lights	3,466	3,466	3,466	3,466	3,466	3,466	3,502	3,502	3,502	3,929
Water and wastewater										
Miles of sewer	271	271	274	274	276	276	294	294	294	374
Number of manholes	7,308	7,308	7,403	7,403	7,493	7,493	7,514	7,514	7,662	7,734
Total active water accounts	22,092	19,020	20,107	19,961	19,934	20,717	20,327	21,483	21,023	15,805
Average gallon water usage per household per month	5,107	5,339	6,326	5,022	4,562	3,901	4,867	4,153	4,170	4,297
Airport										
Fixed base operators	1	1	1	1	1	1	1	1	1	1
Locally based aircraft	122	125	209	134	134	132	132	117	117	112
Tiedowns	11	11	11	11	11	12	12	12	12	18
Enclosed hangars	61	61	61	61	61	61	61	61	61	61
Open hangars	48	48	48	48	48	36	44	44	44	48

Schedule 23
City of Flagstaff
Insurance Summary
Effective July 1, 2019 to June 30, 2020

Coverage	Limit of Liability	
Liability Insurance:		
General Liability*	$ 1,000,000	/ per occurrence
(Includes 2 skateboard parks, bike freestyle park, EMT's)	$ 2,000,000	/ aggregate
Law Enforcement Liability*	$ 1,000,000	/ each wrongful act
	$ 1,000,000	/ aggregate
Auto Liability	$ 1,000,000	/ each accident
Auto Physical Damage	Varies per veh	/ $1000/comprehensive
		/ $5000/collision deductible
Public Entity Management Liability*	$ 1,000,000	/ each wrongful act
(Claims Made Retro Date 6-1-95)	$ 1,000,000	/ aggregate
Employment Practices Liability*	$ 5,000,000	/ each wrongful act
(Claims Made Retro Date 6-1-95)	$ 5,000,000	/ aggregate
Employee Benefits Liability*	$ 1,000,000	/ each employee
(Claims Made)	$ 3,000,000	/ aggregate
Limited Abuse or Molestation Liability	$ 1,000,000	/ each offense
	$ 1,000,000	/ aggregate
* Liability Claims are Subject to a $75,000 Self Insurance Retention		
Public Entity Cyber Liability	$ 1,000,000	/ each wrongful act
(Claims Made Retro Date 6-1-09)	$ 1,000,000	/ aggregate
($5,000 deductible each wrongful act)		
Employer's Liability	$ 1,000,000	/ each accident
	$ 1,000,000	/ disease employee
	$ 1,000,000	/ disease policy limit
Worker's Compensation	Statutory	
Umbrella/Excess #1 - GL, Auto, Law Enforcement, Employer's Liability		
Public Entity Management, Employee Benefit	$ 20,000,000	/ each occurrence
	$ 20,000,000	/ general aggregate
$10,000 retained limit (ded)		
(Excludes Airport, Housing Authority, Employment related practices, Failure to Supply Services, Mold, Terrorism, Asbestos, Lead, Condemnation, Sexual Abuse)		
Aviation:		
General Liability	$ 40,000,000	/ each occurrence
Products/Completed Operations	$ 40,000,000	/ aggregate
Personal Injury, Advertising & Malpractice	$ 40,000,000	/ aggregate
Hangar Keepers Liability	$ 40,000,000	/ each aircraft
	$ 40,000,000	/ each occurrence

Coverage	Limit of Liability	
Property Insurance:		
Blanket Buildings and Personal Property	$ 235,000,000	/ $25,000 deductible
Boiler and Machinery	$ 125,000,000	$50,000 deductible
Flood Zones B and C	$ 10,000,000	/ $100,000 deductible
Earthquakes	Varies per Prop. Deduct.	/ $100,000 deductible
Business Income/Extra Expense	$ 10,000,000	/ $50,000 deductible
Flood Zone X Properties	$ 350,000	/ building
2500 N 1st St	$ 50,000	/ contents
Deductible	$ 1,250	/ building deductible
	$ 1,250	/ contents deductible
Contractors Equipment (actual cash value)	$250,000 per item	/ $5,000 deductible
	$5,000,000 aggregate	/
Bookmobile book collection	$ 250,000	/ $5,000 deductible
Employee Hand Tools	included	/ $50,000 deductible
Computer Equipment and Peripherals	included	/ $50,000 deductible
Data and Media	included	/ $50,000 deductible
	$ 250,000	/ $50,000 deductible
Fine Arts & exhibition floater	$ 500,000	/ $25,000 deductible
City Hall, Visitor Center, Airport Terminal		
Crime:		
Blanket Public Employees and Treasurer	$ 1,000,000	/ $5,000 deductible
Dishonesty Bond Including Faithful Performance of Duty		
Computer & Funds Transfer Fraud	$ 1,000,000	/ $5,000 deductible
Theft, Disappearance, & Destruction		
(Inside and Outside)	$ 1,000,000	/ $5,000 deductible
Forgery or Alteration	$ 1,000,000	/ $5,000 deductible
Money Orders & Counterfeit,	$ 1,000,000	/ $5,000 deductible
Credit, Debit or Charge Card forgery	$ 1,000,000	/ $5,000 deductible
International Travel - Executive Assistance	$ 1,500,000	/ Medical Assistance
	$ 250,000	Accidental death
Kidnap and Ransom Worldwide	$ 250,000	Each Loss
(some countries excluded)		


CITY OF FLAGSTAFF
ARIZONA
ESTABLISHED 1882



City of Flagstaff

211 West Aspen Avenue
Flagstaff, Arizona 86001
flagstaff.az.gov

CITY OF FLAGSTAFF, ARIZONA

SINGLE AUDIT ACT REPORTS

YEAR ENDED JUNE 30, 2020



CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND CONSULTING

CITY OF FLAGSTAFF, ARIZONA
TABLE OF CONTENTS
YEAR ENDED JUNE 30, 2020

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF BASIC FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*	**1**
INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AS REQUIRED BY THE UNIFORM GUIDANCE	**3**
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	
SUMMARY OF AUDITORS' RESULTS	**6**
FINANCIAL STATEMENT FINDINGS	**7**
FEDERAL AWARD FINDINGS AND QUESTIONED COSTS	**7**
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	**8**
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	**10**

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF BASIC FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Members of the City Council
City of Flagstaff, Arizona
Flagstaff, Arizona

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Flagstaff, Arizona (City), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 14, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Ctiy's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
December 14, 2020

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AS REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and Members of the City Council
City of Flagstaff, Arizona
Flagstaff, Arizona

Report on Compliance for Each Major Federal Program

We have audited the City of Flagstaff, Arizona's (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2020. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of Flagstaff, Arizona complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Honorable Mayor and Members of the City Council
City of Flagstaff, Arizona

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 14, 2020, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
January 12, 2021

CITY OF FLAGSTAFF, ARIZONA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2020

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditor's report issued: *Unmodified*

Internal control over financial reporting:

- Material weakness(es) identified? _____ yes __X__ no
- Significant deficiency(ies) identified? _____ yes __X__ none reported

Noncompliance material to financial statements noted? _____ yes __X__ no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ yes __X__ no
- Significant deficiency(ies) identified? _____ yes __X__ none reported

Type of auditor's report issued on compliance for major programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes __X__ no

Identification of major programs:

CFDA Numbers	Name of Federal Program or Cluster
21.019	AZCARES
20.106	Airport Improvement Program
66.458	Clean Water State Revolving Fund Cluster

Dollar threshold used to distinguish between Type A and Type B programs: $750,000

Auditee qualified as low-risk auditee? _____ yes __X__ no

SECTION II – FINANCIAL STATEMENT FINDINGS

None noted.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None noted

CITY OF FLAGSTAFF, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2020

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Pass-Through Number	Award Amount	Expenditures	Subrecipients/ Pass-through
Department of Agriculture					
Passed through Arizona State Forestry Division:					
Cooperative Forestry Assistance - Hazardous Fuels Program	10.664	WFHF 15-212	$ 116,683	$ 36,093	$ -
Cooperative Forestry Assistance - Hazardous Fuels Program	10.664	WFHF 18-203	180,000	92,028	-
Cooperative Forestry Assistance - Invasive Plant Program	10.664	IPG 18-701	20,000	13,079	-
Total Department of Agriculture				141,200	-
Department of Housing and Urban Development					
Direct Programs:					
Community Development Block Grant (CDBG) - Entitlement Grant Cluster					
Community Development Block Grant 2017-2018	14.218	N/A	599,042	-	-
Community Development Block Grant 2018-2019	14.218	N/A	621,718	278,461	-
Community Development Block Grant 2019-2020	14.218	N/A	616,928	131,270	-
Disbursements to Sub-Recipients	14.218			-	368,372
Subtotal CDBG - Entitlement Grant Cluster				409,731	368,372
Public and Indian Housing	14.850	N/A	327,097	713	-
Public and Indian Housing	14.850	N/A	310,174	155,896	-
Public and Indian Housing	14.850	N/A	145,555	102,626	-
Public and Indian Housing	14.850	N/A	288,061	627	-
Public and Indian Housing	14.850	N/A	283,976	142,728	-
Public and Indian Housing	14.850	N/A	201,142	141,819	-
Public and Indian Housing	14.850	N/A	31,752	1,773	-
Public and Indian Housing	14.850	N/A	43,879	2,371	-
Subtotal CFDA 14.850				548,553	-
Section 8 Project - Based Cluster					
Lower Income Housing Assistance Program - Section 8 Moderate Rehab	14.856	N/A	85,894	85,894	-
Housing Choice Voucher Cluster					
Section 8 Housing Choice Voucher	14.871	N/A	4,505,962	4,451,720	-
Section 8 Housing Choice Voucher	14.871	N/A	65,400	426	-
Subtotal Housing Choice Voucher Cluster				4,452,146	-
Public Housing Capital Fund	14.872	N/A	396,714	11,121	-
Public Housing Capital Fund	14.872	N/A	615,728	108,993	-
Subtotal CFDA 14.872				120,114	-
Passed through Coconino County, Arizona:					
Home Investment Partnership Program	14.239	302-18	250,000	18,023	-
Total Department of Housing and Urban Development				5,634,461	368,372
Department of Interior					
Direct Programs:					
National Park Service Dispatch Services	15.954	N/A	25,000	5,000	-
Department of Justice					
Direct Programs:					
COVID19 Emergency Supplemental Funding	16.034	N/A	65,915	38,643	-
Bulletproof Vest Partnership Program 2018	16.607	N/A	12,080	-	-
Bulletproof Vest Partnership Program 2019	16.607	N/A	28,800	11,813	-
Subtotal CFDA 16.607				11,813	-
Justice Assistance Grant Program	16.738	N/A	21,324	21,324	-
Justice Assistance Grant Program	16.738	N/A	21,353	12,956	-
Justice Assistance Grant Program	16.738	N/A	20,458	6,137	-
Disbursements to Sub-Recipients	16.738			-	18,260
Passed through Arizona Criminal Justice Commission:					
Edward Byrne Memorial Justice Assistance Grant Program Cycle 32	16.738	DC-19-002	107,714	2	-
Edward Byrne Memorial Justice Assistance Grant Program Cycle 33	16.738	DC-20-002	99,223	102,068	-
Subtotal CFDA 16.738				142,487	18,260
Passed through Arizona Criminal Justice Commission:					
Public Safety Partnership and Community Policing Grant 2017	16.710	2017-UM-WX-0125	250,000	3,706	-
Total Department of Justice				196,649	18,260

(Continued)

See accompanying notes to schedules of expenditures of federal awards.

CITY OF FLAGSTAFF, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2020

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Pass-Through Number	Award Amount	Expenditures	Subrecipients/ Pass-through
Department of Transportation					
Direct Programs:					
Airport Improvement Program - AIP 40	20.106	N/A	$ 150,000	$ 19,032	$ -
Airport Improvement Program - AIP 42	20.106	N/A	850,000	652,662	-
Airport Improvement Program - AIP 45	20.106	N/A	18,134,294	1,019,761	-
Small Community Air Service Development Program	20.106	N/A	800,000	549,910	-
Subtotal CFDA 20.106				2,241,365	-
Passed through Arizona Department of Transportation:					
Highway Planning and Construction Cluster					
Highway Planning and Construction - PL	20.205	GRT-17-0006568-T	126,081	53,064	-
Highway Planning and Construction - SPR	20.205	GRT-17-0006568-T	180,363	52,380	-
Highway Planning and Construction - STBG	20.205	GRT-17-0006568-T	861,063	521,957	-
Highway Planning and Construction - STBG O&M	20.205	GRT-17-0006568-T	215,000	15,254	-
Subtotal Highway Planning and Construction Cluster				642,655	-
Passed through Arizona State Parks:					
Picture Canyon Trail Improvements	20.219	IGA-11-049-RTP-471510	109,614	-	-
Passed through Arizona Department of Transportation:					
Metropolitan Transportation Planning - FTA	20.505	GRT-17-0006568-T	36,121	-	-
Metropolitan Transportation Planning - FTA 18-004	20.505	GRT-17-0006568-T	37,431	-	-
Metropolitan Transportation Planning - FTA 2018-031	20.505	GRT-17-0006568-T	28,285	6,454	-
Metropolitan Transportation Planning - FTA Route Assignment Model Planning Study	20.505	GRT-17-0006568-T	29,209	-	-
Metropolitan Transportation Planning - FTA Transit Route Assignment Model	20.505	GRT-17-0006568-T	102,623	61,650	-
Subtotal CFDA 20.505				68,104	-
Highway Safety Cluster					
Passed through Arizona's Governor's Office of Highway Safety:					
State and Community Highway Safety - Emergency Equipment	20.600	2020-EM-003	9,481	8,729	-
State and Community Highway Safety - Radars	20.600	2020-PTS-019	8,427	8,427	-
State and Community Highway Safety - Youth Alcohol Enforcement	20.600	2019-405d-012	20,000	5,785	-
State and Community Highway Safety - Youth Alcohol Enforcement	20.600	2020-405d-014	20,000	3,267	-
Subtotal CFDA 20.600				26,208	-
Passed through Arizona's Governor's Office of Highway Safety:					
State and Community Highway Safety - DUI Enforcement OT	20.616	2019-405d-013	25,000	3,071	-
State and Community Highway Safety - DUI Enforcement OT	20.616	2020-405d-013	50,918	19,201	-
State and Community Highway Safety - AZ TraCS Equipment	20.616	2020-405c-004	61,002	61,002	-
Subtotal CFDA 20.616				83,274	-
Total Highway Safety Cluster (CFDA 20.600 and 20.616)				109,482	-
Total Department of Transportation				3,061,606	-
Department of Treasury					
Passed through the Arizona Governor's Office					
AZCARES	21.019	ERMT-20-036	8,614,855	6,680,809	-
Institute Of Museum And Library Services					
Passed through Arizona State Library, Archives and Public Records:					
Grants to States - Community Enrichment thru Tutoring Underserved Populations	45.310	2018-0260-7	10,000	509	-
Grants to States - Writers in Residence in Libraries	45.310	2019-0271-02	4,800	4,800	-
Grants to States - Interactive Spaces	45.310	2019-0010-4	5,000	5,000	-
Grants to States - State Grant in Aid	45.310	SGIA20-A-03	25,000	25,000	-
Grants to States - Indigenous Library Materials	45.310	2019-0010-0-H	4,000	1,329	-
Grants to States - Juvenile Detention Book Talk	45.310	2019-0010-0-G	4,000	4,000	-
Grants to States - Xeriscape Garden at Tuba City	45.310	2020-0170-04	7,000	-	-
CARES Act Expanded - Accoutrements	45.310	2020-0720-22	4,000	-	-
CARES Act Expanded - Security Cameras	45.310	2020-0720-23	4,000	-	-
Total Institute of Museum and Library Services				40,638	-
Environmental Protection Agency					
Passed through Water Infrastructure Finance Authority of Arizona:					
Clean Water State Revolving Fund Cluster					
Flagstaff Watershed Protection Project	66.458	CW-005-2020	1,554,288	1,554,288	-
Department of Homeland Security					
Direct Programs:					
FEMA Floodplain Management Plan	97.045	N/A	200,000	34,678	-
FEMA SAFER Hiring	97.083	N/A	991,230	281,668	-
Passed through Arizona Department of Homeland Security:					
Personal Radiation Detector	97.067	18-AZDOHS-HSGP-1801103-02	8,800	-	-
Strengthen Interoperable Communications	97.067	19-AZDOHS-HSGP-190104-02	13,030	12,957	-
Personal Remote	97.067	EMW-2019-SS-00002-S01	15,000	12,787	-
Subtotal CFDA 97.067				25,744	-
Total Department of Homeland Security				342,090	-
Total Expenditures of Federal Awards				$ 17,656,741	$ 386,632

See accompanying notes to schedules of expenditures of federal awards.

CITY OF FLAGSTAFF, ARIZONA
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2020

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the City of Flagstaff, Arizona under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).* Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City of Flagstaff, Arizona.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST

The City did not elect the ten percent de minimus indirect cost rate.

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC,
an SEC-registered investment advisor. | CliftonLarsonAllen LLP

A member of Nexia International

CliftonLarsonAllen LLP
CLAconnect.com

The Honorable Mayor and Members of City Council
City of Flagstaff, Arizona
Flagstaff, Arizona

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Flagstaff, Arizona (City) as of and for the year ended June 30, 2020, and have issued our report thereon dated December 14, 2020. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2020.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the capital assets' depreciation and remaining useful lives is based on an analysis of the current rate of use of certain assets. We evaluated the key factors and assumptions used to develop depreciation and the remaining useful lives in determining that they are reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the fair value of investments is based on a market comparison and value of similar type investments. We evaluated the key factors and assumptions used to develop the fair value of investments in determining that they are reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the allowance for uncollectible accounts related to the City's sales tax, court revenues, and utility receivables is based on an analysis of the history of sales tax, court, and utility receivable collections. We evaluated the key factors and assumptions used to develop the allowance for uncollectible accounts related to the City's receivables in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the Other Postemployment Benefit Liability (OPEB) is based on actuarial methods and assumptions of the substantive benefit plan. We evaluated the key factors and assumptions used to develop the OPEB liability in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the current portion of the compensated absence liability, as well as the amounts earned and used is based on actual payouts made during the first two months of the fiscal year under audit and amounts earned and used over an average of the past two years, respectively. We evaluated the key factors and assumptions used to develop the current portion, earned, and used amounts of the compensated absence liability in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the landfill closure and postclosure care liability is based on an engineer's estimate of landfill capacity used and projected estimated costs utilizing inflation factors. We evaluated the key factors and assumptions used to develop the estimated closure and postclosure care costs in determining that it is reasonable in relation to the financial statements taken as a whole.

- Management's estimate of the unfunded pension liability related to the Arizona State Retirement System, Elected Officials pension plans and Public Safety Personnel Retirement System Plan benefits are based on actuarial reports prepared by other professionals. We reviewed the key assumptions used to estimate the liability in determining that they are reasonable in relation to the financial statements taken as a whole.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has determined that the effects of the uncorrected misstatements on the following page on the financial statements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole:

- Benefit payments for the Single Employer OPEB plan were not recorded as deferred outflows of resources in the current year ($429,061) or the prior fiscal year ($455,699).

- An invoice at or near year end was not accrued as a payable and expenditure in the capital projects fund in the amount of $33,095.

Corrected misstatements

Management did not identify and we did not notify them of any financial statement misstatements detected as a result of audit procedures.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated December 14, 2020.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other Matters

The single audit and required reports have not yet been completed due to a delay in the issuance of the Compliance Supplement Addendum.

Other information in documents containing audited financial statements

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

With respect to the schedule of expenditures of passenger facility charges (Schedule) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the Schedule to determine that the Schedule complies with the requirements of the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration, the method of preparing it has not changed from the prior period or the reasons for such changes, and the Schedule is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the Schedule to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 14, 2020.

With respect to the nonmajor combining statements and schedules and the supplemental information (capital assets used in the operations of governmental funds, the budgetary comparison schedules for nonmajor governmental funds and the federal financial data schedule) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 14, 2020.

The introductory and statistical sections accompanying the financial statements, which are of a nonaccounting nature and which are the responsibility of management, were prepared for purposes of additional analysis and are not a required part of the financial statements. Such information was not subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we did not express an opinion or provide any assurance on it.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

* * *

This communication is intended solely for the information and use of the Mayor, Members of City Council and management of the City of Flagstaff, Arizona and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

Phoenix, Arizona
December 14, 2020

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Reavis, Heritage Preservation Officer and Neighborhood Planner
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration and Adoption of Ordinance No. 2021-04: An ordinance of the City Council of the City of Flagstaff amending the Flagstaff Zoning Map to rezone approximately .82 acres of real property generally located at 922 E Route 66 by adding a Landmarks Overlay District designation to the historic sign only, within an existing Highway Commercial District zoning classification

STAFF RECOMMENDED ACTION:

At the March 2, 2021 Council Meeting:

1) Read Ordinance No. 2021-04 by title only for the first time
2) City Clerk reads Ordinance No. 2021-04 by title only (if approved above)

At the March 16, 2021 Council Meeting:

3) Read Ordinance No. 2021-04 by title only for the final time
4) City Clerk reads Ordinance No. 2021-04 by title only (if approved above)
5) Adopt Ordinance No. 2021-04

Executive Summary:

This is a direct to ordinance zoning application for adding a Historic overlay so that the project can take advantage of Flagstaff's Historic Sign and Facade Grant program to rehabilitate the remaining portion of the historic Route 66 sign of the Whispering Winds Motel and to restore the missing upper portion of the sign as it appeared historically. The Overlay also allows for the sign to vary from current sign requirements to archive its original historic configuration.

Financial Impact:

Sign grant program does not use general fund.

Policy Impact:

Project meets Heritage Preservation requirements and ordinance provisions.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Project meets Heritage Preservation Goals and Comprehensive planning goals

Has There Been Previous Council Decision on This:

No

Attachments: Ord. 2021-04
Presentation
Exhibit A to Ordinance
WW PZ Staff Report
Zoning Map Application
WW Sign Permit Number 1
Newspaper Notice
Banner Public Hearing PZ Notice
HPC Neighborhood Hearing
2nd Meeting Waiver
Property Maps and Description
Notification Letter to adjacents
HPC Historic Facade and Signs Grant Application
HPC staff report
WW HPO Staff amend
HPO signature permision
WW posting condition
February 3, 2021 HPC minutes

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 0.82 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 922 E ROUTE 66 BY ADDING A LANDMARKS OVERLAY DISTRICT DESIGNATION ("LO") TO THE EXISTING HIGHWAY COMMERCIAL DISTRICT ("HC") ZONING CLASSIFICATION; PROVIDING FOR SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, WW.66 LLC ("Owner") is the owner of approximately 0.82 acres of the land in the City of Flagstaff, Coconino County, Arizona, currently zoned HC, located at 922 E Route 66, Flagstaff, Coconino County, Arizona, generally known as the Whispering Winds Motel, and specifically described and depicted in attached Exhibit A, incorporated herein by this reference ("Property"); and

WHEREAS, pursuant to Flagstaff Zoning Code Division 10-30.30, et seq., an application ("Application") has been submitted by the Owner to amend the Zoning Map classification of the Property by adding an LO designation for the individual sign of historic significance to the existing HC classification; and

WHEREAS, the use of the Property as a motel exemplifies mid-century modern motel architectural design features that includes distinctive signage, as a significant movement in Flagstaff history; and

WHEREAS, the Mother Road, Route 66, a Nationally recognized scenic road retains historic resources with the Whispering Winds Motels as an intact example of such a motel; and

WHEREAS, the community of Flagstaff transformed along Route 66 with auto-related services and motels adding distinctive historic resources to the City of Flagstaff; and

WHEREAS, the preservation and continued use of historic resources meet the goals and programs of the Heritage Preservation program of Flagstaff; and

WHEREAS, pursuant to Flagstaff Zoning Code Section 10-30.30.050.B, Determination of Significance of Cultural Resources, the Property meets the established criteria for amending the Zoning Map classification of a property to the LO designation; and

WHEREAS, on February 3, 2021 the Historic Preservation Commission, having considered the Application and the recommendation of the City's Historic Preservation Officer, unanimously passed a motion recommending that the City Council add the LO designation to the Property; and

WHEREAS, on February 24, 2021, the Planning and Zoning Commission, having considered the recommendation of the Historic Preservation Commission, passed a motion recommending that the City Council amend the Zoning Map classification of the Property by adding an LO designation to the existing HC zoning classification; and

WHEREAS, the City Council has considered the recommendations of the Historic Preservation Commission and the Planning and Zoning Commission; and

WHEREAS, the City Council also has considered the Application and the staff summary prepared by the Community Development Division, Heritage Preservation, and finds that the proposed amendment meets the findings in Flagstaff Zoning Code Sections 10-20.50.040.F and 10-30.30.040.E; and

WHEREAS, the City Council finds that, in accordance with A.R.S. Section 9-462.01(F), the proposed amendment is consistent with and conforms to the Flagstaff Regional Plan 2030.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Flagstaff Zoning Map designation of approximately 0.82 acres of the real property located at 922 E Route 66, and specifically described and depicted in Exhibit A, be amended by adding an LO designation to the existing HC classification.

SECTION 2. That only the portion of the Property within the historic sign's footprint will be subject to the landmark overlay criteria and review.

SECTION 3. That, prior to the City Council's final adoption of this Ordinance, the Owner shall execute an Agreement for the Waiver of Claims for Diminution of Value of Property with the City of Flagstaff, as authorized by Arizona Revised Statutes Section 12-1134(I).

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of March 2021.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A – Legal Description and Area Context Map



Whispering Winds Motel Landmark Overlay Zoning Map Amendment

PZ-20-00141-02

Mark Reavis, AICP, NCARB

Heritage Preservation Officer

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Landmark Zoning Overlay

Heritage Preservation Program 10-30.30.010 “Purpose”

The purpose of this division is to protect and enhance the cultural, historical, and archaeological heritage of the City of Flagstaff by recognizing, preserving, enhancing, and perpetuating the use of those objects, structures, sites, and landscape features that represent distinctive elements of the City’s cultural, political, architectural, and archaeological history. The Council finds and intends that preservation of the City’s heritage is in the interest of the health, economic prosperity, education, cultural enrichment, and general welfare of the public.

** The Heritage Preservation Program promotes local landmark designations, shepherds the applications, and supports and pays the fees associated with the landmark zoning overlays so as to further enhance heritage preservation efforts.*

Landmark Zoning Overlay

Individual Signs of Historic or Cultural Significance

Significant Signs:

- Have been in continuous existence at their present location for not less than 50 years.
- Use exemplary technology, craftsmanship or design.
- Demonstrate extraordinary aesthetic quality, creativity, or innovation.
- Unusual, significant, or meaningful to the City streetscape and the City's history.
- And as such, be worthy of special recognition and may be designated as a landmark property in accordance with the provisions of this division.

Landmark Overlay

Why is a Landmark Overlay Required for an "Individual Signs of Historic or Cultural Significance"

The Landmark Overlay will allow for the continued utilization of the historic sign's remaining components and the sign's restoration to its original appearance, height and area. Without the zoning overlay the sign would be limited to minor improvements or replacement while not meeting the community's goal of the retention or restoration of significant historic signs.

This provision of the code cannot be utilized to replicate a no longer existing sign, only for restoration of an existing historic sign.

Whispering Winds Motel Sign

Direct to Ordinance Zoning Map Amendment for Historic Overlay.

LO - Landmark Overlay for 922 E Route 66

Per 10.50-100.020 sign ordinance provisions allows significant historic signs (per 10-30.30) to be restored to original condition even if the sign exceeds allowable requirements when the sign is brought into a landmark overlay.

Consideration was given to Dark Sky compliance (though not required) in restoration design.

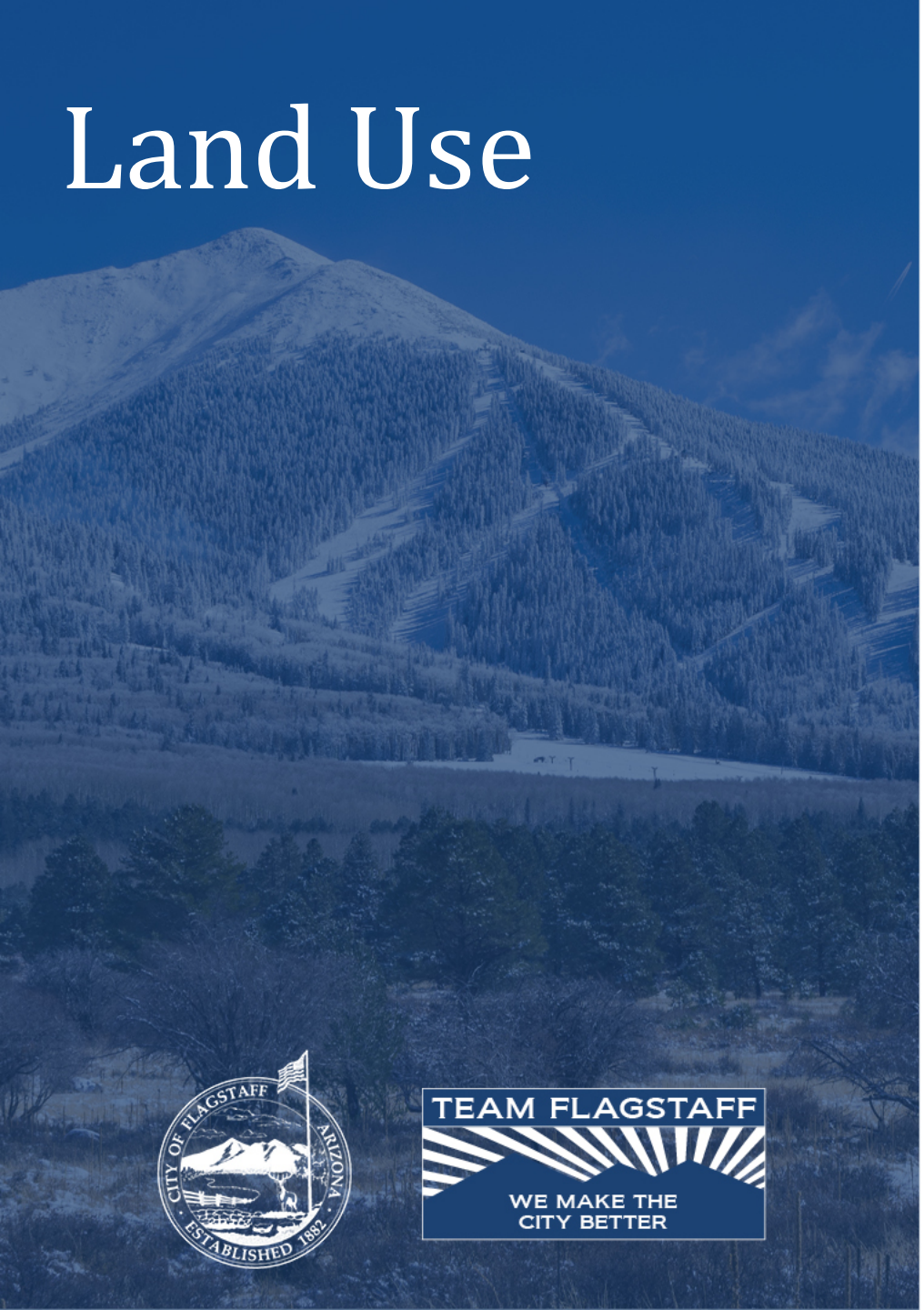
Whispering Winds' Sign

Sign is located @ 922 East Historic Route 66.

Historic Overlay calls out entire parcel for identification but is only applicable to the sign.



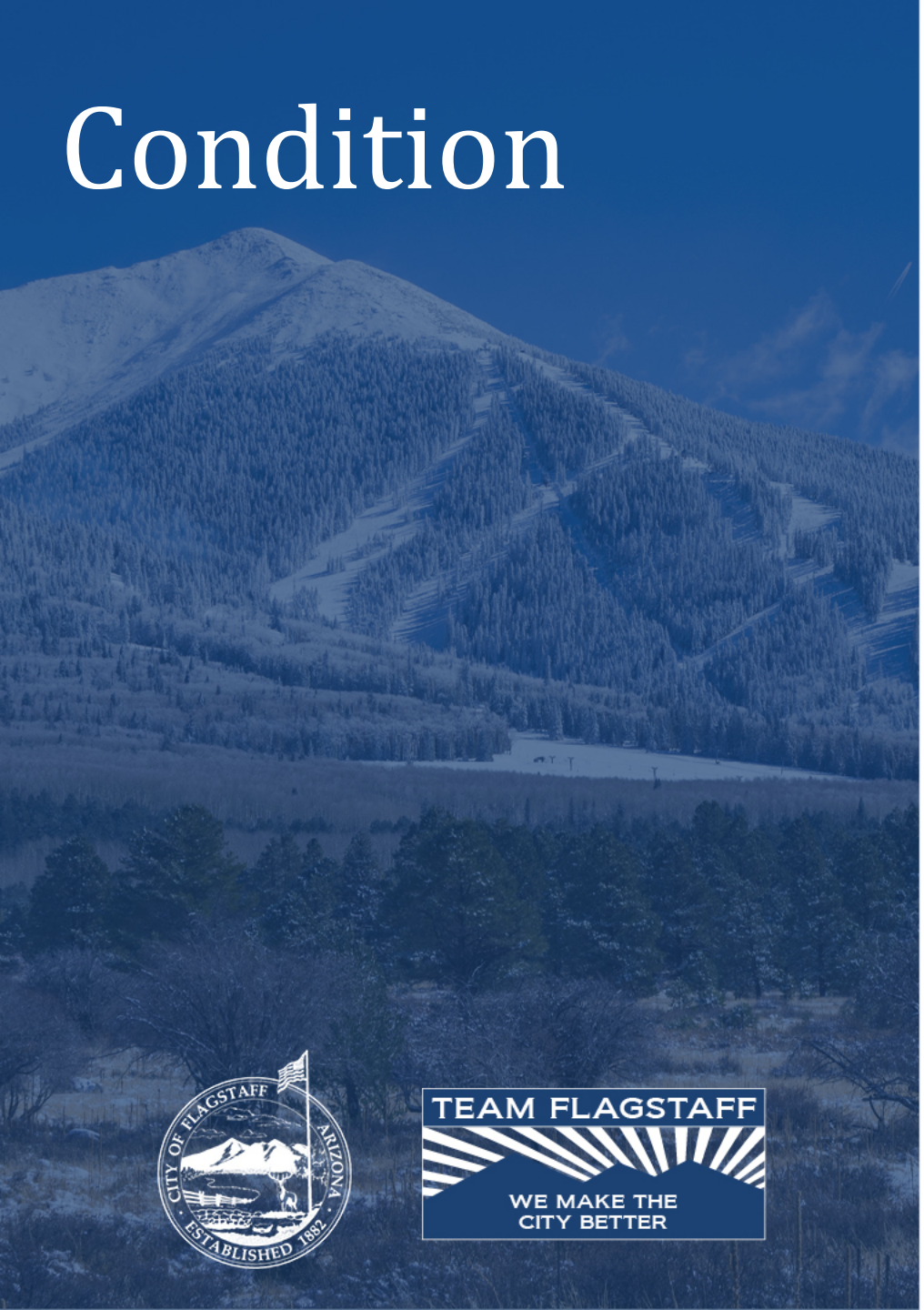
Land Use



The subject property is:

- Approximately **0.82** acres
- Fronts Route 66
- Owned by WW.66 LLC, 6164 E. Abineau Canyon Dr. Flagstaff AZ. LLC.
- Existing Land Use: Motel/Commercial
- Proposed Land Use: Motel/Commercial

Condition



- Motel is consistent in use with other motels and commercial enterprises along Route 66.
- Motel is an exceptional example of a 1960s modern architectural design that has retained its form and architectural features.
- The sign has suffered from weather exposure, some modifications, and the loss of the upper portion of the sign- an oval form that once featured the motel's name.

Whispering Winds Motel

Iconic 1964 “motor hotel” and its sign in current compromised condition.



Whispering Winds Historic Sign Grant

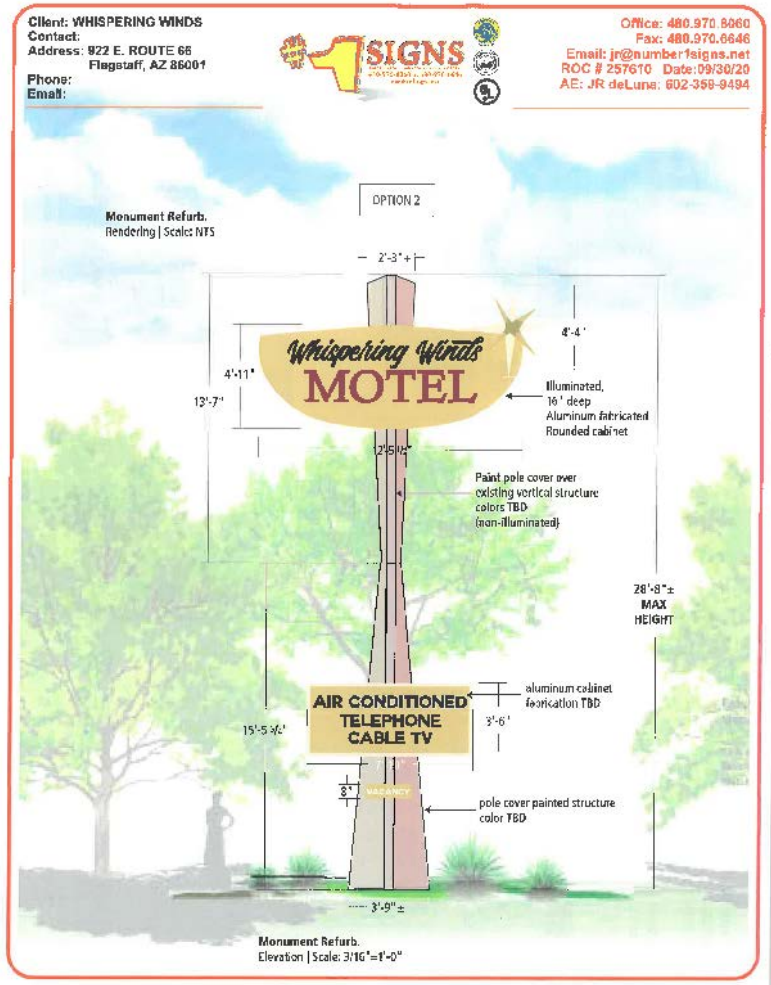
Flagstaff's Historic Façade and Sign Grant Program to support a portion of the cost of the sign's rehabilitation and restoration

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

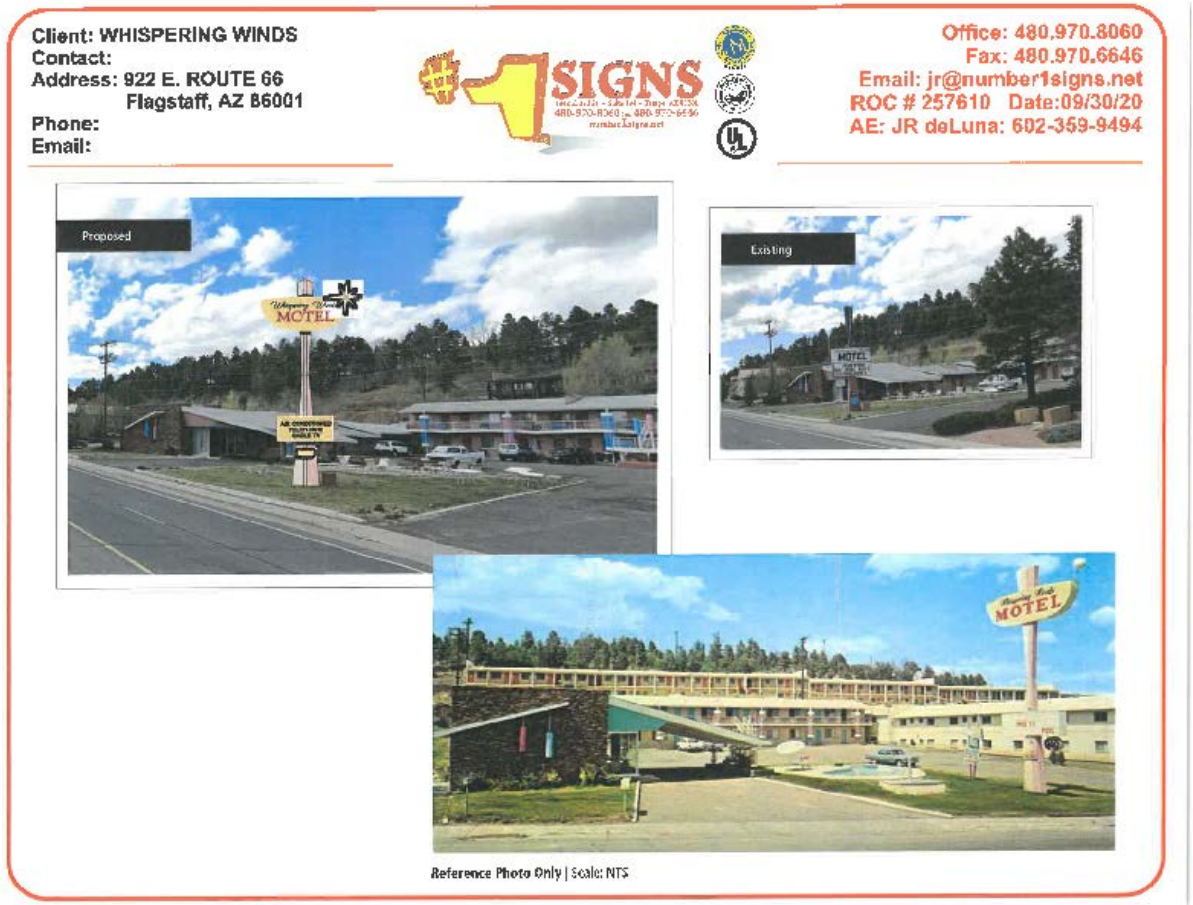


Whispering Winds Motel Sign

Restoration Design



Postcard documentation



HP Incentive Grant

City of Flagstaff Historic Façades and Signs Grants *provides up to a max of $10,000 at 50/50 matching basis for historic structures preservation (BBB tax).*

- "The Heritage Preservation Commission provides funding for projects that rehabilitate, restore, or preserve Flagstaff's heritage sites, buildings, structures, and objects. By investing in heritage and cultural resources, the Commission supports the economic vitality of our community through heritage tourism, sustainable community development, enhancement of the built environment, neighborhoods, and districts, and by fostering private investment in significant heritage and cultural resources."

HPC Review and Recommendation

Previous HPC Decision & Update Required

- Sign grant approved on August 19, 2020, conditioned on Landmark Overlay
- Neighborhood Meeting held at regular HPC Meeting on October 21, 2020
- HPC held a special meeting on February 3, 2021 to review additional updated information that clarified the signs design, verified grant compliance and recommended approval of the Landmark Overlay zoning application (PZ-20-00141-02) to the Planning and Zoning Commission.
- The Neighborhood meeting was noticed in the AZ Daily Sun and with a sign on the property as were the public hearing dates for Planning and Zoning and City Council

Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans.

Relevant Regional Plan Goals and Policies support the proposed Zoning Map Amendment.

The Landmark Overlay supports Environmental Planning & Conservation, Growth Areas & Land use, Transportation General Plan Goals & Policies in particular:

- Goal CC.3 design traditions of Flagstaff.
- Policies CC.3.1 and CC.3.2 for context and documented evidence of the signs original design with photo documentation for the sign restoration and consistent with surrounding development of Route 66.
- Policy CC.4.1 states streetscapes are to be context sensitive & not impacting traffic safety.

Finding #2

The proposed amendment must be determined to add to the public good as described in the General Plan.

- Preservation of a sign identifying a significant historic motel along Route 66 - a roadway of State and National significance - is a priority of the Flagstaff Heritage Preservation program. The retention of the sign retains an essential feature of a Nationally significant Scenic byway and All-American Road.
- *The Heritage Preservation Commission believes that the proposed application meets this finding.*

Finding #3

In consideration of Life Safety.

The amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff

The affected site is physically suitable in terms of provision of public and emergency vehicle access and public services and utilities and covered and is further called out in 10-20-50.40F 1a. The landmark overlay is only applicable to the existing sign's footprint and does not constitute a hazard to the property in which the property is located.

- *Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development.*

Additional HPC Findings

10-30.30.040.E - were met & approved by HPC

Designation of Landmark Properties or Historic Overlay Zones

Individual Signs of Historic or Cultural Significance

- The sign has been in continuous existence at its present location for not less than 50 years.
- Uses exemplary technology, craftsmanship, design and historic sign materials
- Is significant, to the Route 66 streetscape and the City's history, and
- Is worthy of special recognition as a landmark property

HPC Recommendation

.

Heritage Preservation Commission recommends Planning and Zoning Commission forward the request to the City Council with a recommendation approving PZ-20-00141-02 with following conditions.

- That the subject sign must be developed in accordance with the approved sign grant application and,
- That any future alterations must be reviewed by the HPO.

Staff Recommended Action

Planning and Zoning Commission recommend approval of PZ-20-00141-02 to the City Council with following conditions:

- That the Flagstaff Zoning Map designation of approximately 0.82 acres of the real property located at 922 E Route 66, and specifically described and depicted in Exhibit attached, be amended by adding an LO designation to the existing HC classification.
- That, pursuant to Flagstaff Zoning Code Section 10-30.30.040 Designation of Landmark Properties or Historic Overlay Zones, the portion of the Property consisting of the historic sign's footprint is the only portion of the Property subject to the landmark overlay criteria and review.
- That, prior to the City Council's final adoption of this Ordinance, the Owner shall execute an Agreement for the Waiver of Claims for Diminution of Value of Property with the City of Flagstaff, as authorized by Arizona Revised Statutes Section 12-1134(I).

P & Z Recommendation

.

The Planning and Zoning Commission has forwarded the request to the City Council with a recommendation of approving PZ-20-00141-02 per stated conditions.



Thank You

Questions?

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Options

Planning and Zoning Commission recommend approval of PZ-20-00141-02 to the City Council with following conditions:

- #1 Approve **PZ-20-00141-02** with stated conditions.
- #2 Deny for LO (Landmark Overlay) zoning map amendment.
  - Property owner can retain sign remains and make minor modifications or,
  - Remove and replace sign per current sign code (which will require cultural resource study because sign had been determined to be significant).

Thank You

Questions?

.

Exhibit A

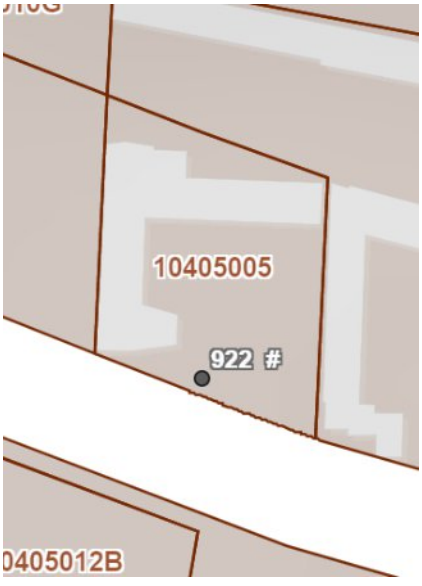
Situs Address 914 E ROUTE 66

City FLAGSTAFF

Tax Area 0150 - SD#1 CITY OF FLAGSTAFF

Parcel Number 104-05-010-E

Legal Summary Sixteenth: NW Quarter: NE Section: 22 Township: 21N Range: 07E POR NE1/4 DESC AS FLLWS<;BEG N1/4 COR SEC 22;TH S 00D48M03S W 364' TO NLY R/W LINE SANTA FE AVENUE;TH S 69D04M 00S
E ALNG NLY R/W 51.70' TO TRUE POB;TH CONT S 69D04M00S E ALNG R/W
LINE 329';TH N 02D27M07S E 198.83' TO NW COR 861/606;TH N 69D04M 00S W 338.03';TH S 00D01M11S W 201.88' TO TRUE POB.



PLANNING AND DEVELOPMENT SERVICES REPORT
DIRECT TO ORDINANCE ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-20-00141-02

DATE: February 5, 2021
MEETING DATE: February 24,2021
REPORT BY: Mark Reavis, HPO

REQUEST:
Direct to Ordinance Zoning Map Amendment of 922 E Route 66, presented by the city's Heritage Preservation Program on behalf of the property owner, for the restoration of a historic sign. The request is to zone the property into the Landmark Overlay (LO) in addition to the existing zoning of Highway Commercial (HC) with the condition that that landmark review only apply to the historic sign.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Direct to Ordinance Zoning Map Amendment request to the City Council with a recommendation for approval.

PRESENT LAND USE:
The subject property is approximately **0.82** acres that fronts Route 66. The parcel is owned by WW.66 LLC, 6164 E. Abineau Canyon Dr. Flagstaff AZ. The property is used for commercial activities as a Motel. The motel has been closed for room interior renovations and some exterior repairs in compliance with preservation standards. The property is consistent in use with other motels and commercial enterprises along Route 66. The Whispering Winds Motel is an exceptional example of mid-century modern architectural design that has retained its form and architectural features.

The sign though has suffered from weather exposure, some modifications, and the loss of the upper portion of the sign, a semi-oval form which once featured the motel's name and the upper portion of the sign's spire.

PROPOSED LAND USE:
The applicant proposes to rehabilitate the existing remains of the historic motel sign and to restore the missing upper sign component as will be allowed per provisions of the Heritage Preservation 10-30.30. The land use will remain the same and is to include a historic overlay. Per 10-50.100.020 A. Applicability, 4. Heritage signs in landmark zones are governed by the ordinance designating the landmark overlay and its related guidelines (Refer to Division 10-30.30, Heritage Preservation.) of the zoning code that allows historic signs to be restored to original condition even if the sign areas exceed the allowable sign area, height and other conditions when the sign is brought into the landmark overlay.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Single-Family Residential (R1) zone on vacant hillside up to Cherry Hill neighborhood (R1) zone
East: Motel, Aspen Inn Highway Commercial (HC) zone
South: Route 66 and Railway (BNSF) Light Industrial (LI) zone
West: Norvel Owens Mortuary Highway Commercial (HC) zone

I. Project Introduction

A. Background

The site to be rezoned for mapping purposes is approximately .82 acres comprised of property located adjacent to Route 66 with an existing historic Route 66 Motel, the Whispering Winds. The rezoning for a Landmark Overlay is applicable to the historic sign only. The property can further be described by: Assessor's Parcel Number 104-05-005, situated at Sixteenth: NW Quarter: NE Section:22 Township:21 Range: 07E PT of NE4 Comm ATN4, located at 922 E Route 66, City of Flagstaff, Coconino County, Arizona.

This project has been submitted as PZ-20-00141-02 for review of an application to the Heritage Preservation Commission (HPC) for a Historic Façades and Signs Grant Program. The grant application was reviewed and approved and again verified by the Heritage Preservation Commission at a meeting held on 02/03/2021 confirming grant compliance of the design graphics presented, a written narrative and a sign permit application submitted for confirmation of the design to be reviewed for implementation pending Council approval of the rezoning.

A recording of the grant application Commission meeting may be reviewed on the City's website: https://flagstaffaz.new.swagit.com/videos/55447

B. Proposed Rezoning

The Heritage Preservation Program is requesting rezoning of the property with a Landmark Overlay (LO) designation to allow for the full historic restoration of the motel's sign. Approval of a sign permit application to enable restoration of the historic sign in accordance with HPC grant conditions is currently pending. Grant execution and sign restoration will move forward should City Council approve the rezoning request.

II. Staff Review

The Heritage Preservation Officer reviewed the Historic Facades and Signs Grant application in August 2020 and forwarded it to the Heritage Preservation Commission for approval on August 19, 2020. Approval of the grant application requires a review of the proposal and a finding of significance integrity and compliance with the Secretary of interior's Guidelines for Restoration. The HPO determined that the sign met the requirements of historical significance and, in awarding the grant, HPC reached the same conclusion evaluated under 10-30.30.040.E Individual Signs of Historic or Cultural Significance. The proposed sign restoration is subject to successfully obtaining a Direct to Ordinance Zoning Map Amendment (rezoning).

The criteria of Flagstaff City Code 10.30.30.040.C.3 designation of Landmarks Properties or Historic Overlay Zones were met on October 21,2020. On November 19th, 2020 the rezoning request was submitted for review with the Inter-Department Staff (IDS). The application was approved December 31, 2020. A copy of the Zoning Code Map Amendment application and the Heritage Preservation Commission grant application is attached to this report.

A sign permit application, conditioned on the successful rezoning of the property, is currently pending. Should the rezoning be denied, the Historic Façades and Signs Grant as submitted will no longer be approved and the sign permit application will be withdrawn.

A. Zoning – City of Flagstaff Zoning Code

If this Direct to Ordinance Zoning Map Amendment request is approved, approximately 0.82 acres will be rezoned into the LO zone with only the footprint of the sign receiving HPC's landmark review. As set forth below, staff recommends conditioning the zoning map amendment approval on the restoration of the sign complying with the approved sign permit and meeting the approved design for the Historic Facades and Signs Grant Application.

i. Site Planning Standards

A substantial portion of the original historic Route 66 motel sign remains standing at approximately 22 feet in height. This historic location and its significance will be retained at its current location. Missing from the top of the remaining sign is a semi oval cabinet component (4'-11" x 12'-6") which once called out Whispering Winds Motel. Above the oval sign cabinet, also be restored, is the continuing form of the sign's unique shaped sign pole wrap. The sign is to be restored to its original height of 28'-8". Non-historic additions to the sign will be removed and repair and restoration of surfaces will be conducted that includes substantiated historic paint colors related to the motel. The historic look of the sign was substantiated by a photo postcard. The submitted sign application, narrative and graphics depict the historic form of the sign.

ii. Outdoor Lighting

Lighting standards for signs are found in Flagstaff City Code 10-50.100 in a section from which Individual Signs of Historic or Cultural Significance are exempted.

iii. Historic/Cultural Resources

The principle reason for the Landmark Overlay zoning map amendment was to provide for the historic preservation and restoration of the Route 66 sign itself and to enhance efforts in the preservation of the subject property.

There is no impact to Parking, Landscaping, Compatibility and Architectural Design Standards, Pedestrian and Bicycle Circulation System, Open Space and Civic Space or Resource Protection as a result of this project.

III. Direct to Ordinance Zoning Map Amendment

An application for a Direct to Ordinance Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and, whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Direct to Ordinance Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application.

Staff has identified the following Goals and Policies as most relevant to the current application proposal. This portion of the analysis is subjective in nature because some policies are given a higher weight in the analysis than others.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support the proposed Zoning Map Amendment. Aspects of the project are further discussed in the narrative. The following is a discussion of how the project meets goals and policies.

Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically, policies CC.3.1 and CC.3.2 discuss the desired design of buildings and their relationship to their context. The project design was developed to be site specific and complement traditional design characteristics associated with Flagstaff and directly related to documented evidence of the sign's original design with photo documentation for the sign restoration. The design is appropriate for the region and climate, and consistent with surrounding development of Route 66.

Policy CC.4.1 states streetscapes are to be context sensitive and transportation systems are to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs. The sign will not adversely impact traffic safety with the restoration component being placed high up on the existing historic sign pole.

Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)
The proposed historic sign restoration is on a developed parcel and its preservation and restoration promotes reinvestment in the historic property overall.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City"); and will add to the public good as described in the General Plan. Staff does not believe that the proposed project will be detrimental to the public interest, health, safety, convenience, or welfare. Staff also believes that the proposed amendment will add to the public good.

The staff has identified the following Community Benefits and Public Good:

i. Preservation of a sign identifying a significant historic motel along Route 66 (a roadway of State and National significance) is a priority of the city's Heritage Preservation Program. The retention of the sign keeps essential features of Nationally Significant Scenic byway and All-American Road.[1]

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed sign restoration. The IDS team based its conclusion on the review of Flagstaff Zoning Code 10-30.30.040.E Individual Signs of Historic or Cultural Significance as presented by the Flagstaff Heritage Preservation Officer and reviewed within the permit for compliance with Section 10-50.100.050(D), Structure and Installation.

C. Additional Findings for Individual Signs of Historic or Cultural Significance

Flagstaff City Code 10-30.30.040.E states:

1. Signs which may be unusual, significant, or meaningful to the City streetscape and the City's history may be worthy of special recognition and may be designated as a landmark property in accordance with the provisions of this division if they meet the following criteria:

   a. The sign has been in continuous existence at its present location for not less than 50 years;

   b. The sign is of exemplary technology, craftsmanship or design for the period in which it was constructed; uses historic sign materials or means of illumination; and/or is unique in that it demonstrates extraordinary aesthetic quality, creativity, or innovation;

   c. The sign is structurally safe or is capable of being made so without substantially altering its historical character or significance;

   d. If the sign has been altered, it must be restorable to its historic function and appearance; and

   e. The sign complies with Section 10-50.100.050(D), Structure and Installation.

[1] The National Scenic Byways Program is a voluntary, community-based program administered through the Federal Highway Administration (FHWA) to recognize, protect, and promote America's most outstanding roads. All-American Roads are the highest designation recognized for outstanding scenery, history and cultural landmarks and landscapes.

In the case of the Whispering Winds sign restoration:

i. The sign has been in continuous existence for more than 50 years
ii. The sign is exemplary craftsmanship tied to the midcentury modern style of the Route 66 era.
iii. The sign is structural safe and the proposal will not alter but restore its character.
iv. The sign is restorable per the illustrations submitted and evaluation by the Heritage Preservation Officer and set forth in the sign permit application.
v. The sign installation will comply with Section 10-50.100.050D of the Zoning Code because there will be no external bracing, electrical service will be underground and concealed, and sign is being constructed of durable materials.

Effect of Designation. When a sign is found to be significant, designated as a landmark property (Section 10-30.30.040(C)), and restored to its historic function and appearance, the sign shall not be subject to the provisions of Division 10-50.100, Sign Standards.

The Heritage Preservation Commission considered these findings at the February 3, 2021 Special Meeting and affirmed that the findings of these sections are met by the proposed zoning map amendment and associated sign application (See attached minutes)

IV. DEVELOPMENT AGREEMENT

A draft development agreement was not requested, the project is subject to terms and conditions of the rezoning ordinance, the sign permit, and the grant reviewed by the HPO & HPC as the regulatory mechanism for review of changes within landmark overlays.

V. CITIZEN PARTICIPATION

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Direct to Ordinance Zoning Map Amendments. In accordance with State Statute, notice of the public hearing was provided by placing an ad in the Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site excluding rights-of-way.

The Heritage Preservation Program has held one neighborhood meeting in regard to this case on August 19, 2020. The meeting was held virtually during the Heritage Preservation Commission. As stated in the HPC meeting minutes, no member of the public commented upon the project. The public meeting minutes are attached. The meeting included a presentation from the Heritage Preservation Officer representing the owner/applicant and a question and answer session where questions could be typed into the chat. Comments on the project were not made by the HPC members with the HPO staff report being sufficient. No emails from the public were received.

The requirement for a second public meeting was waived by the Planning Director.

RECOMMENDATION:

Staff recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving PZ-20-00141-02, subject to the following conditions which will be included into the zoning map amendment ordinance:

1. The subject sign must be developed in accordance with an approved sign permit, which incorporates the design set forth in the Heritage Preservation Application grant application dated August 19,2020 and verified in a special Heritage Preservation Commission meeting on February 3, 2021.
2. Minor alterations to the design are permitted only if approved by the Heritage Preservation Officer, who may refer reviews to the Heritage Preservation Commission.

Attachments:

- Application
- Newspaper Notice
- Banner Public Hearing PZ Notice
- Review Comments
- 2nd meeting Waiver
- Narrative
- HPC Neighborhood hearing
- Property maps
- Notification letter
- Historic Facades and Sign Grant application – August 2020
- Sign Permit application - January 2020

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	**Application for Direct to Ordinance Zoning Map Amendment**	File Number PZ-20-00141-02

Project Name Whispering Winds – Historic Route 66 Sign Restoration			
Site Address 922 E Route 66	**Parcel Number(s)** 104-05-005	**Subdivision & Lot Number** Sixteenth NW Quarter NE Section 22 Township 21	**Site Acreage** .82
Existing Zoning District HC	**Proposed Zoning District** Landmark Overlay	**Existing Regional Plan Area and Place Type** Suburban	
Existing Use Motel/Motel Sign		**Proposed Use** Motel/Motel Sign	
Property Information:	☐ Yes x No Located in an existing Local/National Historic District? (Name:_____) x Yes ☐ No Existing structures are over 50 years old at the time of application? ☐ Yes x No Subject property is undeveloped land?		
Type of Zoning Map Amendment (Small, Medium, Large or Multi-Phase) Small—			

Property Owner(s) WW.66 LLC		**Phone**
Mailing Address 6164 E Abineau Canyon Dr.	**City, State, Zip** Flagstaff AZ 86001	**E-mail**
Applicant(s) -WW.66 LLC/Jose R Alvarado		**Phone** (928) 779-6944
Mailing Address WW.66 LLC, 6164 E Abineau Canyon Dr.	**City, State, Zip** Flagstaff AZ 86001	**E-mail** Jose@ACM-JVT.com
Project Representative(s) Mark Reavis, Heritage Preservation Officer		**Phone** (928) 213-2633
Mailing Address 211 W Aspen Ave	**City, State, Zip** Flagstaff AZ 86001	**E-mail** Mark.Reavis@flagstaffaz.gov

Property Owner Signature (required) *(print & sign)*	**Date**	**Applicant Signature** *(print & sign)*	**Date**
Mark R	12/22/2020	Jose Alvarado	12/22/2020

Date Filed:	**File Number(s):**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

Action by Planning and Zoning Commission:	**Action by City Council:**
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff	Planning	Engineering	Fire	PW/Water Services	Stormwater

Assignments					

Application for Direct to Ordinance~~Concept~~ Zoning Map Amendment

The information included below is intended to help an applicant complete the necessary forms and provide the required information in support of an application for a Direct to Ordinance Zoning Map Amendment (i.e., rezoning) as established in Zoning Code Division 10-20.50 (Amendments to the Zoning Code Text and the Zoning Map).

Direct to Ordinance with a Site Plan

The **Direct to Ordinance with a Site Plan** process provides an applicant with a shorter approval process with fewer steps. This process enables an applicant to submit fully developed site plans with all the supporting information required for Site Plan Review and approval concurrently with the Zoning Map Amendment application. Once the Zoning Map Amendment is approved by Council, then the applicant may proceed directly to construction plan and building permit review.

In addition to a complete Site Plan Application, the following items are to be included in the ZMA Application.

General Processing Information for all Applications

1. Application(s) shall be made on the forms provided by the City which shall bear the signature of the owner of the property affected. If the applicant is other than the owner, the applicant shall also sign the application. The application shall include all information and materials specified in the checklist along with the required fee.
2. All applications shall be reviewed by staff to determine the completeness of the application prior to it being scheduled for a public hearing before the Planning and Zoning Commission or City Council. Prior to the first hearing with the Planning and Zoning Commission, the Planning Development Manager will notify the applicant of the required number of copies of the completed application to submit for the public hearing review.
3. The Planning Director may request any additional information that is relevant to assist in the review of the rezoning request (Zoning Code Section 10-20.50.040.C.3). The Planning Director may also waive the requirements for any of the information required in Zoning Code Section 10-20.50.040.C if it is determined that such information is not necessary in order to complete a review of the requested Zoning Map Amendment.
4. The applicant shall schedule and conduct neighborhood meetings in compliance with Zoning Code Section 10.20.30.060.
5. Each request for rezoning shall be advertised in a local newspaper, have notices sent to surrounding property owners, and have the notice posted on the property at least 15 calendar days prior to the first public hearing.
6. A minimum of 30 calendar days is required to process an application for a Planning and Zoning Commission public hearing. The Planning and Zoning Commission meets on the second and fourth Wednesday of each month.
7. The requested rezoning will be scheduled for a public hearing by the City Council a minimum of 21 calendar days or more after action by the Commission.

Findings for Granting a Zoning Map Amendment

An amendment to the Zoning Map may be approved only if all the following findings are made, as applicable to the type of amendment proposed:

1) The proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plans;
2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan; and
3) The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal) to ensure that the requested zone designation and the proposed or anticipated uses and/or development will

not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The submittals required for applications for Zoning Map Amendments vary based on the size of the development and whether an amendment to the General Plan is required, as set forth below:

1. **Small-Scale Zoning Map Amendments.** These are applications for Zoning Map Amendments for which no infrastructure analyses are required by the *City of Flagstaff Engineering Standards* and are determined by the Planning Director to be consistent with the General Plan and to be compatible with surrounding development. These applications typically include developments on small lots or parcels (a duplex, for example).

2. **Medium-Scale Zoning Map Amendments.** These are applications for Zoning Map Amendments for developments that fall below the thresholds for large-scale Zoning Map Amendments and that meet the following thresholds:
   a. Require a minor amendment to the General Plan; and/or
   b. Require infrastructure analyses in accordance with the *City of Flagstaff Engineering Standards* as part of the concurrent Site Plan Application.

   Applications may include a draft development agreement that defines applicant/City obligations, if needed.

3. **Large-Scale Zoning Map Amendments.** These are applications for Zoning Map Amendments that meet the following thresholds:
   a. Residential developments over 100 units; all commercial developments over 50,000 square feet or 15 acres; all industrial and research and development uses over 150,000 square feet or 20 acres; or
   b. Require a major amendment to the General Plan, and/or
   c. Require infrastructure analyses in accordance with the *City of Flagstaff Engineering Standards* as part of the concurrent Site Plan Application.

   Applications usually include a draft development agreement that defines applicant/City obligations, and there may be additional requirements for citizen outreach depending on the size of the proposed development.

4. **Multi-Phase Scale Zoning Map Amendments.** These are applications for Zoning Map amendments for very large projects that meet the following thresholds:
   a. Are complex in terms of their associated development issues; involve the future subdivision of land and the potential for multiple land developers; include multiple land use types; include multiple zone designations; involve complex utility infrastructure issues; and will require the design and layout of an internal street network to connect to existing streets; or
   b. Require a major amendment to the General Plan, and/or
   c. Require infrastructure analyses in accordance with the *City of Flagstaff Engineering Standards* as part of the concurrent Site Plan Application.

   Applications usually include a draft development agreement that defines applicant/City obligations, and there may be additional requirements for citizen outreach depending on the size of the proposed development. The concurrent Site Plan Application shall include a phasing map indicating the sequence of zoning, development, and public utility and infrastructure improvements

Public Record

All information submitted in conjunction with this application will become part of the public record and may be provided to members of the public. You must notify the City prior to submitting this application if you believe the information you are submitting may be proprietary or confidential.

CITY OF FLAGSTAFF

Direct to Ordinance Zoning Map Amendment
Application Checklist

PART I – GENERAL REQUIREMENTS

Staff Use Only		Description of Documents Required for Complete Application. No application shall be accepted without all items marked below.
Req	Sub	
☒	☐	**I.1 Zoning Map Amendment Development Checklist** (this list) completed and signed by a Planning Development Manager.
☒	☐	**I.2 Application Fee** x Small Scale ☐ Medium Scale ☐ Large Scale ☐ Multi-Phase scale ☐ Low Density Residential Base fee $_____ + (Per acre fee $_____ x Number of acres _____) = ***TOTAL:** **$__0_____Flagstaff Heritage Preservation as applicant** ***Please note, this fee calculation is good for six months from the date listed on Page 8 of this application. If submittal is to occur after expiration of this calculation, please contact the Planning Development Manager listed on Page 8 of this checklist for an updated fee.**
☒	☐	**I.3 Completed Application for Direct to Ordinance Zoning Map Amendment Review** – 1 copy The application must be signed by the applicant and the current property owner of record. If the property owner is unavailable to sign the application, a Letter of Authorization must be submitted.
☒	☐	**I.4 – Electronic Submittal** An electronic copy of all submitted information (.pdf or .tif format) with individual files labeled by checklist heading type (i.e., II.1 Cover Sheet; II.2 Vicinity Map).
☒	☐	**I.5 Legal Description** –1 copy A correct and approved legal description (metes and bounds) and map of the subject property is required. Please note that legal descriptions must have been approved by the City before the requested amendment and ordinance will be considered by the City Council. The legal description must be: • Submitted on acid free paper. • Submitted in an electronic (.pdf) format.
☒	☐	**I.6 Title Report – No older than 30 days from the submittal date** – 1 copy Include complete Schedule A and Schedule B.
☒	☐	**I.7 Site Plan Review Application** – Coordinate with Planner for timing and number of paper copies needed Site Plan application may be submitted prior to or concurrent with this application. The applicant may choose to delay the following Site Plan items: Landscaping Plan (although a Concept Level plan is required); Outdoor Lighting Plan; and Preliminary Signage Plan. If these items are delayed, the applicant will need to come back and update the Site Plan after approval of the rezoning.
☒	☐	**I.8 Location/Vicinity Map** – 1 copy The location/vicinity map shows adjacent streets and properties, as well as the land uses and zoning for those properties. Any contiguous property owned by the property owner or applicant must also be shown. The location/vicinity map must be drawn to scale and include dimensions.
☒	☐	**I.9 Neighborhood Meeting(s) Plan**– 1 copy A plan for how the applicant intends to conduct the neighborhood meeting(s) in compliance with Zoning Code Sections 10-20.30.060 and 10-20.30.070. This plan shall include the following information: • Property owners, citizens, jurisdictions, and public agencies within 300 feet of the development site or that may be affected by the application, Homeowners Associations and Neighborhood Associations within 1,000 feet of the subject property, and the Registry of Interested persons or groups. The Planning Director may expand the required notification area based on the location and context of the subject property. • Proposed notification methods (e.g., mail, e-mail, newspaper, or posting of the subject property with a 4 foot by 4 foot sign 10 days prior to the meeting) for persons and organizations identified above. • Form, structure, and agenda of the meeting (e.g., town meeting, workshop, charrette, or other appropriate public outreach technique). • Opportunities for those particularly affected parties to discuss and provide input on the applicant's proposal. • Location, date, and time of the neighborhood meeting. Two neighborhood meetings are required for a rezoning. • Methods to keep the Planning Director informed of the status and results of the neighborhood meeting.

		I.10 Notice of Public Hearings– 1 copy (Public Hearing notice format is attached to this application) Neighborhood notifications must conform to all requirements of Zoning Code Section 10-20.30.080 and include: • A list of all property owners and addresses (the Planning Director may expand this notification area) of the subject property, as well as potentially affected citizens identified in the Citizen Participation Plan. • Affidavits of notice mailing and sign posting (see attached).
☒	☐	**I.11 Neighborhood Meeting Record of Proceedings** – 1 copy The applicant shall create a written summary of the meetings which shall be submitted prior to the application being deemed complete and include: • Certification that the meeting was noticed and conducted in compliance with Zoning Code Section 10-20.30.060. • Details of techniques used to involve the public, including: ○ Dates and locations of neighborhood meetings; ○ Copies of letters, notices, newsletters, and other correspondence, including dates and numbers of mailings or deliveries; ○ A copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located; ○ The number and names of people that participated in the process based on the sign-in sheet for the meeting; and ○ A dated photograph of the sign installed in compliance with Zoning Code Section 10-20.30.060.D.6. • A summary of concerns, issues, and problems expressed during the neighborhood meeting, including: ○ The substance of the concerns, issues, and problems; and ○ The applicant's response to the comments received at the public meeting. • The applicant shall also send a copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting within two weeks of the meeting.
☐	☐	**I.12 Development Agreement Application and Fee** Submit a draft Development Agreement to include any deal points being sought by the applicant, including any conditions, requirements, and/or stipulations.
☒	☐	**I.13 Owner Certification Acknowledging Receipt of Notice of Right to Appeal Exactions and Dedications**
☒	☐	**I.14 Project Narrative** – 1 copy The narrative should include the following: • Project title and date. • The reason for the request. • An analysis of how the proposed amendment is consistent with and conforms to the goals of the General Plan and any applicable specific plan(s). This analysis shall include any relevant goals and policies that DO NOT support the application. • A summary of how the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare, and will add to the public good. • A description of how the subject property is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access, public services, and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, stormwater drainage, and wastewater collection, treatment, and disposal) to ensure that the requested amendment and the proposed uses will not endanger, jeopardize, or otherwise constitute a hazard to the subject property or improvements within the vicinity of the subject property. • A description of how essential public services (i.e., water, wastewater, stormwater, solid waste) will be provided. • An analysis of how the proposed amendment will benefit the community. • Any additional information the applicant would like to submit in support of the requested amendment.
☐	☐	**I.15 Other Requirements** Please provide the following: _____ _____ _____ _____ _____ _____

PART II – PLANNING DEVELOPMENT MANAGER

No application shall be accepted without a Planning Development Manager signature below.

II.1 Planning Development Manager Contact Information

If you have any questions regarding this application checklist, please contact your Planning Development Manager (PDM). If you did not receive a completed copy of this checklist as part of your Concept Plan review, please contact the PDM assigned to your Concept Plan application.

PDM Name (print): _____ **Phone:** _____

PDM E-mail: _____ **Date:** _____

PDM Signature: _____

Neighborhood Meeting Requirements

Neighborhood meetings in accordance with Section 10-20.30.060 of the Zoning Code shall be required for all Direct to Ordinance Zoning Map Amendment applications. The applicant's neighborhood meetings shall be scheduled only after the Planning Development Manager has reviewed and accepted the required Neighborhood Meeting Plan submitted in conjunction with the Zoning Map Amendment application and prior to Planning and Zoning Commission consideration.

The **Neighborhood Meeting Plan** shall include the following information:

- Property owners, citizens, jurisdictions, and public agencies within 300 feet of the development or that may be affected by the application. The Planning Director may expand the required notification area;
- Proposed notification methods (e.g., mail, e-mail, newspaper, posting of the subject property) for persons and organizations identified above;
- Form, structure, and agenda of the meeting (e.g., town meeting, workshop, charrette, or other appropriate public outreach technique);
- Opportunities for those potentially affected parties to discuss and provide input on the applicant's proposal;
- Location, date, and time of the neighborhood meetings; and
- Methods to keep the Planning Director informed of the status and results of the neighborhood meeting.

Neighborhood Meeting Notification

The applicant shall comply with the following requirements:

- Create a notice that sets forth the purpose and substance of the proposed application and the time, date, and place of the neighborhood meetings;
- Submit a copy of the notice to the Planning Director;
- Notify by first class mail all property owners of record within 300 feet of the subject property. The Planning Director may expand the notification area based on the location and context of the subject property if it is determined that the potential impact of the development extends beyond the required notification boundary;
- Notify by first class mail to the situs or actual address of all tenants and residents living on the subject property;
- Notify by first class mail all homeowners associations and neighborhood associations that govern land within 1,000 feet of the subject property as well as all persons or groups whose names are on the registry of persons and groups who are interested in receiving such notice. If it is determined that the potential impact of the development extends beyond the required notification boundary, the Planning Director may expand the notification area; and
- Install a minimum of one sign that is at least four feet by four feet in an area on the property in a location or locations clearly visible from a public right-of-way to adjacent residents setting forth the purpose, time, date, and place of the neighborhood meeting, with an attached information tube containing copies of the meeting notice. This sign shall be installed a minimum of 10 days prior to the neighborhood meeting.

Neighborhood Meeting Record of Proceedings

The applicant shall create a written summary of the meetings, which shall be submitted prior to the scheduling of a public hearing on the application. At a minimum, the report shall include the following information:

- Certification, on a form established by the Planning Director, that the meeting was noticed and conducted in compliance with the requirements of this section.
- Details of techniques the applicant used to involve the public, including:
    - Dates and location(s) of neighborhood meetings;
    - Copies of letters, notices, newsletters, and other correspondence, including dates and number of mailings or deliveries;

- A copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located;
- The number and names of people that participated in the process based on the sign-in sheet for the meeting; and
- A dated photograph of the sign installed.

- A summary of concerns, issues, and problems expressed during the neighborhood meeting, including:
  - The substance of the concerns, issues, and problems; and
  - The applicant's response to the comments received at the public meeting. The applicant's responses shall be included on the site plan, illustrative plan, other planning documents(s), and/or in an associated report. If public comments are not included in any of these documents, an explanation of why they were not included must be provided.
- The applicant shall also send a copy of the written summary to all the people who recorded their names on the sign-in sheet for the meeting.

Neighborhood Meeting Certification

I, Mark Reavis____, the authorized representative of WW. 66 LLC____, do hereby attest that the neighborhood meeting for Project No. PZ- 20_-00141-02_ was noticed and conducted in compliance with Section 10-20.30.060 of the City of Flagstaff Zoning Code and included the following:

A Citizen Participation Plan, prepared in accordance with Section 10-20.30.030.C of the City of Flagstaff Zoning Code, was submitted to the City of Flagstaff on __9_/__22_/__2020____ and accepted by the City of Flagstaff on __9_/__22_/__2020____.

A list of property owners within ___300_____ feet of the subject property boundaries was prepared and submitted to the City of Flagstaff as part of the Citizen Participation Plan.

Notices of the neighborhood meeting were sent via first class mail on __9_/__29_/_2020_____ to all property owners within ___300_____ feet of the subject property boundaries, to all tenants residing on the subject property, to all Homeowners Associations (HOAs) within 1,000 feet of the subject property, and all persons or groups whose names are listed on the Registry of Persons and Groups.

A total of _1__ neighborhood meeting notification sign(s) were installed on __9_/_29__/__2020____ at the following location(s):

- Placed and anchored to the motel sign to be restored @ 922 E Route 66
- _____
- _____

A written summary of the meetings, known as a Citizen Participation Report, was submitted to the City of Flagstaff on __10_/_21__/__2020____.

Copies of the Citizen Participation Report were sent via first class mail on __10_/_28__/__2020____ to all persons who recorded their names on the neighborhood meeting sign-in sheet. **Participation was with the Heritage Preservation Commission Meeting, No Public Comment was received, minutes included.**

Authorized Representative of the Applicant:

Mark Reavis, Heritage Preservation Officer

Signature:

12/22/2020

Notice of Public Hearing Requirements

Process to Schedule and Notify Affected Property Owners of a Public Hearing before the Planning and Zoning Commission and City Council:

Step 1: Schedule Planning and Zoning Commission and City Council Hearings

Work with the Planning Development Manager handling the Zoning Map Amendment case to schedule a hearing before the Planning and Zoning Commission and before the City Council.

Step 2: Notification to Affected Property Owners

The applicant for a Direct to Ordinance Zoning Map Amendment in the City of Flagstaff shall post signs and notify affected property owners by mail as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements. The applicant is also responsible for establishing a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code. The applicant is required to mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. Every mailed notice of a public hearing shall include:

- The date, time, location, and purpose of the hearing;
- The name of the body conducting the hearing, and a telephone number for the applicant to receive additional information;
- The location and times at which the complete application and development file may be viewed by the public;
- The address or location of the subject property;
- A general description of the proposed development or action and the property included in the application;
- A statement that any interested person or authorized agent may appear and be heard;
- A statement describing how and when to submit written comments;
- The existing zone classification; and
- The words "Zoning Map Amendment," as applicable.

The applicant must also erect and maintain a sign on the subject property no later than 15 days prior to the public hearing, and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.

Step 3: Documentation of Notification to Affected Parties

The applicant must submit a notarized copy of the mailing list, *Affidavit of Notifications to Affected Property Owners,* and *Affidavit of Sign Posting* to the Planning Director prior to the fifteenth day before the public hearing date.

The *Public Hearing Notice Sign Specification* on the subsequent pages of this application provide detailed instructions on posting and notification requirements.

Affidavit of Notifications to Affected Property Owners

Case Number: 20-00141-02

Project Name: Whispering Winds – Historic Sign Restoration

Applicant Name: WW.66 LLC / Jose R Alvarado, Director of Sales, Ascend Capital Management

Representative: Mark Reavis, Heritage Preservation Officer

Location: 922 E. Route 66, Flagstaff

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall notify affected property owners as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to establish a list of the names and addresses of persons who require notification of a public hearing as established in Sections 10-20.30.060.A, 10-20.30.060.B, and 10-20.30.060.C of the Zoning Code, and mail a notice of required public hearing via first class mail to each of the persons on the list referenced above no later than 15 days prior to the public hearing date. It shall also be the responsibility of the applicant to submit a notarized copy of the mailing list to the Planning Director prior to the fifteenth day before the public hearing date.**

I confirm that the public hearing notifications were mailed as detailed in Section 10-20.30.080 of the City of Flagstaff Zoning Code at least fifteen (15) days prior to the public hearing.

Applicant's/Representative's Signature: Mark Reavis, HPO Mark Reavis - 12/22/2020

Public Hearing Notice Sign Specification

- The sign shall be a minimum of four (4) feet by four (4) feet in size.
- The sign shall be constructed of laminated coroplast, laminated plywood, or other suitable construction material.
- The sign shall have a white background with black lettering. The least expensive process is laminated direct printing.
- The minimum lettering size shall be one (1) inch.
- The words "Public Hearing" shall be a minimum of two (2) inches in height. Sign lettering should be formatted to match the example below.
- The content of the sign shall match the example below and include specific case details.
- The sign shall be securely fastened to wooden or metal stakes.
- The applicant is responsible for maintaining the integrity and accuracy of the sign.
- The height of the sign shall be at least four (4) feet from finished grade to top of sign and shall not be obstructed from view.

City of Flagstaff

PUBLIC HEARING

Planning and Zoning Commission: (Date and Time)

LOCATION OF HEARING(S):
REQUEST:
PROPOSAL:
GENERAL LOCATION:
SIZE OF SITE:
CASE #
APPLICANT/CONTACT:
PHONE #:
Planning & Development Services Division: 928-213-2600
Posting Date:

Affidavit of Sign Posting

Case Number: 20-00141-02

Project Name: Whispering Winds – Historic Sign Restoration

Applicant Name: WW.66 LLC / Jose R Alvarado

Representative: Mark Reavis, Heritage Preservation Officer

Location: _922 E Route 66 Flagstaff AZ

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statute requirements, the applicant for public hearings in the City of Flagstaff shall post signs as prescribed by Section 10-20.30.080 of the City of Flagstaff Zoning Code. **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property 15 days prior to the hearing and to update the hearing information on the sign until final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within seven (7) days after the final disposition of the case.**

I confirm that the site has been posted as detailed in Section 10-20.30.080 of the Zoning Code as well as the Public Hearing Notice Sign Specifications included in this application for the case above, and that the site was posted at least fifteen (15) days prior to the public hearing.

See attached date stamped photo exhibit of posted signs.

Applicant's/Representative's Signature: _Mark Reavis, HPO 12/22/2020

Appeals of Dedication, Exactions, or Zoning Regulations

Right to Appeal

An applicant may appeal the following actions to an administrative hearing officer:

1. A dedication or exaction required as a discretionary administrative, but not legislative, condition of granting approval for the use, improvement, or development of real property.
2. The adoption of amendment of a zoning regulation that creates a taking of property in violation of A.R.S § 9-500.13.

Appeal Procedures

An applicant who intends to exercise the right to contest the requirement of a dedication or exaction shall file a written request for appeal to the Planning Director, who will transmit the request for appeal to the designated hearing officer.

- The appeal shall be filed within 30 days after notice is given of the final determination of the development or exaction requirement.
- The request for appeal may be in the form of a letter or other written communication but shall give reasonable notice that the applicant requests an appeal of a dedication or exaction requirement and of the particular dedication or exaction being appealed.
- After receipt of an appeal, the hearing officer shall schedule a time for the appeal to be heard not later than 30 days after receipt, unless the applicant consents to an extension of time. The applicant shall be given at least 10 days' notice of the time when the appeal will be heard unless the applicant agrees to a shorter time period.
- In all proceedings, the City has the burden of establishing an essential nexus between the dedication or exaction and a legitimate government interest, and that the proposed dedication or exaction is roughly proportional to the impact of the proposed use, improvement, or development. If more than a single parcel is involved, this requirement applies to the entire property.
- The hearing officer shall hear such testimony and consider such evidence as is relevant to the determination of such issues. The hearing officer shall not be bound by technical rules of evidence or procedures in conducting the hearing.
- The hearing officer shall decide the appeal within five (5) working days after the appeal is heard. If the City does not meet its burden, the hearing officer shall either:
    - Modify or delete the requirement of the dedication or exaction appealed; or
    - In the case of a zoning regulation appealed, the hearing officer shall transmit a recommendation to the Council. The Council may accept, modify, or deny the recommendation of the hearing officer.
- If the hearing officer modifies or affirms the requirement of the dedication or exaction, an applicant aggrieved by the decision of the hearing officer may appeal the decision to the Superior Court at any time within 30 days after the hearing officer has rendered a decision by following the procedures set forth in the Arizona Revised Statutes.

Please be aware that City Staff cannot give applicants legal advice. Applicants may wish, but are not required, to hire an attorney to represent them in an appeal.

Owner Certification Acknowledging Receipt

of Notice of Right to Appeal Exactions and Dedications

I hereby certify that I am the owner of property located at:

922 E Route 66, Flagstaff AZ 86001

(address of development approval or City required improvements and dedications)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Flagstaff as part of my property development on the parcel listed in the above address.

	12/21/2020
Signature of Property Owner *(print & sign)*	**Date**

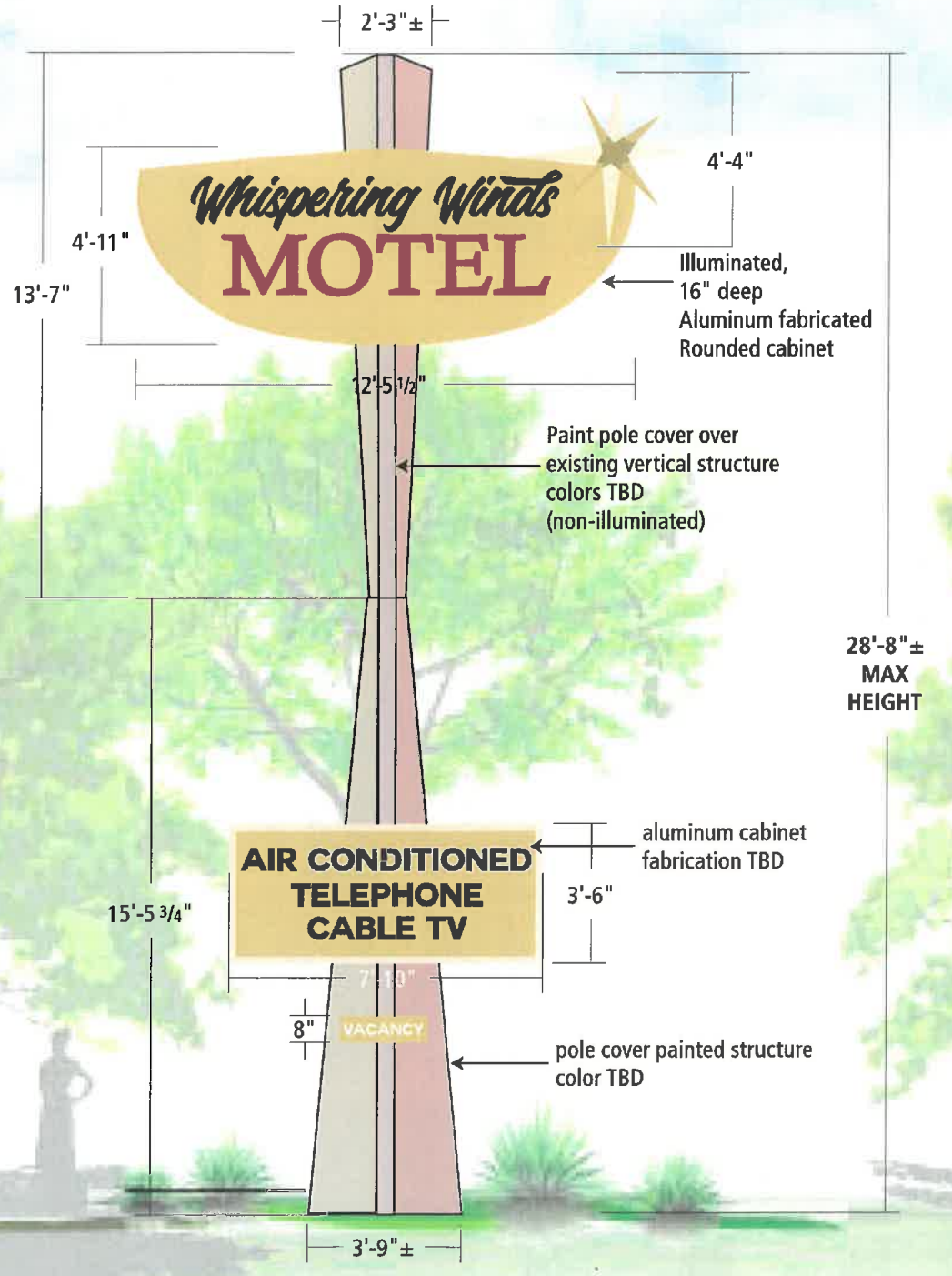
Client: WHISPERING WINDS
Contact:
Address: 922 E. ROUTE 66
Flagstaff, AZ 86001
Phone:
Email:

#1 SIGNS
1842 E. 3rd St. - Suite 104 - Tempe, AZ 85281
480-970-8060 fax 480-970-6646
number1signs.net

Office: 480.970.8060
Fax: 480.970.6646
Email: jr@number1signs.net
ROC # 257610 Date:09/30/20
AE: JR deLuna: 602-359-9494

OPTION 2

Monument Refurb.
Rendering | Scale: NTS



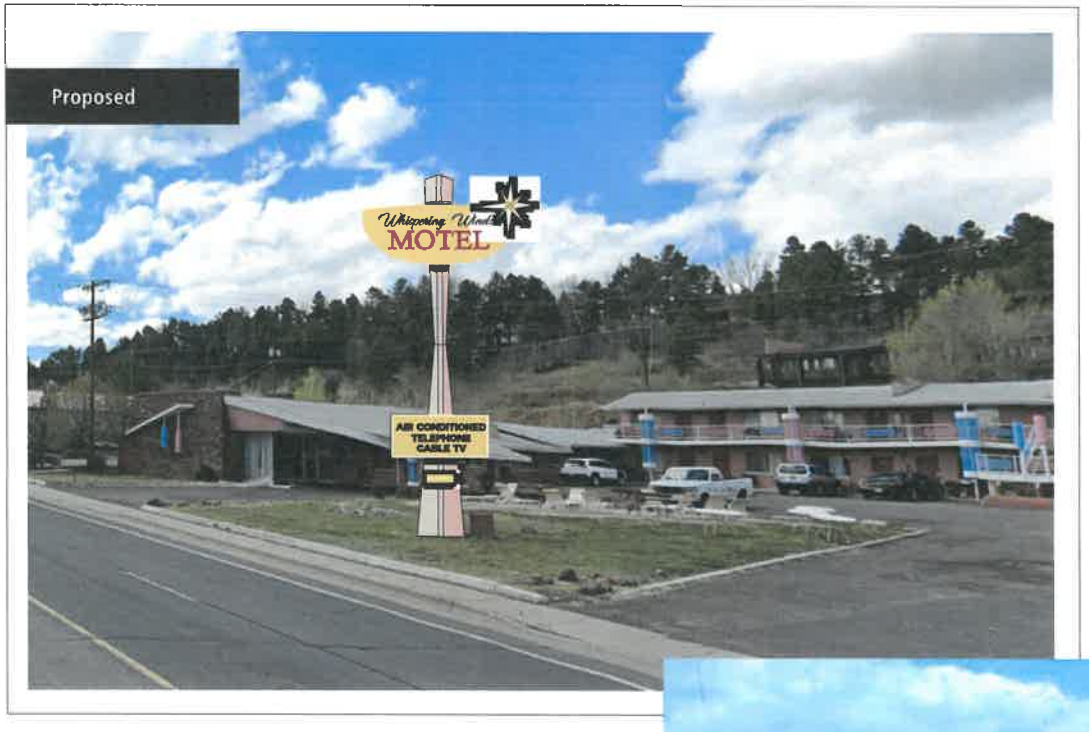
Monument Refurb.
Elevation | Scale: 3/16"=1'-0"

Client: WHISPERING WINDS
Contact:
Address: 922 E. ROUTE 66
Flagstaff, AZ 86001
Phone:
Email:

#1 SIGNS
1842 E. 3rd St. ~ Suite 104 ~ Tempe, AZ 85281
480-970-8060 (fax 480-970-6646
number1signs.net

Office: 480.970.8060
Fax: 480.970.6646
Email: jr@number1signs.net
ROC # 257610 Date:09/30/20
AE: JR deLuna: 602-359-9494

Proposed



Existing





Reference Photo Only | Scale: NTS

City of Flagstaff — Community Development Division

211 W. Aspen Ave P: (928) 213-2601
Flagstaff, AZ 86001 F: (928) 213-2609
www.flagstaffaz.gov

PSIGN

Application for Permanent Sign Permit

Date Received		Permit Number

Site Address (including suite #)	City, State, Zip	Parcel #
922 E Route 66	Flagstaff, AZ 86001	104-05-005

Business Name	Business Owner Name	City License #
Whispering Winds Motel	WW66 LLC	Pending (application submitted)
Local Contact or Manager Name	**Phone**	**Shopping Center/Building Name**
Karan Patel	928-600-5774	n/a

Business Mailing Address	City, State, Zip	E-mail
2200 E Butler Ave,	Flagstaff, AZ 86004	karan@acm-ivt.com

Total Value of Sign(s)$	Zoning District	Multi-Tenant (3 or more) Development or Shopping Center
32,430	HC	☐ Yes ☑ No

Contact the local Registrar of Contractors Office (928) 526-2325 regarding licensed contractor requirements. If you are using a licensed General Contractor and/or subcontractors, you must provide that information prior to the permit being issued.

Sign Contractor/Vendor Name	Address	City, State, Zip
Number One Signs Corp	1842 E. 3rd St #104	Tempe, AZ 85281
Contact Name	**Phone**	**Email**
JR deLuna	480-970-8060	jr@number1signs.net
Contractor's License #		**City of Flagstaff Business License #**
257610		80332901

Description of Proposed Work:
Pylon Sign Restoration and Rehabilitation to original design evidenced by post card.

Special Districts:

☐ Yes ☑ No This property is in a local or national Historic District. If yes, specify: _____
☐ Yes ☑ No This property is in the ☐ Central Sign District ☐ Downtown Historic District ☐ Flagstaff Auto Park District
☐ Yes ☑ No This property has a Comprehensive Sign Plan. If yes, specify: _____

Important Information about this Application:

1. See the Planning Map on the **City of Flagstaff Public Mapping Portal** for information on **Zoning, Lighting Zones, and Historic Districts:** https://gis.flagstaffaz.gov/portal/apps/sites/#/opendata/app/e875b6af210e466095227070ee2ccc94.
2. See **page 3 of this application for a complete list of submittal requirements.** See **page 4 of this application** and **Section 10-50.100 Sign Standards of the Zoning Code** for City of Flagstaff Sign Standards.
3. Contact the **Planner of the Day** (https://www.flagstaff.az.gov/150/Current-Planning) with questions. A Permanent Sign Permit applicant may receive clarification from the City Zoning Code Manager on how the City is interpreting this Section.
4. **A Permanent Sign Permit is required for sign face changes for existing internally illuminated signs.** A Permanent Sign Permit is not required for sign face changes within the existing frame for non-illuminated and externally-illuminated signs.
5. An **Outdoor Lighting Permit** is required for changes to the lighting of externally-illuminated signs.
6. **An Over-The-Counter Electrical Permit is required for signs that include electrical work** as part of installation.
7. **A separate Building Permit is required for freestanding signs that meet at least one the following**: 1) The sign is more than 6 ft. tall from grade to the top of the sign, 2) The aggregate area of all signs on the structure is more than 35 square feet, and/ or 3) There is electrical work associated with the sign. An Over-The-Counter permit is not required for these signs.
8. Signs in a **Historic District or in the Central Sign District also require a Heritage Preservation Commission (HPC) application.** (https://www.flagstaff.az.gov/901/Heritage-Preservation). Complete and submit page 1 with the application fee.
9. An **application shall be considered withdrawn for failure to respond within 30 days** to corrections provided by the City.

_____ **(Initials)** I hereby certify that the information set forth on this form is complete and accurate and do hereby agree to comply with all applicable codes of the City of Flagstaff and the State of Arizona and with any conditions attached hereto, and request that all pertinent City personnel access my property at any time deemed necessary to inspect work being done relating to this permit.

Applicant Signature: _____ ☑ Contractor ☐ Agent **Date:** 1-29-21

For City Use

Received By:		Fee Receipt #:
Approval: ☐ Yes ☐ No	**Staff Initial:**	**Date Approved:**

Required Information for Each New Sign or Sign Face Change

Please fill out the table with the required information for each sign (**provide all dimensions in feet; e.g 5.5 feet**). If there are more than three signs proposed, copy this page and fill out the table for each additional sign (label the additional signs Sign 4, Sign 5, Sign 6, etc.).

Sign 1

☐ Sign Face Change Only	☐ Building Mounted	☐ Driveway	☐ Landscape Wall	☐ Service Island
☐ Comprehensive Sign Plan	☐ Changeable Copy	☑ Freestanding	☐ Projecting	☐ Suspended
☐ Awning/Canopy	☐ Directory	☐ Interpretive	☐ Roof Mounted	☐ Window

Sign Face Dimensions: Height 48" **Width** 146" **Depth** 21" **Sign Material(s):** Metal Rehabilitated Cabinet

Height from grade to top of sign: 173" **Height from grade to bottom of sign:** 125"

Type of Illumination: ☐None ☑LED ☐Incandescent ☐Florescent ☐Neon ☐Other (specify)_____

Lighting Zone and Time Limitation: ☐ Zone 1 (9:00 PM) ☐ Zone 2 (11: 00 PM) ☑ Zone 3 (11:00 PM)

Building Mounted Signs Only:

Wall length of business on primary building frontage_____ Wall length of business on secondary frontage (if applicable): _____

Freestanding Signs Only:

Total length of primary street frontage_____Total length of secondary street frontage (if applicable) _____

Total landscaping required (sq. ft.) _____ Total landscaping provided (sq. ft.) _____

Sign 2

☐ Sign Face Change Only	☐ Building Mounted	☐ Driveway	☐ Landscape Wall	☐ Service Island
☐ Comprehensive Sign Plan	☐ Changeable Copy	☑ Freestanding	☐ Projecting	☐ Suspended
☐ Awning/Canopy	☐ Directory	☐ Interpretive	☐ Roof Mounted	☐ Window

Sign Face Dimensions: Height 59" **Width** 149.5" **Depth** 16" **Sign Material(s):** New Aluminum Cabinet Restoration

Height from grade to top of sign: 344" **Height from grade to bottom of sign:** 285"

Type of Illumination: ☐None ☑LED ☐Incandescent ☐Florescent ☐Neon ☐Other (specify)_____

Lighting Zone and Time Limitation: ☐ Zone 1 (9:00 PM) ☐ Zone 2 (11: 00 PM) ☑ Zone 3 (11:00 PM)

Building Mounted Signs Only:

Wall length of business on primary building frontage_____ Wall length of business on secondary frontage (if applicable): _____

Freestanding Signs Only:

Total length of primary street frontage_____Total length of secondary street frontage (if applicable) _____

Total landscaping required (sq. ft.) _____ Total landscaping provided (sq. ft.) _____

Sign 3

☐ Sign Face Change Only	☐ Building Mounted	☐ Driveway	☐ Landscape Wall	☐ Service Island
☐ Comprehensive Sign Plan	☐ Changeable Copy	☐ Freestanding	☐ Projecting	☐ Suspended
☐ Awning/Canopy	☐ Directory	☐ Interpretive	☐ Roof Mounted	☐ Window

Sign Face Dimensions: Height_____ **Width**_____ **Depth**_____ **Sign Material(s):** _____

Height from grade to top of sign: _____ **Height from grade to bottom of sign:** _____

Type of Illumination: ☐None ☐LED ☐Incandescent ☐Florescent ☐Neon ☐Other (specify)_____

Lighting Zone and Time Limitation: ☐ Zone 1 (9:00 PM) ☐ Zone 2 (11: 00 PM) ☐ Zone 3 (11:00 PM)

Building Mounted Signs Only:

Wall length of business on primary building frontage_____ Wall length of business on secondary frontage (if applicable): _____

Freestanding Signs Only:

Total length of primary street frontage_____Total length of secondary street frontage (if applicable) _____

Total landscaping required (sq. ft.) _____ Total landscaping provided (sq. ft.) _____

Page 2 – See next page for additional information

Whispering Winds Sign Permit Narrative

Full Historic Restoration of Historic Route 66 Sign.

By Mark Reavis, Heritage Preservation Officer on behalf of the property owner.

A substantial portion of the historic sign remains consisting of the detailed sign shaft at a height of approx. 22 feet. A lower cabinet historic sign is remaining and to be rehabilitated. Above this remaining rectangular cabinet sign to be restored is an added sign (motel name) to be removed. The portion of the sign at the top of the detailed sign shaft is the major sign restoration component, restoration per the US Secretary of the Interior Standards for Restoration as used by Flagstaff Heritage Preservation Program. This upper restoration is a semi-oval sign with text "Whispering Winds" and "MOTEL". The historic restoration includes a star feature as well as the completion of the shaft portion that is missing above the restored sign. The historic restoration is based upon photo documentation.

Please not that the graphic representation of the sign in one of the pictures has the decorative star not on the Street side, this was just an oversight on how the drawings were produced and placed into the photos. The sign and star location is correct when traveling east bound.

Narrative for:

Whispering Winds Historic Route 66 Sign Restoration

Project Representative: Mark Reavis, Flagstaff Heritage Preservation Officer 10/28/2020

As an aspect of Flagstaff's Heritage Preservation Program, the Heritage Preservation Officer is representing the applicant and owner in the landmark designation and full restoration of the historic route 66 Whispering Winds sign. The reason for the designation and the restoration of the missing components of the sign is that the restoration would not be in compliance with current Flagstaff sign code requirements for new or modifications to existing signs. Per Heritage Preservation allowances within the code the local landmark designation allows for this exception.

The historic roadside motel is undergoing interior room rehabilitation and the restoration of the exterior structure and the site. The historic sign is missing approximately the top third of its once original appearance. From photo documentation the plan is to accurately reproduce the missing component and rehabilitate the remaining portion of the sign. Preservation of Heritage Resources has been determined to be a community priority and a benefit to visitation and economic development. With the designation the Heritage Preservation Commission will release approved Flagstaff Arts & Science funding for the sign.

Planning and Zoning is to consider a proposed amendment to the official City of Flagstaff zoning map to designate a historic Route 66 sign as a local landmark with its full restoration. The site currently consists of land owned by WW.66 LLC, 6164 E. Abineau Canyon Dr. Flagstaff AZ.

General Description of the Affected Area: The point location of the sign is located in approximately .82 acres, Coconino County Assessor's Parcel Number 104-05-005, situated at Sixteenth: NW Quarter: NE Section: 22 Township: 21 Range: 07E PT of NE4 Comm ATN4, located at 922 E Route 66, City of Flagstaff, Coconino County, Arizona.

Notice for the public meeting was given per heritage preservation allowances in the Municipal Code – for the Flagstaff Heritage Preservation Commission that held a Public Hearing on Wednesday, October 21, 2020, at 5:00 p.m. in consideration of and to collect public comment.





The entire property is described for mapping purposes, but it is the sign only which is being called out as the historic landmark. ADDRESS: 922 E. Route 66, APN: 104-05-005 ACRES: Approximately .82 Acres w/point location of sign

Applicant & Owner's Representative: Jose R. Alvarado Director of Sales | Ascend Capital Management Phone: (928) 779-6944 Fax: (928) 774-3990 Email: Jose@ACM-JVT.com

Compliance with Regional Plan Policy

The restoration of the missing components the Whispering Winds sign conforms to the Regional Plan policies in several ways:

Policy CC.2.2. Formally recognize heritage resources through designation as local landmarks and historic districts. The designation as a local landmark was necessary to allow for the use of Flagstaff Grant funds. The formal designation officially recognizes the significance historically of this unique roadside Route 66 Motel.

Policy CC.2.4. Support restoration and rehabilitation of historic housing, buildings, structures, and neighborhoods. This designation supported the full historic restoration of the Sign to its original configuration and allowed the sign to vary from the Flagstaff sign code. This designation was for a unique structure which is just as important to Flagstaff heritage as designations for housing, buildings and neighborhoods.

Policy CC.2.5. Provide incentives for heritage and cultural preservation. The sign designation allowed for the use of an available grant program with the Arts & Science Historic Sign & Façade program.

Policy CC.3.3. Emulate the most celebrated design traditions of Flagstaff, particularly the pre-Route 66 and early Route 66 eras. This was a significant opportunity of have a significant impact on restoring a unique aspect of a Route 66 Motel. Signage along Route 66 was flamboyant and was very much a part of the travel history of the mid-century design linking signage and the theme of the building itself.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, January 27, 2021, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Wednesday, February 16, 2021, at 3:00 p.m.to consider the following:

A. Explanation of Matters to be considered:

1. A proposed amendment to the official City of Flagstaff zoning map to designate a historic Route 66 sign as a local landmark with its full restoration.

The site currently consists of land owned by WW.66 LLC, 6164 E. Abineau Canyon Dr. Flagstaff AZ.

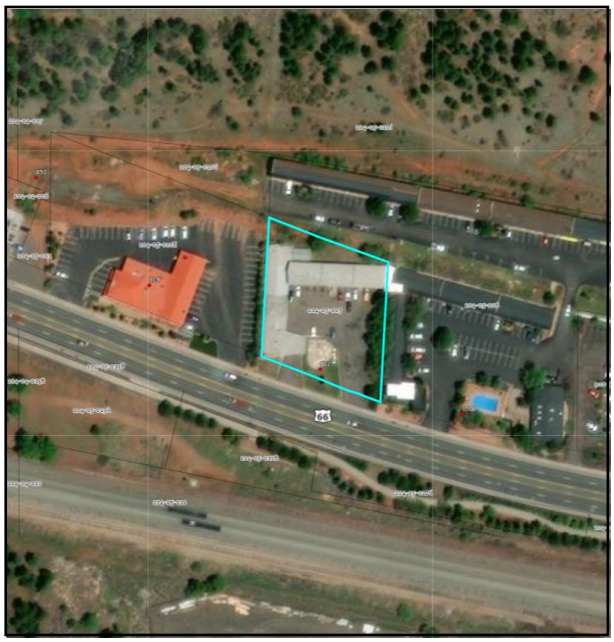
B. General Description of the Affected Area:
The point location of the sign is located in approximately .82 acres, Coconino County Assessor's Parcel Number 104-05-005, situated at Sixteenth: NW Quarter: NE Section:22 Township:21 Range: 07E PT of NE4 Comm ATN4, located at 922 E Route 66, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendment by emailing Mark Reavis at mark.reavis@flagstaffaz.gov. Maps and information regarding the proposed amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Planning and Zoning Commission meetings are held virtually in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona. To comment at the hearing, email Mark Reavis for an invitation to the Teams meeting, or you can watch online at http://www.flagstaff.az.gov/streaming

City Council are also held virtually at the same location. To make comments at the City Council Hearing, please review and follow the Public Comment Protocols at http://www.flagstaff.az.gov/streaming

PROPOSED ZONING MAP AMENDMENT
For designation of a historic Route 66 sign as a local landmark



ADDRESS: 922 E. Route 66,
APN: 104-05-005
ACRES: Approximately .82 Acres w/point location of sign

FOR FURTHER INFORMATION CONTACT
Mark Reavis
Heritage Preservation Officer
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2633
Mark.Reavis@flagstaffaz.gov

Owner Representative: Jose R. Alvarado | Director of Sales | Ascend Capital Management Phone: (928) 779-6944 | Fax: (928) 774-3990 | Email: Jose@ACM-JVT.com

Publish:

Zoning Code Map Amendment

Whispering Winds Historic Sign

Landmark Overlay

Planning and Zoning Commission Hearing
Wednesday, January 27, 2021 4pm

City Council Hearing
Tuesday, February 16, 2021 3pm

All Hearings will be held virtually on the City streaming platform
https: www.flagstaff.az.gov/streaming on the Live Conference tab
Contact Mark Reavis, Heritage Preservation Officer for a meeting
link or if you would like to comment at
mark.reavis@flagstaffaz.gov or call at 928-213-2633

Request: The Whispering Winds Historic Route 66 sign is proposed for restoration. In order to fully restore the sign under the Flagstaff Zoning Code, a Landmark Overlay is required to protect the historic resource.

Proposal: A small scale zoning map amendment is proposed to designate the landmark overlay on portion of parcel APN 104-05-005 at the address 992 E. Route 66.

For more information about this proposal, contact Jose Alvarado, at jose@acm-jvt.com or 928-779-6944.

To submit a written comment to the City regarding this case, please contact: Mark Reavis Heritage Preservation Officer, at mark.reavis@flagstaffaz.gov or (928) 213-2633

Posting Date: January 12, 2021

City of Flagstaff

Dear Property Owner;

RE: NOTICE OF NEIGHBORHOOD MEETING for DESIGNATION OF LOCAL LANDMARK HISTORIC SIGN

The purpose of this letter is to notify adjacent property owners that the Flagstaff Heritage Preservation Commission will hold a Public Hearing on Wednesday, October 21, 2020, at 5:00 p.m. to consider the proposed amendment to the official City of Flagstaff zoning map to designate a historic Route 66 sign as a local landmark with the signs full historic restoration.

The sign is located at the Whispering Winds Motel on historic Route 66 and is considered a critical component of the Route 66 corridor. A significant portion of the sign remains at its original location. The upper portion of the sign is missing and is to be reestablished as a component of a full restoration. The requirements of the Flagstaff Historic Façade and Sign Grant Program and determinations by the Heritage Preservation Commission mandate that the sign is restored to its original condition and that the restoration is protected by a Landmark designation. Restoration of the sign requires divergence from the sign code as allowed per Heritage Preservation provisions in the Municipal Code.

The location and mapping of the Landmark Overlay is being described by the legal description of the land but the Landmark designation is only applicable to the sign itself. The site currently consists of land owned by WW.66 LLC, 6164 E. Abineau Canyon Dr. Flagstaff AZ. The point location of the sign is located in approximately .82 acres, Coconino County Assessor's Parcel Number 104-05-005, situated at Sixteenth: NW Quarter: NE Section:22 Township:21 Range: 07E PT of NE4 Comm ATN4, located at 922 E Route 66, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendment by emailing Mark Reavis. In addition to written comments you may join the meeting remotely and speak for up to 3 minutes by getting the link from Mark Reavis, additional contact information below. Maps and information regarding the proposed amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Heritage Preservation Commission meetings are held virtually in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona. For an invitation to join the meeting email Mark Reavis or you can watch online at http://www.flagstaff.az.gov/streaming

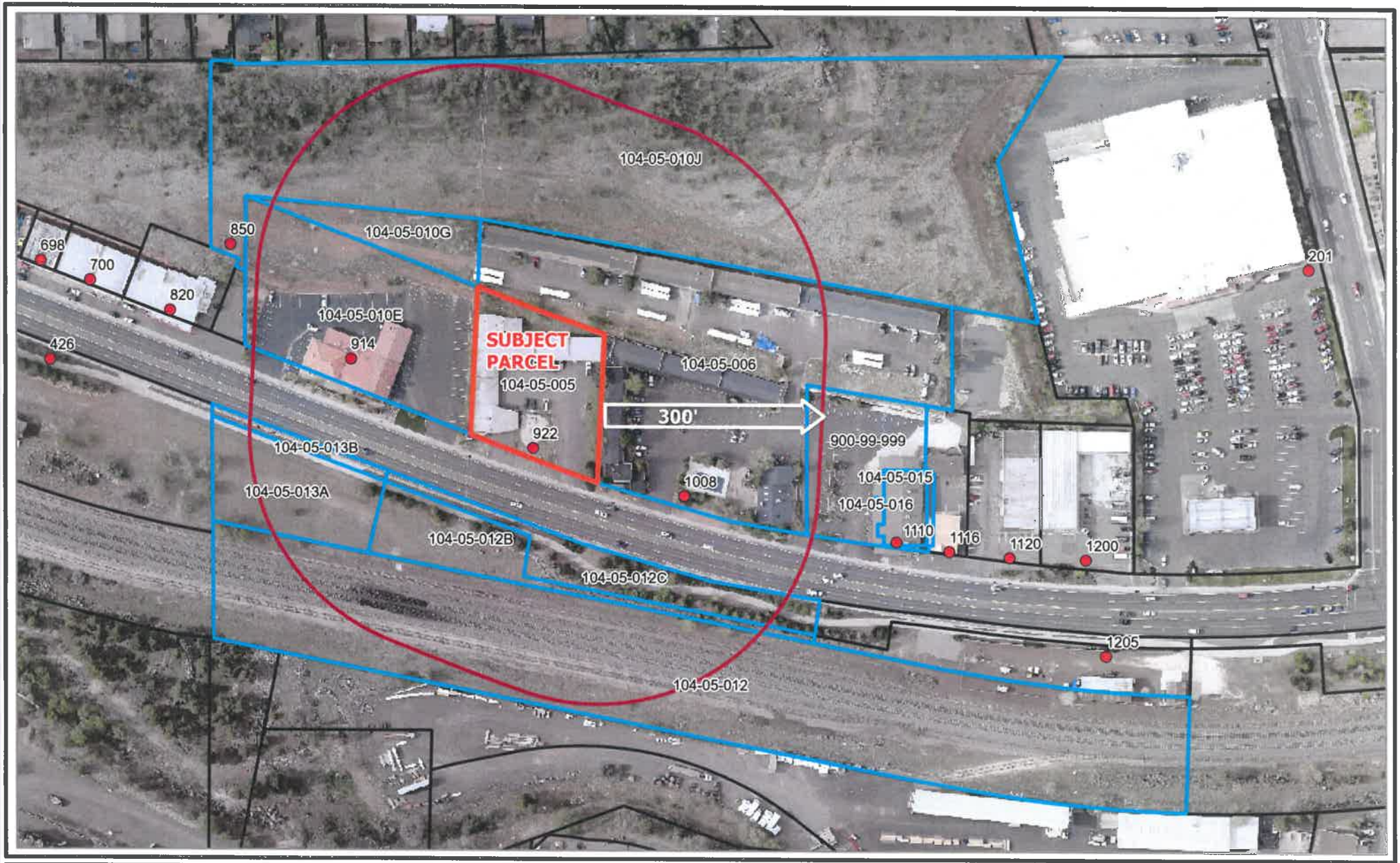
Sincerely,



Mark Reavis, AICP, NCARB
Heritage Preservation Office/Neighborhood Planner
City of Flagstaff, AZ

FOR FURTHER INFORMATION CONTACT
Mark Reavis, Heritage Preservation Officer, Planning & Development Services, 211 West Aspen Avenue, Flagstaff, Arizona 86001 (928) 213-2633 or email Mark.Reavis@flagstaffaz.gov or

Owner Representative: Jose R. Alvarado | Director of Sales | Ascend Capital Management Phone: (928) 779-6944 | Fax: (928) 774-3990 | Email: Jose@ACM-JVT.com



Properties Within 300' of Whispering Winds Motel

0 75 150 300 450 600

Feet

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

9/28/2020 3:34 PM

APN	OWNERNAME	OWNERADDRESS
104-05-010E	DREAM FORTY LLC	914 E ROUTE 66 FLAGSTAFF, AZ 86001
104-05-013B	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
104-05-013A	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
104-05-005	WW 66 LLC	6164 E ABINEAU CANYON DR FLAGSTAFF, AZ 86004
104-05-012C	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
104-05-010G	DREAM FORTY LLC	914 E ROUTE 66 FLAGSTAFF, AZ 86001
104-05-006	DBADGUY LLC	PO BOX 1961 FLAGSTAFF, AZ 86002
104-05-010J	FLAGSTAFF CITY OF	211 W ASPEN AVE FLAGSTAFF, AZ 86001
104-05-012B	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
104-05-012	BNSF RAILWAY COMPANY	PO BOX 961089 FORT WORTH, TX 76161-0089
104-05-015	JC VETERINARY SERVICES PLLC	1110 E ROUTE 66 NO B FLAGSTAFF, AZ 86001
104-05-016	JC VETERINARY SERVICES PLLC	1110 E ROUTE 66 NO B FLAGSTAFF, AZ 86001
900-99-999		

OWNERADDRESS_ADDRESS1	OWNERADDRESS_ADDRESS2	OWNERADDRESS_CITY
914 E ROUTE 66		FLAGSTAFF
211 W ASPEN AVE		FLAGSTAFF
PO BOX 961089		FORT WORTH
6164 E ABINEAU CANYON DR		FLAGSTAFF
211 W ASPEN AVE		FLAGSTAFF
914 E ROUTE 66		FLAGSTAFF
PO BOX 1961		FLAGSTAFF
211 W ASPEN AVE		FLAGSTAFF
PO BOX 961089		FORT WORTH
PO BOX 961089		FORT WORTH
1110 E ROUTE 66 NO B		FLAGSTAFF
1110 E ROUTE 66 NO B		FLAGSTAFF

OWNERADDRESS_STATE	OWNERADDRESS_ZIP	SITUS	SITUS_CITY	SITUS_ZIP
AZ	86001	914 E ROUTE 66	FLAGSTAFF	86001
AZ	86001		FLAGSTAFF	86001
TX	761610089		FLAGSTAFF	86001
AZ	86004	922 E ROUTE 66	FLAGSTAFF	86001
AZ	86001		FLAGSTAFF	86001
AZ	86001		FLAGSTAFF	86001
AZ	86002	1008 E ROUTE 66	FLAGSTAFF	86001
AZ	86001	850 E ROUTE 66	FLAGSTAFF	86001
TX	761610089		FLAGSTAFF	86001
TX	761610089		FLAGSTAFF	86001
AZ	86001	1110 E ROUTE 66	FLAGSTAFF	86001
AZ	86001	1111	FLAGSTAFF	86001

PROPERTYUSE
MORTUARY OR CREMATORIUM FOR PROFIT DEFAUL
MUNICIPAL VACANT LAND
VACANT INDUSTRIAL URBAN NONSUBDIVIDED
MOTEL DEFAULT CODE
MUNICIPAL VACANT LAND
VACANT RESIDENTIAL URBAN NONSUBDIVIDED
MOTEL DEFAULT CODE
MUNICIPAL VACANT LAND
RAILROAD OPERATING PROPERTY
RAILROAD OPERATING PROPERTY
MEDICAL CONDOMINIUMS,COM AREA NOT PARC
MEDICAL CONDOMINIUMS,COM AREA NOT PARC

NOTICE OF NEIGHBORHOOD MEETING

NOTICE IS HEREBY GIVEN that the Flagstaff Heritage Preservation Commission will hold a Public Hearing on Wednesday, October 21, 2020, at 5:00 p.m. to consider the following:

A. Explanation of Matters to be considered:

1. A proposed amendment to the official City of Flagstaff zoning map to designate a historic Route 66 sign as a local landmark with its full restoration.

The site currently consists of land owned by WW.66 LLC, 6164 E. Abineau Canyon Dr. Flagstaff AZ.

B. General Description of the Affected Area:
The point location of the sign is located in approximately .82 acres, Coconino County Assessor's Parcel Number 104-05-005, situated at Sixteenth: NW Quarter: NE Section: 22 Township: 21 Range: 07E PT of NE4 Comm ATN4, located at 922 E Route 66, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendment by emailing Mark Reavis at mark.reavis@flagstaffaz.gov. Maps and information regarding the proposed amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Heritage Preservation Commission meetings are held virtually in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona. For an invitation to join the meeting email Mark Reavis or you can watch online at http://www.flagstaff.az.gov/streaming

PROPOSED ZONING MAP AMENDMENT
For designation of a historic Route 66 sign as a local landmark



ADDRESS: 922 E. Route 66,
APN: 104-05-005
ACRES: Approximately .82 Acres w/point location of sign

FOR FURTHER INFORMATION CONTACT
Mark Reavis
Heritage Preservation Officer
Planning & Development Services
211 West Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2633
Mark.Reavis@flagstaffaz.gov

Owner Representative: Jose R. Alvarado
Director of Sales | Ascend Capital Management Phone: (928) 779-6944
Fax: (928) 774-3990
Email: Jose@ACM-JVT.com

Publish: 9/29, 2020


Whispering Winds
MOTEL
CLEAN ROOMS
DAIL / WEEKL RATES
TV & PHONE MICRO R
WEEKLY
RATES
VACANCY
Zoning Code Map Amendment
Whispering Winds Historic Sign
Landmark Overlay
Charlie
egaard
of FLAGSTAFF
e4Flagstaff.com


VACANCY
Zoning Code Map Amendment
Landmark Overlay

At this time, any member of the public may address the Commission on any subject within their jurisdiction that is not scheduled before the Commission on that day. Due to Open Meeting Laws, the Commission cannot discuss or act on items presented during this portion of the agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.

No public comments

4. APPROVAL OF MINUTES

Approve the Minutes of the Heritage Preservation Commission meeting of September 17, 2020

Moved by Harris Abernathy, **seconded by** Jill Hough

Vote: 6 - 0

5. PUBLIC HEARING

A. Whispering Winds/ Route 66 - Land Mark Overlay Zoning Map Amendment

Address: 922 E. Route 66
Assessor's Parcel Number: 104-05-005
Property Owner: WW66. LLC,6164, Abineau Canyon Dr,Flagstaff AZ
Applicant: Jose R. Alvarado, Director of Sales, Ascend Capital Management
City Staff: Mark Reavis, HPO

Conduct Public Hearing to meet the Neighborhood Meeting requirement for a Landmark Overlay Zoning Map Amendment for the purpose of restoring the historic Route 66 sign at 922 E Route 66 (Whispering Winds Motel).
Receive public comment and review the updated sign application.
None recommended
The HPC has reviewed and approved the application for a historic sign & facade grant as a $10,000 matching grant for the full restoration of the Whispering Winds Motel Sign. The HPO has reviewed a submission by a sign company that accurately reestablishes the missing upper components of the historic sign that remains. The applicant will confirm that the project will comply with that HPO review with the sign contractor that is selected.

Public Hearing was paused between 5:08pm and 5:34pm because audio was not streaming. Meeting continued with detailed minutes at 5:34pm.

No public comment on this item.

Mark Reavis, HPO, provided a summary that this Landmark Overlay proposal is for the historic sign only. The Zoning Code requires that restoration of a historic sign that is larger than what would currently be permitted be done under a Landmark Overlay.

David Hayward expressed that it is good to see more historic hotels restored instead of torn down.

6. GENERAL BUSINESS

A. Southside Historic Context Document - Consultant Report Review & Discussion.

Heritage Preservation Commission (HPC) is to listen to the Consultant Presentation (Lynn Neil) and ask initial questions regarding the document. At this time the HPC is not asked to accept the document, but to become familiar with the Context Document. Please provide any relevant input and questions you may have and forward those to the Heritage Preservation Officer. The HPC will be asked to accept the document at the next regularly scheduled meeting after the Commission has a change to review the submitted document. Any corrections or additions will be included in a Staff Report at the next HPC meeting.

Lynn Neal presents findings of draft report.

What started out as an Update of an outdated historic context morphed into a full-blown

Print Minutes **Return**

NOTICE AND AGENDA

HERITAGE PRESERVATION COMMISSION
WEDNESDAY
DATE

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:00 P.M.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Tammy Bishop 928-213-2611 (or 774-5281 TDD).
Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

PUBLIC COMMENT PROTOCOL

To attend and speak on a public hearing item, email sdechter@flagstaffaz.gov and request the link to join the Microsoft Teams Meeting.The public can submit comments that may be read at the dais by a staff member to the Commission liaison, sdechter@flagstaffaz.gov.

The meetings will continue to be live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

1. **Call to Order**
NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION *Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Heritage Preservation Commission and to the general public that, at this regular meeting, the Heritage Preservation Commission may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).*
Call to order at 5:01pm

2. **Roll Call**
NOTE: One or more Commission Members may be in attendance telephonically or by other technological means.

DAVID HAYWARD, Chairperson
JERRY MCLAUGHLIN, Vice-Chairperson
HARRIS ABERNATHY
EMILY DALE
JILL HOUGH
CAITLIN KELLY
CHARLES WEBBER

CITY STAFF PRESENT:
Sara Dechter, Comprehensive and Neighborhood Planning Manager
Mark Reavis, Heritage Preservation Office/Neighborhood Planne

3. **Public Comment**

update of the Southside properties inventory, including scrutinizing all the "back of lot" buildings on the parcels. These property types originated as rental houses, garages, sheds, etc., and most often function today as rental properties.
Lynn is still triple checking the numbers of the variously categorized properties, but as of today, here are the figures.

Total Properties Inventoried = ~358 (This is compared to 200 properties included in the 2010 Registration Form. About 300 Southside properties were evaluated during the 1992/1993 study, and several of these properties excluded from what was identified as the Southside Historic District in 2010 have been re-evaluated and included in the current Registration Form.)

Total Contributing = ~315, Total Non-contributing = 17 (1 outside the District on NAU property), Previously Listed to the NRHP elsewhere = 9, Demolished = 17

The added 158 properties is a 44% increase over those included in the 2010 Registration Form. Eighty-eight percent (n = ~315) of the total properties are Contributing, 2.5% are Previously Listed, leaving only 9.5% as Non-contributing and Demolished. This means that an estimates 88 % of the evaluated properties are likely contributing.

The increase in properties was achieved through an expansion of the District boundaries (largely to the SSE, E, and a bit to the NW), a re-evaluation of properties originally evaluated in 1992 and/or in 2009/2010, and including new properties not previously evaluated. The expansion of the period of significance date range end date from 1947 to 1968 brought in more 1950s-60s housing, commercial properties, churches, and the Murdoch Center.

Proposed boundaries are expanded to the south and take into account the area east of the Souths Beaver School and some expansion to the east as well. Properties that were evaluated previously are being re-evaluated because the context is recommending expansion of the period of significance to 1968 to include the Civil Rights era. Now all the churches in the Southside and the Murdoch Center can now be included.

Questions & Comments:

Emily Dale—She has data on 518 S Agassiz that she will provide to Lynn Neal

Sara Dechter—indicated that the City has a grant from SHPO to research the additional properties. Mark will take the new Registration Form, create the individual Building Inventory Forms for submittal to SHPO to get the Registration Form reviewed and approved.

Jill Hough—The only thing she found to be missing was the properties Map. (Lynn responded that it is forthcoming, along with a further updated Registration Form with the completed properties listing.)

David Hayward—will provide his comments via email.

Jill Hough and Emily Dale will both volunteer time to work on the evaluation and offer assistance.

Sara Dechter—indicated that the Southside Context will be re-agendized with maps and updates next month so that comments can be reviewed and discussed.

B. **Discussion: Downtown, Southside, Route 66 & Neon**
No HPC action at this time. Discussion only.
Mark Reavis is requesting this discussion to get feedback on the use of neon on businesses South of the current Route 66.

David Hayward noted that he believes we end up with attractive signs whether neon or not in the central sign district

Jill Hough suggested we should look for historic photographs to see if there was neon south of route 66 historically

Sara Dechter adds that the area discussed is in the Flagstaff Central Sign District but not in the Downtown Overlay. The Overlay is the source of the language related to neon and Route 66.

Sara Dechter points out that neon is allowed but it is not something that was seen historically on South San Francisco based on photographs she has seen. they may have been introduced in the late 1950s south of Route 66.

Mark Reavis would like to continue direction of bringing all neon in the Downtown Overlay to the Commission and bring all neon in the Central Sign District to the Commission.

C. Heritage Preservation Commission Education and Work Session Needs

The purpose of this discussion is for the Heritage Preservation Commission to outline specific educational opportunities to be presented by the Heritage Preservation Officer or the City Clerk at future meetings. Please provide at least educational subject for the HPO to prepare.

Mark Reavis suggested documenting the historic use of neon in the community, the next month could be Secretary of the Interior Guidelines as examples of educational topics.

David Hayward – it would be much appreciated because much of the commission is self taught. He would like a presentation on each of the historic districts and their requirements. TO, DO, Central Sign Districts

Jill Hough – they would all like to the be able to understand what you can and cannot do in different sones and what a property might find helpful.

Charlie Webber – would like more in depth discussions on how the Zoning Code and the HP guidelines work together and how we can use them together. Include Dan Symer in that presentation to offer context It's been difficulty

Jill – Charlie Weber and Emily Dale and Jill Hough are all versed in historic preservation and can also have presentations from commissions.

Mark could use more understanding of archeology. He has joined the AZSITE Committee for the State.

Charlie Weber could provide a presentation on archeology – David Hayward would like to understand more about what the Commission should know when we are reviewing a case for development what we need to know about archeological resources. Give the Commission a better idea of how resources are identified and what are the methods used so the Commission can evaluate if a CRS is adequate.

Sara Dechter asked if there are any items that the Commission would like the clerk's office to present. David would like a clarifying memo from the clerk with guidance about what should a commissioner do if they are contacted by someone about a project that is under HPC review.

7. REPORTS

A. Pre-Application Meetings (PAMs)

Permit Number(s): PZ-20-00169
Address: 306 E. Franklin Ave,
Type of Approval: PAM - Inquiry about appropriate addition to 1952 structure from single-family to duplex.

Permit Number(s): PZ-20-000172
Address: 302 W Oak,
Type of Approval: PAM- :Inquiry about demolition of historic 71 year old mortuary (retains significance) for construction of a condo project. At minimum CR letter report.

Permit Number(s): PZ-20-000171
Address: 4619 S Lake Mary Rd
Type of Approval: PAM- :Lake Mary RV Park inquiry would combine several parcels to provide a commercial campground with RV's and Park models to rent. Requested a Cultural Resource study by an archeologist be submitted with Concept Plan submittal.

Starting to work into more Pre-application meetings to get HPC mentioned more often.

David Hayward – from his experience pre-apps are pre-contract in a development project and being able to give people a heads up as early as possible is helpful. It can make a big difference to people at that point.

Jill Hough – 306 E Franklin Belonged to John J Johnson – 1st pastor of Springhill Baptist church – significance is high. Jill may have more information on the property. The date on the structure may actually be 1950 or even before.

B. Building Permit Review: returned for correction.

Permit Number(s): BP-20-01831-01
Address: 537 S O'Leary St
STAFF RECOMMENDED ACTION:- (gas explosion window damage) - Return for Corrections/HPC application required.

Permit Number(s): BP-20-01922
Address: 918 W Summit Ave
STAFF RECOMMENDED ACTION:- Lumpkin Basement ADU (new from roof truss replacement review) - 1915 home with historic integrity - Return for Corrections/HPC application required.

Permit Number(s): BP-20-01945
Address: 314 N Beaver St.
STAFF RECOMMENDED ACTION:-, Demo of non-historic Unit # 4 ADU and rebuild - Approved with Conditions of documentation of previous determination of non-contributing with documentation submitted.

Permit Number(s): BP-20-01859
Address: 303 N Verde St
STAFF RECOMMENDED ACTION:- , 1918 historic residence proposed deck expansion, submission incomplete - HPC application required.

C. Building Permits - Not requiring HPO review approval for Post WWII production housing.

Permit Number(s) & Address: Fierros BP-20-01877 3350 N Pine Dr. (1 door replaced); Marshal Windows BP-20-01898 3350 N Pine Dr. (9 windows replaced).

Approval Date: 9/11/2020

D. ADOT & Fresquez property demolitions

Permit Number(s): BP-20-02048
Address: 1801 S Milton and adjacent
Type of Approval: Demolition

Approval Date: 09/29/2020
ADOT demolition – there are some historians who are working on their own research into the property before it is demolished

E. Inter-Divison Staff (IDS) - with Heritage Review Requirements.

Review Dates of IDS - New Conceptual/Updates and Revisions/Admin Completeness/Substantive Review: 9/10/2020 - 1/24/2020

Project:SCA Paper Plant
Permit Number(s): PZ-20-00071-01 & 02
Address: 1600 Butler Ave
Type of Review(s): Concept Plan - HPO site visit & consult with HR consultant mandated a Phase 1 Cultural Resource report to be submitted with Site Plan (first review w/concept plan) former SEA Paper - CR reporting undertaken by Cornerstone Consulting.

Project: Toaster Owl Shade Structure
Permit Number(s): PZ-20-00160
Address: 12 S Mike's Pike, - Southside NR District
Type of Review(s): Toasted Owl Sun Shade Structure PZ-20-00160 12 S Mike's Pike (In Southside District, (adjacent to 56 year old structure on site) HPO determination of no adverse effect, complete process with Building Permit review.

Project: Lofts on the Mesa
Permit Number(s): PZ-20-00168
Address:1571 N Pine Cliff,
Type of Review(s)- Cultural Resource (archeological concerns) applicant notified of requireme

Project: Sky Cottages
Permit Number(s): PZ-20-00153
Address: 2701 S Woody Mountain Rd,
Type of Review(s) Cultural Resources likely associated with McAllister Ranch and potential archeological concerns - requires site survey and Cultural Resource Report - completion of repc within project reviews.

Project: Ellery Duplex
Permit Number(s): PZ-19-00263-01
Address: 214 E Ellery
Type of Review(s) A proposed duplex is being added to a site with an existing historic duplex ir Southside National Register District, proposed new duplex does not meet Flagstaff design requirements as well as historic compatibility (requires District compatible primary elevation submission).

8. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS
Re-application of returning and recruitment of new Commissioners
Brief discussion of terms and recruitment for the Commission

The Downtown Vision should have a first draft out soon and staff will circulate it to the commission members when it is available.

9. ADJOURNMENT
Adjourn at 6:22pm

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. This notice has been posted on the City's website and can be downloaded at www.flagstaff.az.gov.

Dated this _____ day of _____, 2020.

_____
Sara Dechter, Comprehensive Planning Manager

GO TO PREVIOUS PAGE GO TO THE TOP OF THE PAGE

W3C WAI-AA WCAG 2.0

AgendaQuick ©2005 - 2020 Destiny Software Inc. All Rights Reserved.

HERITAGE PRESERVATION

MEMORANDUM

Date: 12/22/2020

To: Tiffany Antol, Planning Director and Alaxandra Pucciarelli, Planning Manager, Community Development

From: Mark A. Reavis, Heritage Preservation Officer, AICP, NCARB

Subject: Waive 2nd Public Neighborhood Meeting for Whispering Winds Motel Sign Restoration, Landmark Overlay Map Amendment.

Please Waive the 2nd public Neighborhood Meeting requirement of the Whispering Winds Motel Sign Restoration for the Landmark Overlay Map Amendment. The first meeting was advertised in the paper, the sign posted, and adjoining neighbors notified. The Heritage Preservation Commission conducted the formal public hearing on Wednesday October 21st, 2020 and no public comment was received.

I feel that a 2nd meeting would not yield any additional comment since the Historic Landmark Overlay is so specific and narrow focused and isolated to the sign only. I believe that the intent of the Neighborhood meeting has been met.

The historic overlay allows for the historic restoration of a unique Route 66 feature by reestablishing the upper portion of the sign that would otherwise not be allowed by our sign code. The sign restoration is an important aspect of the historic motel's rehabilitation underway and its promotion.

*Mark Reavis*_____ **date: 12/22/2020**

12/23/2020

X Tiffany Antol

Tiffany Antol
Planning Director
Signed by: Tiffany Antol

Approval

Account: R0015775

Location

Situs Address 922 E ROUTE 66

City FLAGSTAFF

Tax Area 0150 - SD#1 CITY OF FLAGSTAFF

Parcel Number 104-05-005

Legal Summary Sixteenth: NW Quarter: NE Section: 22 Township: 21N Range: 07E PT OF NE4 COMM ATN4 COR ASSUMING A BEARING OF N 89D EG 10MIN E FOR N LINE OF NE4 TH S 53DEG 7MIN 26SEC E 546.40' TO POB TH S 2DEG 20MIN 30SEC W DIST OF 200' TO PT ON N R/W LINE OF HWY66 TH NW ALNG SD R/W LINE WH IS SPIRAL CURVE A CURVED DIST OF 79.06' TH N 2DEG 20MIN 30SEC E DIST OF 200' TH S69DEG 12M IN 24SEC E DIST OF 79.06' TO TRUE POB .363AC; PT OF NE4 SEC 22 2 1N 7E BEGAT N4 COR SEC 22 ASSUMING ABEARING OF N 89DEG 10MIN E FO RN LINE OF NE4 TH S 53DEG 7MIN 26SEC E 546.4' TO POB TH S 70DEG51 MIN16SEC E 149.79' TH S 2DEG20MIN30SEC W 200' TO PT ON N R/W LIN E OF HWY 66 SD PT BEING ON CURVE THE CTRL PT OF WH BEARS N 17DEG 24MIN10SEC E 2465.6' THERE FROM THNWLY ALNG ARC OF SD CURVE 150' TH N 2DEG20MIN 30SEC E 200' TO POB EXC ELY 43.35'

Neighborhood 01.62 - FLAGSTAFF COMMERCIAL GEO 3

Owner Information

Owner Name WW 66 LLC

Owner Address 6164 E ABINEAU CANYON DR
FLAGSTAFF, AZ 86004

Assessment History

Full Cash Value (FCV)	$1,205,811
Limited Property Value (LPV)	$804,057
Primary Assessed	$144,730
Secondary Assessed	$217,046

Tax Area: 0150 **Primary Rate:** 5.9530
Secondary Rate: 2.8701

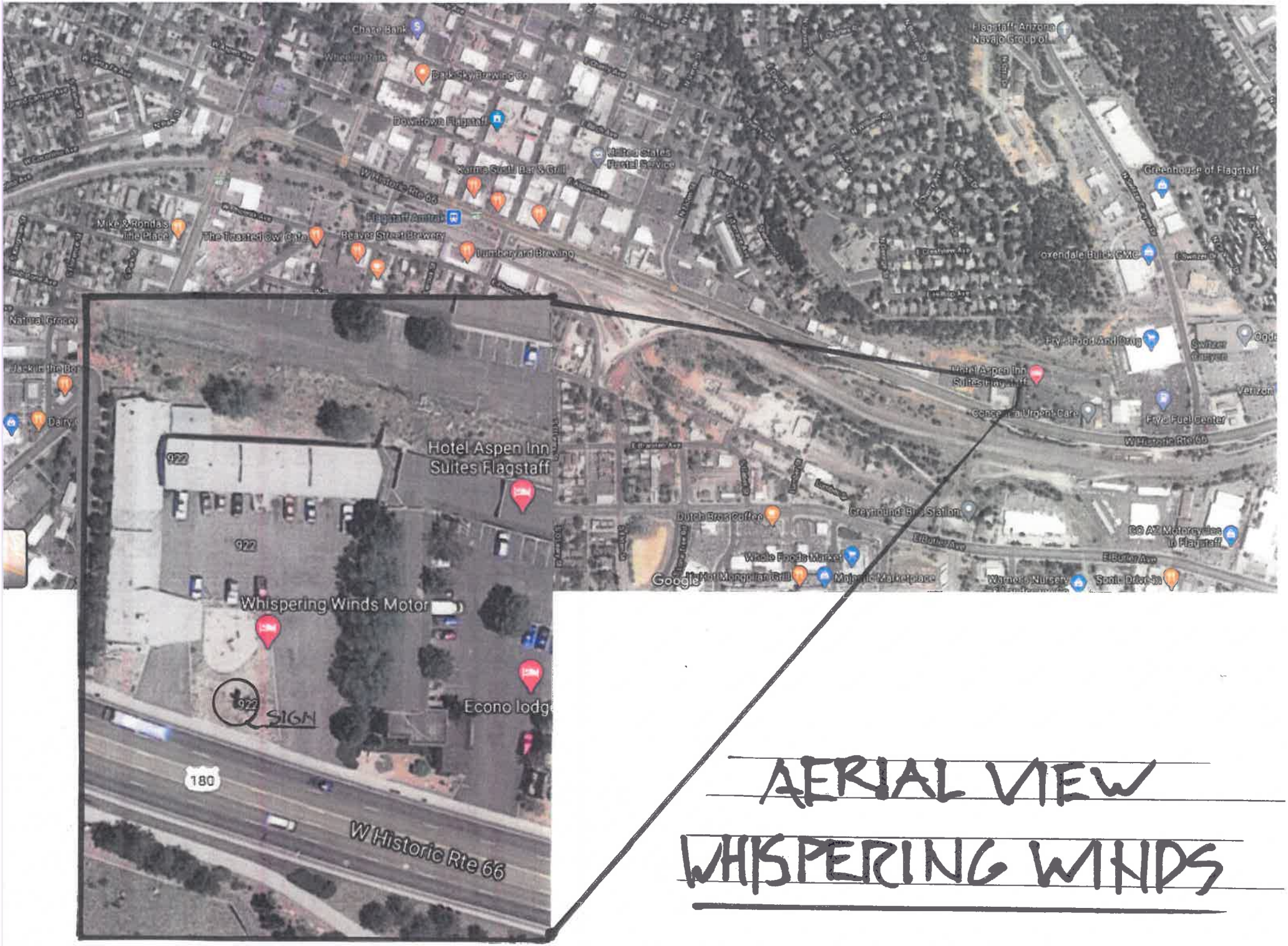
Legal Class	FCV	LPV	Primary Assessed	Secondary Assessed
01.12	$1,205,811	$804,057	$144,730	$217,046

Sale Date	Sale Price	Doc Description
	$0	DEED
	$0	MISCELLANEOUS
	$0	DEED
	$0	DEED
06/01/2020	$999,000	Special Warranty Deed F

Images

- GIS

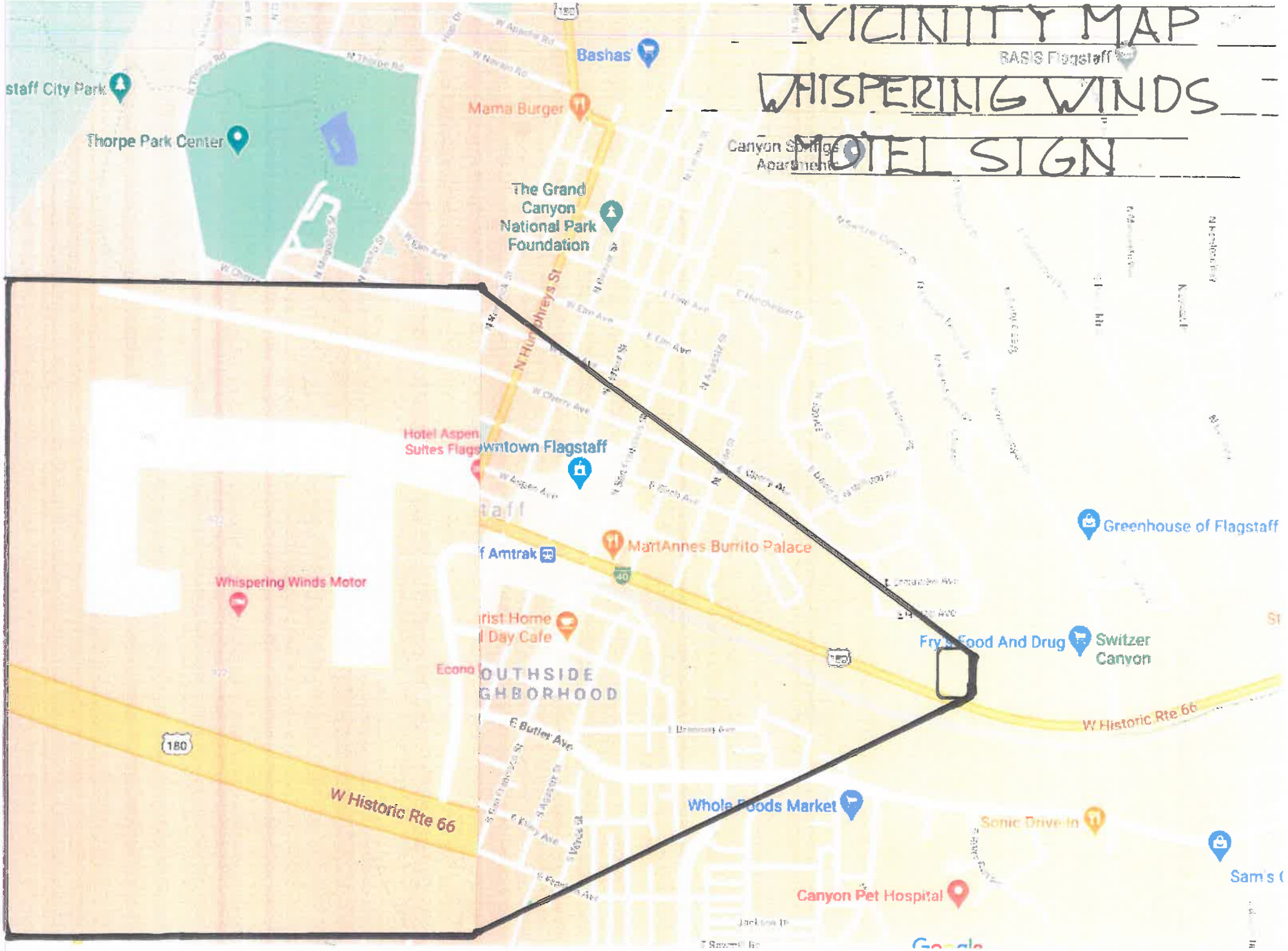

922
66



AERIAL VIEW
WHISPERING WINDS

VICINITY MAP

WHISPERING WINDS MOTEL SIGN

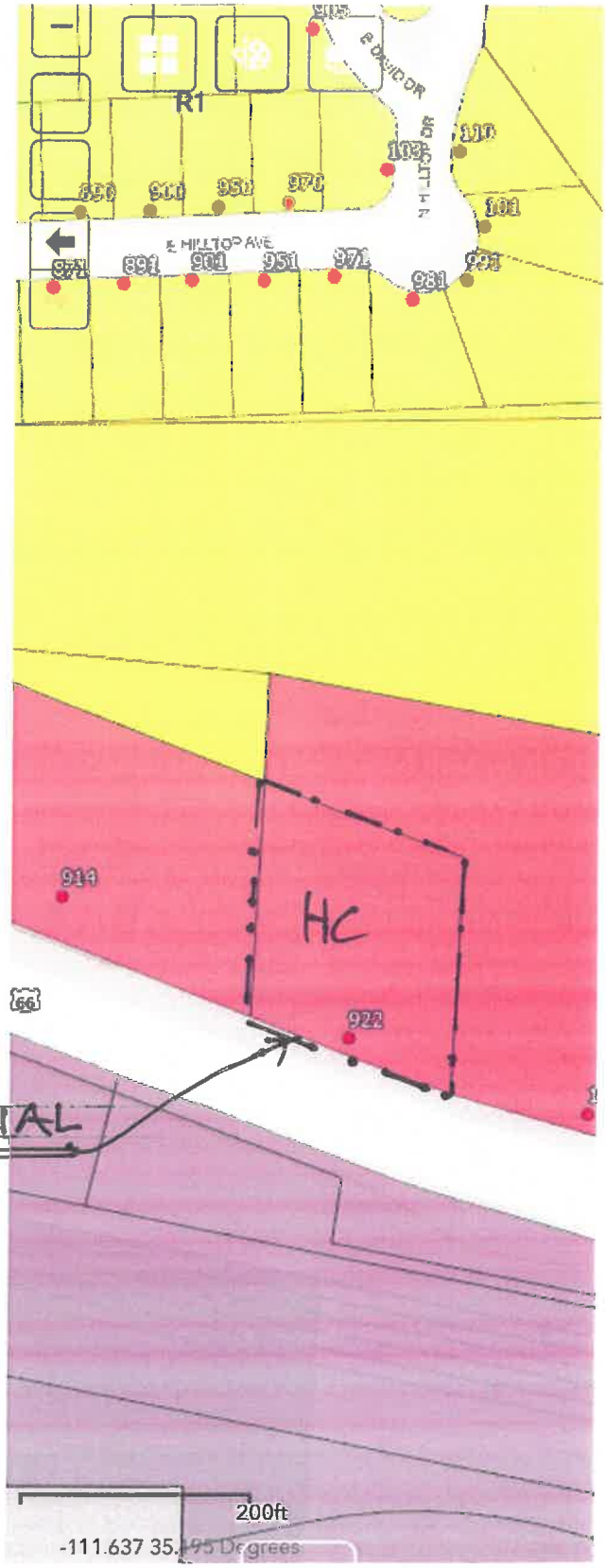


WHISPERING WINDS

HISTORIC SIGN

922 E. ROUTE 66

ZONING: HIGHWAY COMMERCIAL



City of Flagstaff

Dear Property Owner;

RE: NOTICE OF A PUBLIC HEARINGS for DESIGNATION OF LOCAL LANDMARK OVERLAY for a HISTORIC SIGN

The purpose of this letter is to notify adjacent property owners that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, January 27, 2021 at 4:00 p.m. to consider the proposed amendment to the official City of Flagstaff zoning map to designate a historic Route 66 sign as a local landmark with the signs full historic restoration. This to be followed with a City Council meeting for a public hearing on the same matter for Tuesday, February 16, 2021 at 3:00 PM.

The sign is located at the Whispering Winds Motel (922 E Route 66) and is considered a critical component of the historic Route 66 corridor. A significant portion of the sign remains at its original location. The upper portion of the sign is missing and is to be reestablished as a component of a full restoration. The requirements of the Flagstaff Historic Façade and Sign Grant Program and determinations by the Heritage Preservation Commission mandate that the sign is restored to its original condition and that the restoration is protected by a Landmark designation. Restoration of the sign requires divergence from the sign code as allowed per Heritage Preservation provisions in the Municipal Code **10-50.100.020 Applicability,** A. **Applicability,** 4. Heritage signs in landmark zones are governed by the ordinance designating the landmark overlay and its related guidelines. (Refer to Division 10-30.30, Heritage Preservation.)

The location and mapping of the Landmark Overlay is being described by the legal description of the land; however, the conditions recommended are only applicable to the sign itself. The site currently consists of land owned by WW.66 LLC, 6164 E. Abineau Canyon Dr. Flagstaff AZ. The point location of the sign is located in approximately .82 acres, Coconino County Assessor's Parcel Number 104-05-005, situated at Sixteenth: NW Quarter: NE Section:22 Township:21 Range: 07E PT of NE4 Comm ATN4, located at 922 E Route 66, City of Flagstaff, Coconino County, Arizona.

Interested parties may file comments in writing regarding the proposed amendment by emailing CDFrontCounter@flagstaffaz.gov for the Planning and Zoning Commission and PublicComments@flagstaffaz.gov for City Council. In addition to written comments you may join the meeting remotely and speak for up to 3 minutes by getting the link from Mark Reavis, additional contact information below. Maps and information regarding the

proposed amendment are available at the City of Flagstaff, Planning and Development Services Section, 211 West Aspen Avenue.

Planning and Zoning Commission and City Council meetings are held virtually in the Conference Room of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona. For an invitation to join the meeting, email Mark Reavis or follow the instructions posted at http://www.flagstaff.az.gov/streaming

Sincerely,

Mark Reavis

Mark Reavis, AICP, NCARB
Heritage Preservation Office/Neighborhood Planner
City of Flagstaff, AZ

FOR FURTHER INFORMATION CONTACT
Mark Reavis, Heritage Preservation Officer, Planning & Development Services, 211 West Aspen Avenue, Flagstaff, Arizona 86001 (928) 213-2633 or email Mark.Reavis@flagstaffaz.gov or

Owner Representative: Jose R. Alvarado | Director of Sales | Ascend Capital Management Phone: (928) 779-6944 | Fax: (928) 774-3990 | Email: Jose@ACM-JVT.com

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2969
F: (928) 779-7684

HPC

Date Received	Application to Heritage Preservation Commission	File Number

Property Owner(s)	Title	Phone	Email
Karan C. Patel	Owner	(928) 600-5774	Karan C. Patel

Mailing Address	City, State, Zip
2200 East Butler Avenue	Flagstaff, Arizona 86004

Applicant	Title	Phone	Email
Jose Alvarado	Sales	(928) 310-9487	Jose@ACM-JVT.com

Mailing Address	City, State, Zip
5000 North Mall Way Apt. 340	Flagstaff, Arizona 86004

Property Interest of Applicant(s) (Owner, contractual interest, or agent)

Site Address	City, State, Zip
922 East Route 66	Flagstaff, Arizona 86001

Project Name
Whispering Winds

Parcel Number(s)	Zoning District(s), including Overlays

Type of HPC Application Requested:

- ☐ Historic Overlay District Designation (If new, Name:_____)
- ☐ Landmark Overlay District Designation
- ☐ Certificate of Appropriateness
- ☐ Certificate of No Effect
- ☐ Certificate of Economic Hardship
- ☐ Cultural Resource Study Review - Please check all that apply: ☐ Letter Report ☐ Phase I ☐ Phase II
- ☑ Historic Facades and Signs Grant

Property Information:

- ☐ Yes ☐ No Listed on the National Register of Historic Places? (Name:_____)
- ☐ Yes ☐ No Listed on the Arizona Register of Historic Places? (Name:_____)
- ☑ Yes ☐ No Located in an existing City of Flagstaff Historic District? (Name:_____)
- ☐ Yes ☐ No Has the structure every been inventoried or evaluated for the National Register?
- ☑ Yes ☐ No Is the structure over 50 years old at the time of application?
- ☐ Yes ☐ No Was all or a portion of the structure built before World War II as housing?

Is the subject property: ☐ Developed ☐ Vacant Land?

Note: Applications which are incomplete or not accompanied by the required information will not be accepted.

Property Owner Signature:	Date:	Applicant Signature:	Date:
[signature]	8/4/20	[signature]	8/4/2020

For City Use

Date Filed: _____ **HPC Hearing Date:** _____

Fee Receipt #: _____ **Amount:** _____ **Date:** _____

Action by HPC:

- ☐ Consent Approval by HPO
- ☐ Approved
- ☐ Approved with Conditions
- ☐ Denied
- ☐ Continued

Staff Intial: _____ **Date:** _____

Project Description (Insert additional pages if necessary)

Submittal Requirements

An application to the Heritage Preservation Commission and Historic Preservation Officer shall contain at least the following information:

1. Completed Application including all signatures and payment of fees.
2. Eight copies of drawings as needed to describe the proposal, which may include a Site Plan, Floor Plans, Exterior Elevations, Building Sections, Exterior Details, Lighting Plan, and a Landscape Plan. All drawings shall be drawn to scale and dimensioned, and shall clearly and accurately represent the natural and built conditions of the context area and the project, including both existing conditions and proposed work.
3. Photographs of the context, including the property, surrounding properties, and the neighborhood.
4. A Color Board depicting all exterior materials and finishes associated with the work.
5. Proof of ownership, or letter of authorization from the current property owner, if the applicant and owner are not the same.
6. Statement of approval from a subdivision or property owners association, if applicable.
7. Filing fee.
8. Any other information which the applicant feels would be helpful and/or pertinent to the request.
9. Any other information as may be required by the Historic Preservation Officer or Heritage Preservation Commission to assist in the review of the requested application.

Summary Statement of Significance:

National Register of Historic Places documentation or a Cultural Resource Study can be submitted in lieu of completing this page to demonstrate significance (Attach additional pages as necessary).

The significance of a resource is generally based on its potential to contribute to our understanding of the past. An object, structure, site, place, or area is significant if:

a. It is associated with events or persons in the architectural, engineering, archeological, scientific, technological, economic, agricultural, educational, social, political, military, or cultural annals of the City of Flagstaff, the State of Arizona, or the United States of America.

b. It embodies distinctive characteristics of type, period, region, artistic values, or methods of construction, including being the oldest of its type or the best example of its type, or, if it represents the work of, or for, an important individual.

c. A resource is generally not significant if it is less than fifty (50) years old, or, if the features, materials, patterns, and relationships that establish its significance are no longer present or no longer have integrity. The integrity of a resource is judged by how evident the general character of the significant period is, the degree to which the characteristics that define its significance are present, and the degree to which incompatible elements are reversible.

Original Construction Date:

_____

Describe Major Alterations (Include dates and changes of use):

_____

_____

_____

Describe the Significance of the Resource (In terms of a. or b., and c., above):

_____

_____

_____

_____

_____

_____

_____

_____

_____

Source(s) of Information Used:

_____

_____

Describe the Level of Integrity of the Resource (Existing and proposed):

_____

_____

Preservation Budget Summary:

Complete this section only for consideration of Historic Facades and Sign Grants (Attach additional pages as necessary).

Construction Budget: _____

Preservation Work Budget Detail:

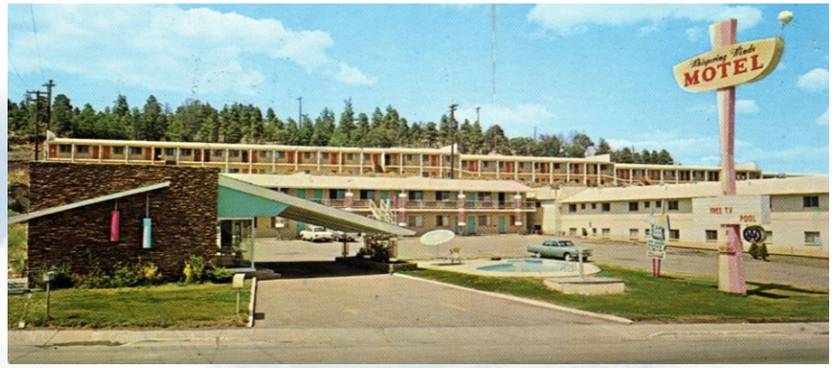
Item of Preservation Work:	Total Cost:	Grant Request:	Matching Funds:
Totals:			

Notes:

1. Grant request cannot exceed 50% of Project Costs.
2. Grant request cannot exceed $10,000.
3. Grant recipient or property owner labor cannot be used as matching funds.

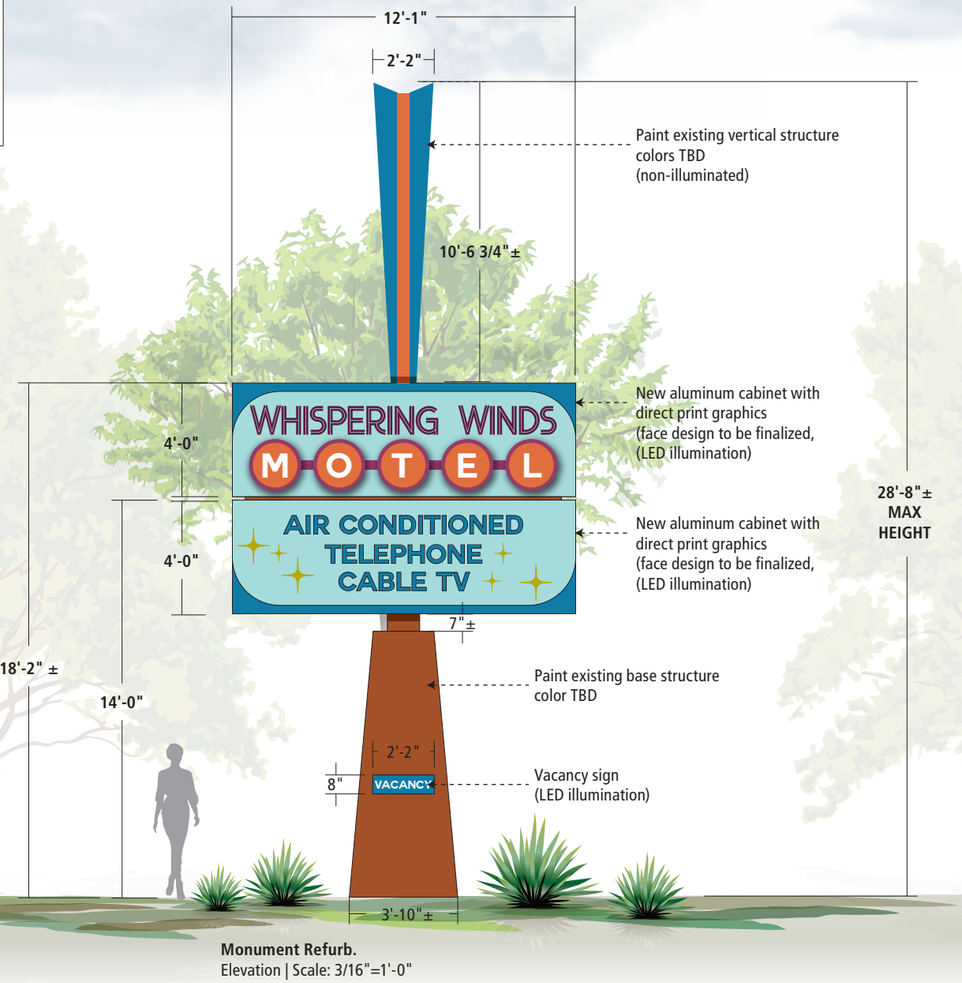


Monument Refurb.
Rendering | Scale: NTS



Reference Photo Only | Scale: NTS

OPTION 1



Monument Refurb.
Elevation | Scale: 3/16"=1'-0"

Refurb One (1) D/F Existing, Illuminated Monument Sign

New aluminum cabinets with printed graphics.
Painted base and top structure.
Materials, colors and graphics to be finalized.

job: NZ13784
date: 8/3/2020
rev.: 00/00/00
rev.:
drawn by: KA

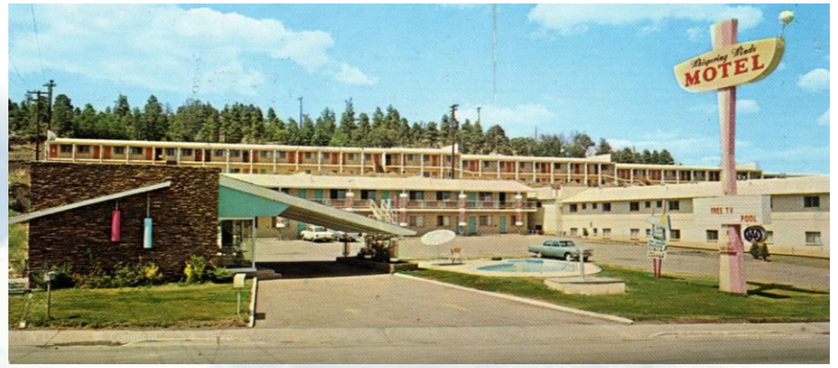
WHISPERING WINDS MOTEL SIGN REFURB.

© 2018 - F & N Enterprises, Inc. d.b.a. Northern Arizona Signs. Fabrication information shown here is the exclusive property of F & N Enterprises, Inc. d.b.a. Northern Arizona Signs and may not be used for fabrication by anyone without authorization from an officer of F & N / Northern Arizona Signs.

NOAZ
NORTHERN ARIZONA SIGNS
1214 W. Kaibab, Flagstaff, Arizona 86004
(928) 779-2008 / Fax...779-2038 / email@noaz.com

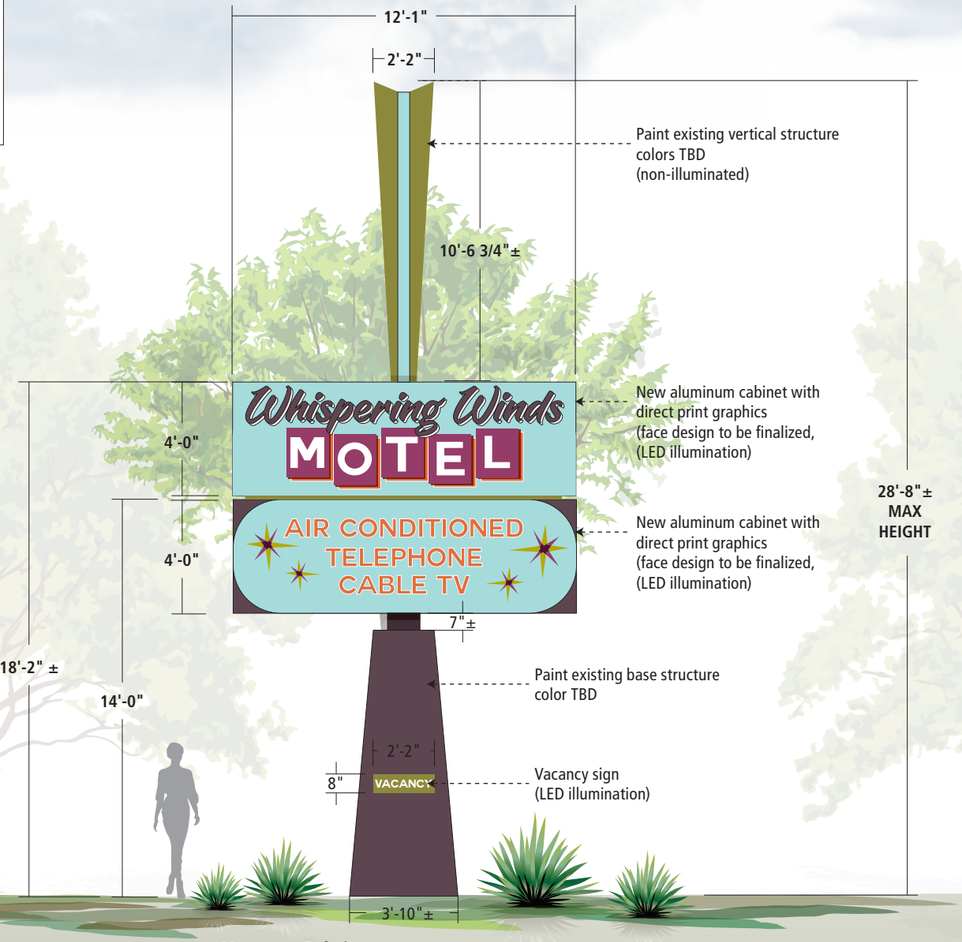


Monument Refurb.
Rendering | Scale: NTS



Reference Photo Only | Scale: NTS

OPTION 2



Monument Refurb.
Elevation | Scale: 3/16"=1'-0"

Refurb One (1) D/F Existing, Illuminated Monument Sign

New aluminum cabinets with printed graphics.
Painted base and top structure.
Materials, colors and graphics to be finalized.

job: NZ13784
date: 8/3/2020
rev.: 00/00/00
rev.:
drawn by: KA

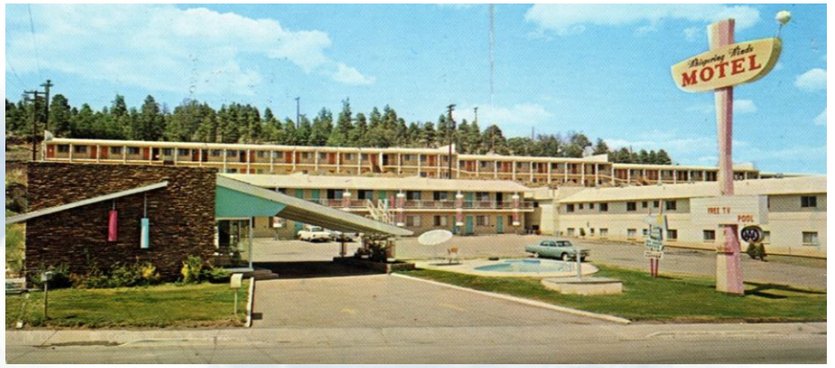
WHISPERING WINDS MOTEL SIGN REFURB.

© 2018 - F & N Enterprises, Inc. d.b.a. Northern Arizona Signs. Fabrication information shown here is the exclusive property of F & N Enterprises, Inc. d.b.a. Northern Arizona Signs and may not be used for fabrication by anyone without authorization from an officer of F & N / Northern Arizona Signs.

NOAZ
NORTHERN ARIZONA SIGNS
1214 W. Kaibab, Flagstaff, Arizona 86004
(928) 779-2008 / Fax...779-2038 / email@noaz.com

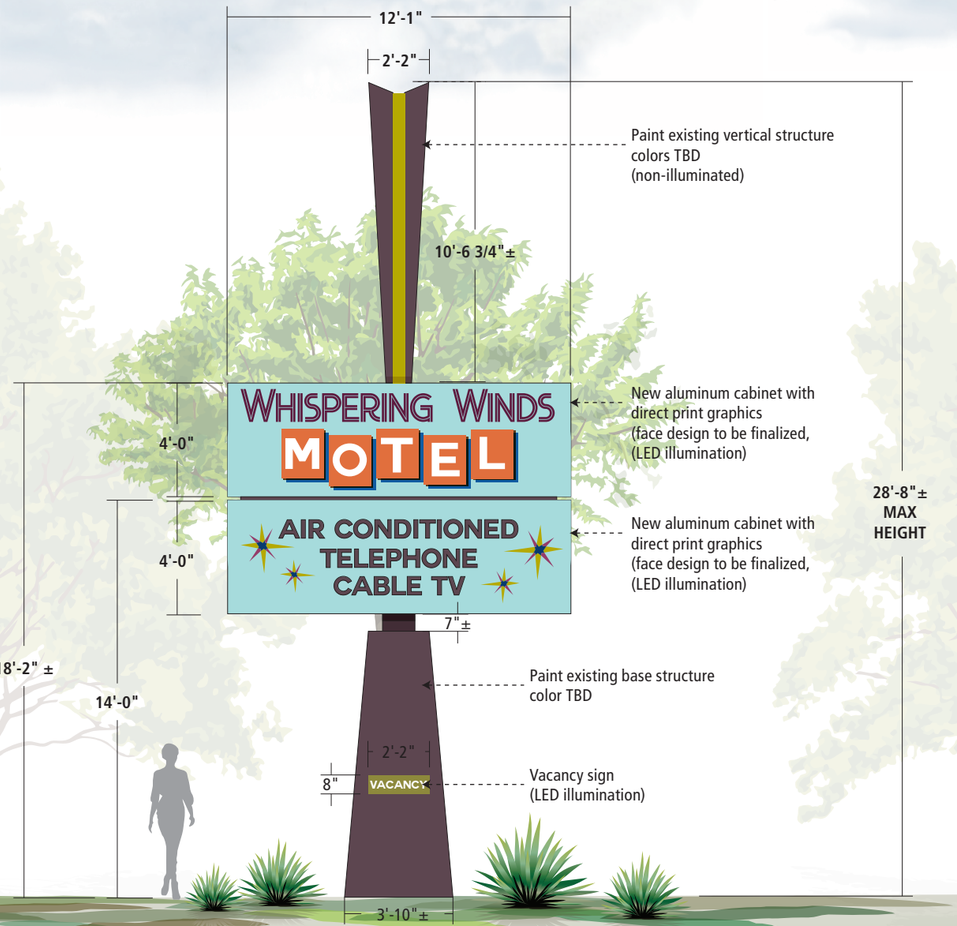


Monument Refurb.
Rendering | Scale: NTS



Reference Photo Only | Scale: NTS

OPTION 3



Monument Refurb.
Elevation | Scale: 3/16"=1'-0"

Refurb One (1) D/F Existing, Illuminated Monument Sign

New aluminum cabinets with printed graphics.
Painted base and top structure.
Materials, colors and graphics to be finalized.

job: NZ13784
date: 8/3/2020
rev.: 00/00/00
rev.:
drawn by: KA

WHISPERING WINDS MOTEL SIGN REFURB.

© 2018 - F & N Enterprises, Inc. d.b.a. Northern Arizona Signs. Fabrication information shown here is the exclusive property of F & N Enterprises, Inc. d.b.a. Northern Arizona Signs and may not be used for fabrication by anyone without authorization from an officer of F & N / Northern Arizona Signs.

NOAZ
NORTHERN ARIZONA SIGNS
1214 W. Kaibab, Flagstaff, Arizona 86004
(928) 779-2008 / Fax...779-2038 / email@noaz.com

Client: WHISPERING WINDS
Contact:
Address: 922 E. ROUTE 66
Flagstaff, AZ 86001
Phone:
Email:

#1 SIGNS
1842 E. 3rd St. ~ Suite 104 ~ Tempe, AZ 85281
480-970-8060 fax 480-970-6646
number1signs.net

Office: 480.970.8060
Fax: 480.970.6646
Email: jr@number1signs.net
ROC # 257610 Date:08/04/20
AE: JR deLuna: 602-359-9494




MOTEL

CITY OF FLAGSTAFF HERITAGE PRESERVATION COMMISSION
STAFF REPORT

Public Hearing/Neighborhood Meeting

DATE: 10/8/2020
MEETING DATE: October 21 ,2020
REPORT BY: Mark Reavis, AICP, NCARB

Whispering Winds/ Route 66 - Landmark Overlay Zoning Map Amendment

PROPERTY INFORMATION:
Address: 922 E. Route 66
Assessor's Parcel Number: 104-05-005
Property Owner: WW66. LLC,6164, Abineau Canyon Dr, Flagstaff AZ
Applicant: Jose R. Alvarado, Director of Sales, Ascend Capital Management
City Staff: Mark Reavis, HPO

BACKGROUND
The HPC has reviewed and approved the application for a historic sign & facade grant as a $10,000 matching grant for the full restoration of the Whispering Winds Motel Sign. The HPO has reviewed a submission by a sign company that accurately reestablishes the missing upper components of the historic sign that remains. The applicant will confirm that the project will comply with that HPO review with the sign contractor that is selected.

PREVIOUS HPC DECISIONS
HPC has reviewed and approved the grant with HPO follow up on compliance.

REQUEST
Conduct Public Hearing to meet the Neighborhood Meeting requirement for a Landmark Overlay Zoning Map Amendment for the purpose of restoring the historic Route 66 sign at 922 E Route 66 (Whispering Winds Motel).

STAFF RECOMMENDATION
Conduct Public Hearing that serves as Neighborhood meeting requirement. Receive public comment, close hearing.

DISCUSSION
Questions?

BASIS OF REPORT
Requirements for Grant compliance and public notification.

INFORMATION
Advertisement was published and property owners within 300 foot were notified by letter.

I. Landmark Overlay Zoning Map Amendment Findings

Landmark Overlay Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1: Significance and Integrity of the Proposed Landmark

The eligibility of the Motel for the National Register of Historic Places and specifics of the signs note its significant status. Review of the integrity of the remains of the sign by HPO City staff show that the property meets the findings for the Landmark Overlay.

B. Finding #2: Conformance and Consistency with the Regional Plan and applicable Specific Plans

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

The adoption of a Landmark Overlay for the Whispering Winds Historic Route 66 Motel Sign. The Regional Plan's policies related to Historic Preservation supports the preservation and restoration of historic buildings and architectural elements such as signs and the formal recognition of landmarks. This proposed Zoning Map amendment supports the preservation of the Motel as the caretaker of an irreplaceable community asset associated with Route 66 with the acknowledgment of the restoration of it sign in both the preservation and restoration of the resource and adaptive reuse to support the continues utilization of the motel.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences and Education)

Policy CC.2.2. Formally recognize heritage resources through designation as local landmarks and historic districts.

Policy CC.2.4. Support restoration and rehabilitation of historic housing, buildings, structures, and neighborhoods.

Policy CC.2.10. Educate the community and developers on the benefits of adaptive reuse and create policies to incentivize the reuse of historic buildings to maintain their integrity.

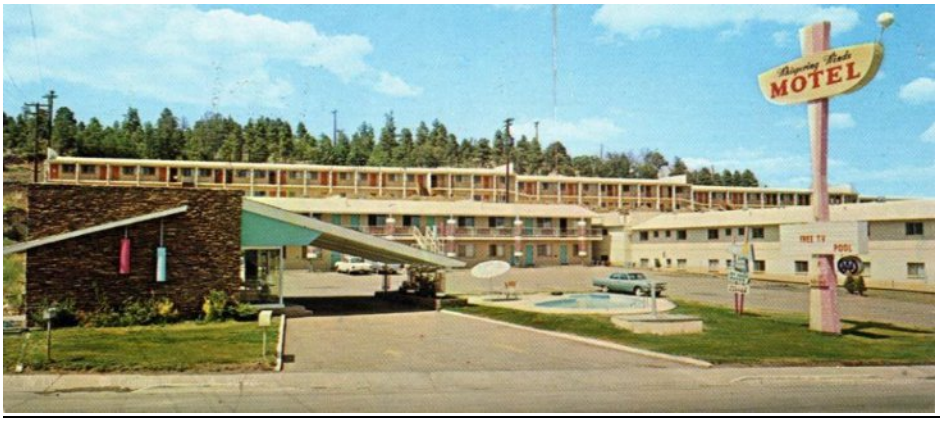
Policy CC.2.11. Assist businesses and residents who are caretakers of historic resources, maximize the economic value of their property without damaging the integrity of the historic resource.

b. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

Policy LU.10.3. Value the Historic Neighborhoods established around downtown by maintaining and improving their highly walkable character, transit accessibility, diverse mix of land uses, and historic building form.
Policy LU.11.5. Encourage adaptive re-use of historic structures for a variety of commercial spaces and housing options.

Preservation of the historic Whispering Winds sign related to the Route 66 Motel itself supports the character of the community and the use and reuse of the historic structures on the property.

ATTACHMENT



Post card image



Existing Sign Condition

CITY OF FLAGSTAFF HERITAGE PRESERVATION COMMISSION
STAFF REPORT

Amendment to Previous Staff Report

DATE: 1/29/2021
MEETING DATE: February 3rd, 2021
REPORT BY: Mark Reavis, AICP, NCARB

PZ-20-00141-02
Whispering Winds/ Route 66 - Landmark Overlay Zoning Map Amendment

PROPERTY INFORMATION:
Address: 922 E. Route 66
Assessor's Parcel Number: 104-05-005
Property Owner: WW66. LLC,6164, Abineau Canyon Dr, Flagstaff AZ
Applicant: Jose R. Alvarado, Director of Sales, Ascend Capital Management
City Staff: Mark Reavis, HPO

BACKGROUND
The HPC has previously reviewed and approved the application for a historic sign & facade grant as a $10,000 matching grant for the full restoration of the Whispering Winds Motel Sign. The HPO is currently reviewing a sign permit application that conforms to the Historic Facades and Sign Grant and is seeking confirmation of conformance from the commission.

PREVIOUS HPC DECISIONS
HPC has reviewed and approved the grant with HPO follow up on compliance.

STAFF RECOMMENDATION
Verify that the design graphics, sign permit and narrative are in compliance with the Historic Facades and Signs Grant Guidelines. (See sign permit application)

Make a motion to recommend approval of the Landmark Overlay zoning application (PZ-20-00141-02) to the Planning and Zoning Commission based on the finding that:

- the criteria of Flagstaff City Code 10-30.30.040.C.3 were met on October 21, 2020, and
- that the application meets the findings of Flagstaff City Code 10-30.30.040.E Individual Signs of Historic or Cultural Significance

DISCUSSION
At the August 2020 commission meeting, the commission approved a grant for the sign conditioned on approval of a Landmark Overlay. Based on the direction provided at the review of the grant, the HPO has a sign permit application and wants to verify that it matches what was approved previously.

At the October 2020 public hearing that occurred in lieu of a neighborhood meeting, the heritage Preservation Commission did not make a motion on the Landmark Overlay application. Though the commission indicated that the previous unanimous approval of the grant application was to move

forward, a specific motion on the Landmark Overlay application is needed before the Planning and Zoning Commission can consider the application.

This special meeting is being conducted to give the opportunity for a correct motion to be made and a recommendation be provided to the Planning and Zoning Commission.

The Minutes and attachments from the October 2020 meeting can be reviewed at: http://cityweb.flagstaffaz.gov/agendaquick/agenda_publish.cfm?id=&mt=ALL&get_month=10&get_year=2020&dsp=min&seq=1111

Staff has also attached the most up to date rendering of the proposed sign to verify that the work done by the Heritage Preservation officer is carrying out previous Commission direction faithfully.

BASIS OF REPORT

Flagstaff City Code 10-30.30.040.C.3

> *The Historic Preservation Officer's recommendation shall be transmitted to the Heritage Preservation Commission in the form of a staff report prior to a scheduled public meeting. The staff report shall include the following:*
>
> *a. An evaluation of the consistency and conformance of the proposed amendment with the goals of the General Plan and any applicable specific plans; and*
>
> *b. A recommendation on whether the proposed landmark property designation should be granted, granted with conditions to mitigate any anticipated impacts, or denied.*

10-30.30.040.E Individual Signs of Historic or Cultural Significance

> *1. Signs which may be unusual, significant, or meaningful to the City streetscape and the City's history may be worthy of special recognition and may be designated as a landmark property in accordance with the provisions of this division if they meet the following criteria:*
>
> *a. The sign has been in continuous existence at its present location for not less than 50 years;*
>
> *b. The sign is of exemplary technology, craftsmanship or design for the period in which it was constructed; uses historic sign materials or means of illumination; and/or is unique in that it demonstrates extraordinary aesthetic quality, creativity, or innovation;*
>
> *c. The sign is structurally safe or is capable of being made so without substantially altering its historical character or significance;*
>
> *d. If the sign has been altered, it must be restorable to its historic function and appearance; and*
>
> *e. The sign complies with movement, bracing, and illumination requirements contained in Section 10-50.100.050(D), Structure and Installation.*

Sara Dechter

From: Mark Reavis
Sent: Saturday, January 30, 2021 9:43 AM
To: Sara Dechter
Subject: FW: Whispering Winds Sign Permit

Email from Jose to have HPO represent client and sign.

Mark A. Reavis, AICP, NCARB

Heritage Preservation Officer/Neighborhood Planner
Planning & Development Services, 211 W. Aspen Av.
Community Development, Flagstaff AZ 86001
Phone/message: (928) 213-2633
Mark.Reavis@flagstaffaz.gov ww.flagstaff.az.gov

From: Jose Alvarado <jose@acm-jvt.com>
Sent: Friday, January 22, 2021 11:42 AM
To: Mark Reavis <mark.reavis@flagstaffaz.gov>
Subject: Re: Whispering Winds Sign Permit

Good Afternoon,

I authorize Mark Reavis to sign a sign permit on behalf of the Whispering Winds for the Whispering Winds Historic Sign Restoration at 922 W Route 66 Flagstaff, Arizona.

Thank you,

Jose R. Alvarado | Director of Sales | Ascend Capital Management | Days Hotel Flagstaff | Travelodge Route 66 | Econolodge University | The Northern Pines Restaurant | Mobile: (928) 310-9487 | Phone: (928) 779-6944 | Fax: (928) 774-3990 | Email: Jose@ACM-JVT.com

On Fri, Jan 22, 2021 at 11:21 AM Mark Reavis <mark.reavis@flagstaffaz.gov> wrote:

> Can you mention the motel Whispering Winds Historic Sign Restoration 922 W Route 66
>
>
> # Mark A. Reavis, AICP, NCARB
>
> Heritage Preservation Officer/Neighborhood Planner
>
> Planning & Development Services, 211 W. Aspen Av.
>
> Community Development, Flagstaff AZ 86001
>

Phone/message: (928) 213-2633

Mark.Reavis@flagstaffaz.gov ww.flagstaff.az.gov

From: jose@acm-jvt.com <jose@acm-jvt.com>
Sent: Friday, January 22, 2021 11:19 AM
To: Mark Reavis <mark.reavis@flagstaffaz.gov>
Cc: Sara Dechter <SDechter@flagstaffaz.gov>
Subject: RE: Whispering Winds Sign Permit

Good Afternoon Mark,

Do you need an email stating that you are authorized to sign a sign permit? I authorize Mark Reavis to sign a permit on behalf of our company.

Thank you,

Jose R. Alvarado | Director of Sales & Marketing | Ascend Capital Management | Days Hotel Flagstaff | Econolodge Flagstaff Route 66 | Whispering Winds Historic Route 66 Motel | Comfort Inn Near Grand Canyon | The Northern Pines Restaurant | Dirty Birdies Sports Bar & Grill | Ski Haus Flagstaff | LinkedIn Profile | Mobile: (928) 310-9487 | Phone: (928) 779-6944 | Fax: (928) 774-3990 | Email: Jose@ACM-JVT.com

---

From: Mark Reavis <mark.reavis@flagstaffaz.gov>
Sent: Friday, January 22, 2021 10:59 AM
To: Jose Alvarado <jose@acm-jvt.com>
Cc: Sara Dechter <SDechter@flagstaffaz.gov>
Subject: Whispering Winds Sign Permit

Jose; can you send me a quick email that gives me authorization to sign a sign permit…. ASAP

Mark A. Reavis, AICP, NCARB

Heritage Preservation Officer/Neighborhood Planner

Planning & Development Services, 211 W. Aspen Av.

Community Development, Flagstaff AZ 86001

Phone/message: (928) 213-2633

Mark.Reavis@flagstaffaz.gov ww.flagstaff.az.gov


Whispering Winds
MOTEL
CLEAN ROOMS
DAIL WEEKL RATE S
TV & PHONE MICRO R
WEEKLY
RATES
VACANCY
Zoning Code Map Amendment
Whispering Winds Historic Sign
Landmark Overlay
NEIGHBORHOOD MEETING
Charlie
egaard
R of FLAGSTAFF
rlie4Flagstaff.com

DRAFT MINUTES

HERITAGE PRESERVATION COMMISSION
WEDNESDAY
FEBRUARY 3, 2021

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
11:30 A.M.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Tammy Bishop 928-213-2611 (or 774-5281 TDD).
Notification at least 48 hours in advance will enable the City to make reasonable arrangements.

The video will be available on the City's website
(https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

1. **Call to Order** 11:31am

2. **Roll Call**
NOTE: One or more Commission Members may be in attendance telephonically or by other technological means.

DAVID HAYWARD,Chair
JERRY MCLAUGHLIN, Vice Chair
EMILY DALE
JILL HOUGH
CAITLIN KELLY
CHARLES WEBBER

3. **Public Comment**

At this time, any member of the public may address the Commission on any subject within their jurisdiction that is not scheduled before the Commission on that day. Due to Open Meeting Laws, the Commission cannot discuss or act on items presented during this portion of the agenda. To address the Commission on an item that is on the agenda, please wait for the Chair to call for Public Comment at the time the item is heard.

4.

PUBLIC HEARING

A. Whispering Winds Sign Design Review Clarification & updated Staff Report Amendment

Address: 922 E Route 66
Assessor's Parcel Number: 104-05-005
Property Owner: WW66 LLC
Applicant: HPO on behalf of owner and Jose R Alvarado, Director of Sales, Ascend Capital Management
City Staff: Mark Reavis

Review amended staff report and revised information with updated narrative and design submission

- Verify that the design graphics, sign permit and narrative are in compliance with the Historic Facades and Signs Grant Guidelines
- Recommend approval of the Landmark Overlay zoning application (PZ-20-00141-02) to the Planning and Zoning Commission based on the finding that:
  - the criteria of Flagstaff City Code 10-30.30.040.C.3 were met on October 21, 2020, and
  - that the application meets the findings of 10-30.30.040.E Individual Signs of Historic or Cultural Significance

Ask that staff request a continuation to a date certain of the Planning and Zoning Commission public hearing currently scheduled for February 24, 2021 and review an amended application at the regular February 17, 2021 Heritage Preservation Commission Meeting.

This project was previously approved in August for a Historic Facade and Sign Grant. A public hearing was conducted by the HPC in October for a required public meeting component for a Zoning Map Amendment application.

Confusion on which sign submission was approved for the grant. McLaughlin, Hayward, verify that Option 2 from #1 sign company is the correct sign for the grant. Asked if any disagreeed, none spoke.

Moved by David Hayward, **seconded by** Jerry McLaughlin Make a motion to recommend approval of the Landmark Overlay zoning application (PZ-20-00141-02) to the Planning and Zoning Commission based on the finding that:

- the criteria of Flagstaff City Code 10-30.30.040.C.3 were met on October 21, 2020, and
- that the application meets the findings of Flagstaff City Code 10-30.30.040.E Individual Signs of Historic or Cultural Significance

Vote: 6 - 0 - Unanimously

Moved by David Hayward, **seconded by** Jerry McLaughlin Amend the motion to approve that to include the finding that the design graphics, sign permit and narrative presented at this meeting are in compliance with the Historic Facades and Signs Grant Guidelines

Vote: 6 - 0 - Unanimously

5. MISCELLANEOUS ITEMS TO/FROM COMMISSION MEMBERS

6. ADJOURNMENT

Adjourn at 11:44am

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. This notice has been posted on the City's website and can be downloaded at www.flagstaff.az.gov.

Dated this _____ day of _____, 2020.

_____
Sara Dechter, Comprehensive Planning Manager

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Co-Submitter:	Stacey Brechler-Knaggs
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-09: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Coconino County Community College District and the City of Flagstaff to share fire training and education resources.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-09 by title only
2) City Clerk reads Resolution No. 2021-09 by title only (if approved above)
3) Adopt Resolution No. 2021-09

Executive Summary:

Coconino Community College (CCC) and the City have an Intergovernmental Agreement (IGA) which allows the sharing of resources such as the Flagstaff Fire Training Center and class room facilities at CCC. The IGA is amended to improve sharing of resources between the City and the CCC Fire and EMS program. The revisions allow for a more efficient management of shared resources and reduced expenses. Additionally, CCC makes available to the Flagstaff Fire Department, and our regional partners, classroom training and software technology, and a light and breathing air trailer in support of fire and emergency incidents in the Greater Flagstaff Region. Flagstaff Fire Department agrees to appropriately house and maintain the trailer.

Financial Impact:

Minimal annual maintenance of the light and breathing air trailer that we have been doing since 2015. In turn, this trailer is available for Fire Department use for working incidents, training and regional academies.

Policy Impact:

None

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community: Enhance community engagement & strengthen relationships between the community and public safety services.
Inclusive & Engaged Community: Enhance community involvement, education & regional partnerships to strengthen the level of public trust

High Performing Governance: Implement innovative local government programs, new ideas & best practices; be recognized as a model for others to follow.

Regional Plan
Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical and ambulance transport services.

Has There Been Previous Council Decision on This:

Yes, council approved resolution number 2020-12 on 4/07/2020 which was the last IGA between CCC and the City.

Options and Alternatives:

Council may elect to:
- Approve the proposed IGA
- Amend the proposed IGA
- Disapprove the IGA

Background/History:

The Fire Department and CCC have been actively working together for joint training purposes at this facility since it was built in 2008. Dozens of current firefighters were certified through CCC and the use of the FFD training center to be qualified for hiring in the Greater Flagstaff Region.

Key Considerations:

Great partnership between the City of Flagstaff and one of our local educational partners.

Community Benefits and Considerations:

Helps with meeting council goals and community partnering.

Attachments: Res. 2021-09
IGA

RESOLUTION NO. 2021-09

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COCONINO COUNTY COMMUNITY COLLEGE DISTRICT AND THE CITY OF FLAGSTAFF FOR SHARING OF RESOURCES

RECITALS:

WHEREAS, the parties each engage in the training and education of firefighters and emergency medical technicians and seek to use each parties' facilities and equipment to conduct training and education; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, and that the undertaking will benefit the public; and

WHEREAS, this Agreement is made under the authority of Arizona Revised Statues Section 11-952 as a joint exercise of powers.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 2nd day of March, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
between
Coconino County Community College District and
City of Flagstaff
for Sharing of Resources

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement") is entered into this_____day of_____, 2021 by and between **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT**, an Arizona community college district, with offices at 2800 South Lone Tree Road, Flagstaff, Arizona ("College"), and the **CITY OF FLAGSTAFF**, an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("City"). College and City may be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. College and City each engage in training and education of firefighters and emergency medical technicians; and
B. College wishes to utilize City's Firefighting Training Facility ("FTF") to conduct training and education classes; and
C. City wishes to use College's facilities and equipment for training and education in emergency response; and
D. City is willing to make the FTF available to College for training and education purposes, subject to the terms and conditions set forth in this Agreement; and
E. College is willing to make classroom space and equipment available to City for training and education purposes, subject to the terms and conditions set forth in this Agreement; and
F. College and City are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. § 11-952.

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

1. City's Obligations.

City agrees as follows:

1.1. Use of Fire Training Facility. City shall make the FTF available to College, at no charge, for educational and training purposes, subject to the provisions of this Agreement.

1.2. City Liaison. City will appoint a liaison as a point of contact for College and to coordinate College's use of the FTF.

1.3. College's Policies and Procedures. City agrees to abide by and enforce College's policies and procedures when City uses College classroom space, facilities, and equipment.

2. College's Obligations

College agrees as follows

2.1. Classroom Space on Lone Tree Campus. College shall make classroom space and equipment on College's Lone Tree Road Campus available to City, at no charge, for fire science educational and training purposes when requested by City; provided such scheduling and use of classroom space and equipment does not interfere with previously scheduled College classes.

2.2. Request for Use of FTF. College agrees to provide, at or before the beginning of each semester according to College's academic calendar, a written request for use of the FTF on specific dates and times with a list of equipment needed for each class session.

2.3. Conduct of Training and Education Classes. College agrees to conduct its training and education classes and programs at the FTF in a manner consistent with City's and Flagstaff Fire Department ("FFD") policies and procedures. College agrees that all drills and exercises will follow FFD policies and procedures.

2.4. Return of Equipment; Damage. College agrees that its designated Safety Officer will oversee the use and transportation of all City equipment and vehicles utilized by College during any and all College training activities. The Safety Officer shall report in writing any and all damage to FTF equipment, vehicles, or the FTF facility to the On-Duty Battalion Chief. The Safety Officer and College lead instructor will do a facility walk through and safety briefing before each class.

2.5. Fuel and Propane Costs and Use.

2.5.1. College agrees to reimburse City for all costs and expenses associated with fuel used or consumed during College training activities that utilize a City or FTF vehicle. For purposes of calculating this reimbursement, the Parties agree that the amount of fuel used or consumed will be approximately eight (8) gallons for a full-day event; provided, however, College's actual fuel use and consumption will be monitored and confirmed by City during College drills and training exercises and reimbursements to City will be based on actual fuel pricing at the time of the drills and training exercises.

2.5.2. College agrees to purchase and/or replace all propane used or consumed during College drills and training exercises. College's propane use and consumption will be monitored and confirmed by City during College drills and training exercises. College agrees to purchase and/or replace the propane used or consumed at least once each semester.

2.6. Materials and Supplies. Except as provided in Section 2.5 on Fuel and Propane Costs and Use, College agrees to provide all expendable or consumable supplies and materials utilized during College's drills and training exercises. These supplies and materials include, but are not limited to:

(a) Foam
(b) Liquid Smoke
(c) Fire Extinguishers
(d) Mannequins
(e) Extrication vehicles

2.7. Condition of FTF after Use. Upon completion of any educational or training session or class at the FTF, College will return FTF and its adjacent grounds and classroom to the condition they were in at the start of the session or class. College agrees to remove all College equipment, materials, supplies, and other items from the FTF, unless otherwise agreed to by the On-Duty Battalion Chief.

2.8. Insurance. College agrees to maintain sufficient liability and workers compensation insurance to cover any injuries sustained by College staff or students. The college further agrees to carry sufficient insurance to cover repairs to or replacement of any City-owned equipment, tools, or vehicles caused by College students or instructors during these training activities.

2.9. List of Fire Science Instructors. Prior to the start of each semester under College's academic calendar, College will provide City with a list of College's fire science instructors, their qualifications, and their employing agency. If, during the semester, any of College's fire science instructors change or College learns of any changes to any information included on such list, College shall provide an updated list and/or information to City.

3. Mutual Obligations of the Parties.

City and College agrees as follows:

3.1. College Instructional Sessions at the FTF.

3.1.1. Safety Officers. College and City acknowledge and agree that certain instructional staff employed by College are also employed as firefighting personnel by City. College and City further acknowledge and agree that a designated safety officer must monitor and oversee all College drills and training exercises at FTF (the "Safety Officer"). For efficient and economical use of personnel employed by both College and City, College and City agree that:

3.1.1.1. The Safety Officer must, at all times, be a qualified firefighter employed by City;

3.1.1.2. College may designate an instructional staff member as the Safety Officer for any given College drill, training exercise, session, or classes at the FTF if the instructional staff member is also a qualified firefighter employed by City; and

3.1.1.3. If, for any reason, College is unable to designate a Safety Officer who is both an instructional staff member of College and a qualified firefighter employed by City, City agrees to provide a qualified firefighter to serve as the Safety Officer provided by City, subject to reimbursement by College for the cost of such qualified firefighter as provided herein.

3.1.1.4. If City provides a qualified firefighter to serve as the Safety Officer, the cost shall be reimbursed at the "burden rate" for the assigned firefighter, which will be calculated by the hourly pay rate for the assigned firefighter multiplied by the number of hours worked, plus all employee-related expenses associated with the wages and hours worked.

3.1.2. Engineers. College and City acknowledge and agree that certain instructional staff employed by College are also employed as firefighting personnel by City. College and City further acknowledge and agree that only a qualified firefighting engineer may operate a City vehicle during all College drills and training exercises at FTF (the "Engineer"), and that no College instructor or student who is not a qualified firefighting engineer employed by City may operate a City vehicle. For efficient and economical use of personnel employed by both College and City, College and City agree that:

3.1.2.1. The Engineer must, at all times, be a qualified firefighting engineer employed by City;

3.1.2.2. College may designate an instructional staff member as the Engineer for any given College drill, training exercise, session, or classes at the FTF if the instructional staff member is also a qualified firefighting engineer employed by City;

3.1.2.3. The Engineer may, but is not required to be, the same College instructional staff member designated to serve as Safety Officer; and

3.1.2.4. If, for any reason, College is unable to designate an Engineer who is both an instructional staff member of College and a qualified firefighting engineer employed by City, City agrees to provide a qualified firefighting engineer to serve as the Engineer subject to reimbursement by College for the cost of such qualified firefighter as provided herein.

3.1.2.5. If City provides a qualified firefighter to serve as the Engineer, the cost shall be reimbursed at the "burden rate" for the assigned firefighter, which will be calculated by the hourly pay rate for the assigned firefighter multiplied by the number of hours worked, plus all employee-related expenses associated with the wages and hours worked..

3.1.3. Pre-Approval of Designated Safety Officers and Engineers. The Parties agree that, prior to the start of each semester under College's academic calendar, a list of College's designated Safety Officers and Engineers will be submitted to City for approval. City shall review and either approve or disapprove individual College designees based on acceptable standards and qualifications to serve as a Safety Officer and/or Engineer. Such approval of disapproval shall be completed and returned to College prior to the start of College's semester term. If, at any time, a pre-approved Safety Officer or Engineer is unable to serve in such capacity, either temporarily or for the remainder of the semester, the Parties may agree on another individual to serve a Safety Officer or Engineer, which may include a qualified firefighter to serve as Safety Officer or Engineer provided by City, subject to reimbursement by College as provided in Sections 3.1.1.4and 3.1.2.5.

3.1.4. Safety and Operations During College Instructional Sessions at FTF. College and City agree that safety shall be a paramount concern during all College drills and training exercises at FTF. City and College further agree that the Safety Officer may, at any time, stop any College drill or training session that the Safety Officer determines is unsafe or to confirm whether FTF operational and safety policy and procedures are being followed and

maintained. College and City also agree that establishing and maintaining safe operations during College drills and safety exercises includes adherence to Sections 3.1.1, 3.1.2, 3.1.3, herein above.

3.2. Employees of College and City.

3.2.1. Employees of College. Throughout the term of this Agreement, an individual employed as an instructor by College shall remain an employee of College and subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to continuing approval by City under the terms and conditions of this Agreement. Should a College instructor violate City policy or procedure, City may withdraw its approval of the instructor under the terms and conditions of this Agreement. Upon such withdrawal of approval, College shall propose another qualified instructor and notify City in writing of the proposed substitute, who must be approved or disapproved in writing by City pursuant to the terms of this Agreement.

3.2.2. Employees of City. Throughout the term of this Agreement, an individual employed by City as a firefighter shall remain an employee of City and subject to the terms and conditions of the individual's employment contract and City policy, but shall also be subject to continuing approval by College under the terms and conditions of such individual's instructional or other contract with College, if any, and this Agreement. Should a City firefighter violate College policy or procedure, College may take any action authorized under College policy and procedure and such individual's contract with College, if any, and under this Agreement.

3.2.3. Operations, Supervision, and Employment-Related Expenses. Each Party agrees to be responsible for the conduct of its operations, the performance of obligations under this Agreement, and the actions of its own personnel while performing services under this Agreement. Each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation, and disability and other benefits.

3.2.4. Worker's Compensation. The Parties agree that this Agreement does not create or effect an intergovernmental joint operation, co-employment, or employment-employee arrangement. Nonetheless, the Parties further agree to comply with the requirements of Arizona's worker's compensation statute, Arizona Revised Statutes, Title 23, Chapter 6, including the provisions of A.R.S. § 23-1022(D)-(E) regarding intergovernmental agreements and notice to employees.

3.3. Facility Use Only. The Parties agree that this Agreement is limited to the express purposes and uses set forth in this Agreement and does not imply or establish any joint educational or instructional classes or programs, nor imply or establish any dual enrollment or dual credit classes or programs.

3.4. Risk to Health or Safety. If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present an unreasonable risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within forty-eight (48) hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences

within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

3.5. Confidential Records. The Parties do not anticipate sharing confidential records of any nature by either Party with the other Party. Nonetheless, the Parties agree that all student records shall be kept confidential and may be shared only in accordance with the Family Education Rights and Privacy Act (20 U.S.C. §1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, the applicable portions of the Health Insurance Portability and Accountability Act of 1996 (Pub.L. 104-191) ("HIPAA"), and applicable state laws and College policies controlling the disclosure of personally identifiable information from a student's education records. City acknowledges and agrees that this Section 3.5 extends to City employees who are also employed by College in an instructional capacity.

3.6. Storage and Use of College's Mobile Air Resupply Unit. The Parties acknowledge and agree that College is the owner of a mobile five-stage air compression system for filling self-contained breathing apparatuses used by fire fighters that is mounted on a trailer (identified by serial no. 5E2B11626E1049328) (the "Air Trailer"). City agrees that, during the term of this Agreement, College may store its Air Trailer in a City fire station to be determined by agreement of the Parties, and College agrees that City may use College's Air Trailer for emergency response and training within City's jurisdiction or the jurisdiction of any of City's mutual-aid partners. City's Fire Science Coordinator or designee will oversee the use and transportation of College's Air Trailer and all related equipment when utilized by City during trainings or incident response. The Fire Science Coordinator will report in writing any and all damage to College's Air Trailer and all related equipment to the Dean of Career and Technical Education promptly upon learning of such damage.

3.7. Temporary Storage Box. City agrees to allow College to place a temporary storage box onsite at FTF to allow College to store training supplies and equipment. College agrees that the temporary storage box must comply with all City ordinances, the Flagstaff City Code, and Flagstaff Fire Department policies and procedures. College agrees that City shall have the right to remove the temporary storage box if not in compliance after College has been given an opportunity to cure any such non-compliance.

3.8. Disposition of Property. The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, any equipment furnished or purchased by College for use in drills, training exercises, or classes at FTF shall be retained by College. Upon termination of this Agreement, any equipment furnished or purchased by City for use while utilizing College's classroom space and facilities shall be retained by City.

4. Effective Date and Term.

4.1 Effective Date. This Agreement will become effective for each PARTY after approval by its governing body (the “Effective Date”).

4.2 Term. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of five years, unless extended or terminated by action of the PARTIES.

5. Termination and Renewal

5.1. Either Party may terminate this Agreement immediately upon written notice if the other Party defaults in any obligation imposed on it under this Agreement and does not cure any such default within twenty (20) days after receipt of written notice from the Party not in default.

5.2. This Agreement may be terminated by either Party without cause upon thirty (30) days' written notice.

5.3. Renewal. This Agreement may be renewed for two (2) additional five (5) year periods, subject to agreement by the PARTIES. For the City of Flagstaff, the City Manager shall be authorized to approve such renewals

6. Conflict of Interest

The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Section 38-511 of the Arizona Revised Statutes.

7. Compliance with All Laws

Each PARTY shall comply with all federal, state, and local laws, rules and regulations.

8. Notices

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this section:

If to the City:	If to the College:
Fire Chief	Director of Purchasing & Auxiliary Services
Flagstaff Fire Department	Coconino Community College
City of Flagstaff	2800 S. Lone Tree Road
211 West Aspen Avenue	Flagstaff, Arizona 86005
Flagstaff, Arizona 86001	

9. Indemnification.

Each PARTY to this Agreement shall indemnify, defend and hold harmless the other PARTIES, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying PARTY or PARTIES, provided however, nothing herein shall be construed to expand the liability of any PARTY or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its PARTIES.

10. Liability Insurance

Each PARTY shall bear the risk of its own actions and shall determine for itself an appropriate level of liability insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a PARTY.

11. Severability.

In the event that a court of competent jurisdiction shall hold any part or provision of the Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the parties hereto.

12. Non-Assignability.

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

13. Non-Appropriation.

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement

14. No Third-Party Beneficiaries.

The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties to this Agreement, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

15. Records and Retention Requirements.

The Parties shall retain all records related to this Agreement, and each party shall have the right to inspect all records of the other party pertaining to the Agreement. The Parties shall retain all records related to this Agreement for a period of time consistent with each Party's records retention policy. This record retention requirement shall remain in effect following expiration of this Agreement.

16. Governing Law.

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

17. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

18. Compliance with Non-Discrimination Laws.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff	Coconino County Community College District
_____	_____
Mayor	President
Attest:	Attest:
_____	_____
City Clerk	Executive Assistant to the President
Approved as to form:	Approved as to form:
_____	_____
City Attorney	Attorney for the College

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
:	
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration and Adoption of Resolution No. 2021-10: A resolution of the Flagstaff City Council, approving Amendment No. 1 to an Intergovernmental Agreement, #19-0007325 and Resolution 2019-51 (IGA) between the State of Arizona, Department of Transportation (ADOT), and the City of Flagstaff (City) to include the replacement of Portland Cement Concrete Pavement (PCCP) within ADOT's Bridge Replacement Project.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2021-10 by title only
2) City Clerk reads Resolution No. 2021-10 by title only (if approved above)
3) Adopt Resolution No. 2021-10

Executive Summary:

Approval of Amendment No. 1 will authorize ADOT to procure the necessary work to replace the PCCP on Interstate 40 Business Route (I-40B). The cost of the work, $48,980.47, was reviewed and approved by the City's Change Order Committee on February 4, 2021. The cost of the PCCP work will be absorbed by the City's original contribution amount of $677,538.00.

Financial Impact:

This council action will approve the replacement of the PCCP into ADOT's Bridge Replacement Project and acknowledge the cost will be absorbed by the City's original contribution amount. There will be no additional cost to the City's Rio de Flag Flood Control Project.

Policy Impact:

No impact.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Sustainable, Innovative Infrastructure
Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs

Environmental Stewardship
Actively manage and protect all environmental and natural resources

Council Goal 2017 – 2019 - Transportation and Other Public Infrastructure
Deliver quality community assets and continue to advocate and implement a highly performing

multi-modal transportation system.

Council Goal 2017 – 2019 - Environmental and Natural Resources
Actively manage and protect all environmental and natural resources

Regional Plan – Policy WR 5
Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Team Flagstaff Strategic Plan – Priority 3
Deliver outstanding services through a healthy environment, resources, and infrastructure.

Has There Been Previous Council Decision on This:

Approval of ADOT IGA #19-0007325 and Adoption of Resolution 2019-51 by Council on October 15, 2019

Options and Alternatives:

1. Approve Amendment No. 1 will authorize the work into ADOT's Bridge Replacement Project and have the cost absorbed by the City's original contribution amount.
2. Reject Amendment No. 1 will forfeit the opportunity for work to be completed at this time and require the City to perform and fund the work.

Background/History:

ADOT has programmed, planned, and designed a project to replace the existing bridge that crosses the Rio de Flag at Route 66. The ADOT project is scheduled to take place during the construction seasons of 2020-2021.

The Rio de Flag Flood Control project is designing a Flagstaff Urban Foot Trail and the main stem (drainage structure) to extend beneath the Rt. 66 bridge. The depth of the drainage structure is below the existing channel elevation and the F.U.T.S is at or near the channel elevation. The City and ADOT have been coordinating a plan to construct the F.U.T.S and drainage structure in a safe and efficient manner.

As part of the ADOT's process, several City public utilities have been identified and are in conflict. ADOT had required the City to relocate the utilities allowing for a clear corridor. The relocation of the utilities is part of the utility clearance process. The City procured consultant services for the design of the utility relocation and procured construction services to construct the utility relocations in the spring of 2020. Included with the construction was the removal of temporary asphalt and replacement with Portland Cement Concrete Pavement (PCCP). Due to the traffic conditions related to detours and measures to cure for the strength of the PCCP, the work was not completed. The City requested and ADOT agreed to include the PCCP work with the ADOT project and have the cost absorbed into the funding that has already been transferred to ADOT.

The City's Change Order Committee reviewed and approved the PCCP work as a Change Order on February 4, 2021.

Key Considerations:

Approval of original ADOT IGA #19-0007325 and Resolution 2019-51, which provides the terms and conditions of the original agreement between the City of Flagstaff and ADOT. Review and approval of the PCCP work by the City's Change Order Committee. The cost of the PCCP work will be absorbed by the City's original contribution amount.

Expanded Financial Considerations:

The cost of the PCCP work will be absorbed by the City's original contribution amount. There will be no additional cost associated with the Rio de Flag Flood Control Project for the PCCP work. The City will be responsible to pay or be reimbursed for any difference between the estimated and actual costs for the ADOT project associated with the excavation and backfill line item as already outlined and approved in the original ADOT IGA #19-0007325 and Resolution 2019-51.

ADOT provided a cost estimate for the original IGA contribution amount. The cost was based on ADOT's past projects with the appropriate markups for engineering and administration.

Community Benefits and Considerations:

ADOT will be managing the project and overseeing the effects from construction.

Expanded Options and Alternatives:

1. Approve Amendment No. 1 will authorize the work into ADOT's Bridge Replacement Project and have the cost absorbed by the City's original contribution amount.
2. Reject Amendment No. 1 will forfeit the opportunity for work to be completed at this time. The City will be responsible to perform and fund the work prior to the completion of the ADOT Bridge Replacement Project.

Attachments:

Res. 2021-10
Draft Amendment 1 to IGA
ADOT IGA #19-0007325-I
Vicinity Map
Context Map
Presentation

RESOLUTION NO. 2021-10

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT 19-0007325-I, PREVIOUSLY APPROVED THROUGH RESOLUTION 2019-51, BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, AND THE CITY OF FLAGSTAFF TO INCLUDE THE REPLACMENT OF PORTLAND CEMENT CONCRETE PAVEMENT WITHIN THE ARIZONA DEPARTMENT OF TRANSPORTATION'S BRIDGE REPLACEMENT PROJECT.

RECITALS:

WHEREAS, On November 14, 2019, the State of Arizona, Department of Transportation, and the City of Flagstaff entered into an Intergovernmental Agreement, IGA 19-0007325-I / ADOT Project #H8905 01C ("IGA"), AG Contract No. P001 2019 001364 for the advertising, bid, award, excavation and backfill of the channel under the Rio de Flag bridge on Interstate 40 Business Route, and

WHEREAS, the City of Flagstaff contributed $677,538.00 through the executed IGA to the State of Arizona, Department of Transportation for all excavation and backfill costs, and will be responsible to pay or will be reimbursed for any differences in the actual cost of construction, and

WHEREAS, the City of Flagstaff requested that the Arizona Department of Transportation perform additional work to replace the Portland Cement Concrete Pavement within Interstate 40-Business Route to accommodate the future construction of the City of Flagstaff's Urban Trail System and the United States Army of Corps Engineers' drainage structure, and

WHEREAS, the cost of the Portland Cement Concrete Pavement replacement, $48,980.47, will be absorbed by the City of Flagstaff's original contribution, and

WHEREAS, the City Council has read and considered the staff summary report and proposed Amendment No.1 attached thereto and finds that it is in the best interests of the City to approve Amendment No. 1.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute Amendment No. 1 to the IGA between the State of Arizona, Department of Transportation, and the City of Flagstaff, attached hereto as Exhibit A, which shall become effective upon the signing and dating of the Determination Letter by the State's Attorney General following the execution of the Amendment No. 1 by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff on this 2nd day of March, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A - IGA

ADOT File No.: IGA 19-0007325-I
Amendment No. One: 21-0008077-I
AG Contract No.: P001 2019 001364
Project Location/Name: Rio De Flag Bridge, STR #295
Type of Work: Excavate and backfill
Federal-aid No.: B40-D(203)T
ADOT Project No.: H8905 01C
TIP/STIP No.: NA
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date _____, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 19-0007325-I, A.G. Contract No. P001 2019 001364, was executed on November 14, 2019, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the Project description. The Parties desire to amend the Original Agreement, as follows:

DRAFT

Consistent with the Original Agreement, the City has been invoiced and paid the estimated Project costs of $677,538.00, after the Project has been completed, the State will invoice or reimburse the City, as necessary.

I. RECITALS

Section I, Paragraph 3 is revised, as follows:

3. In conjunction with the State's bridge replacement project and at the request of the City, the State will advertise, bid and award, the excavation and backfill of the channel under the Rio De Flag Bridge (structure number 295), on Interstate 40 Business Route ("I-40B") at milepost 196.08, (the "Project"). The purpose of the Project is to accommodate the future construction of the City's Flagstaff Urban Trails System (FUTS) and the United States Army Corps of Engineers (USACE) drainage structure. The Project will also include replacement of Portland Cement Concrete Paving (PCCP) on I-40B. The City will contribute $677,538.00 and be solely responsible for all cost associated with river excavation, backfill, and PCCP replacement. The PCCP replacement change order cost is $48,980.47 and will be absorbed by the City's original contribution amount of $677,538.00

II. SCOPE OF WORK

(NO CHANGES)

III. MISCELLANEOUS PROVISIONS

(NO CHANGES)

EXCEPT AS AMENDED, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

DRAFT

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF FLAGSTAFF

By _____
PAUL DEASY
Mayor

ATTEST:

By _____
STACY SALTZBURG
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, PE
Division Director

DRAFT

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

_____ _____

City Attorney Date

DRAFT

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

ADOT CAR No.: IGA 19-0007325-I
AG Contract No.: P001 2019 001364
Project Location/Name: Rio De Flag Bridge, STR #295
Type of Work: Excavate and backfill
Federal-aid No.: B40-D(203)T
ADOT Project No.: H8905 01C
TIP/STIP No.: NA
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date November 14, 2019, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF FLAGSTAFF, acting by and through its Mayor and City Council (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. In conjunction with the State's bridge replacement project and at the request of the City, the State will advertise, bid and award, the excavation and backfill of the channel under the Rio De Flag Bridge (structure number 295), on Interstate 40 Business Route ("I-40B") at milepost 196.08, (the "Project"). The purpose of the Project is to accommodate the future construction of the City's Flagstaff Urban Trails System (FUTS) and the United States Army Corps of Engineers (USACE) drainage structure. The City will contribute $677,538.00 and be solely responsible for all river excavation and backfill costs.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

   b. The final Project amount may exceed the initial estimate, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate, including construction engineering (CE), construction contingency, and indirect costs at the rates noted in the Cost Estimate, as shown on Exhibit A, attached and made a part of this Agreement. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be reimbursed to the City. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's authorized agent for the Project.

   b. After this Agreement is executed, invoice the City for the costs associated with the Project estimated at $677,538.00. After the Project has been completed, the State will either invoice or reimburse the City for the difference between estimated and actual costs of the Project.

   c. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the City as appropriate.

   d. Notify the City of changes in pricing between the estimated and actual costs as soon as practicable.

   e. With FHWA authorization, proceed to administer construction: advertise, receive and open bids, award, and enter into a contract with the firm for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s).

   f. Confirm per established procedures of the State's Northcentral District Permit Office, that the City has a valid annual blanket encroachment permit on file for only routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree that any new construction or installation shall require a separate encroachment permit through the State's Northcentral District Permits Office, and shall issue those encroachment permits in accordance with established regulations and procedures based on scope of work.

   g. Notify the City of final inspection and acceptance of all the Project improvements.

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

3. The City will:

   a. Designate the State as the City's authorized agent for the Project.

   b. After the Agreement is effective, within 30 days of receipt of an invoice from the State, pay to the State $677,538.00 for the costs associated with the Project. Be responsible and pay for the difference between the estimated and actual costs of the Project within 30 days of receipt of an invoice.

   c. Review the design documents required for construction of the Project and provide comments to the State as appropriate.

   d. Not permit or allow any encroachments upon or private use of the public right-of-way during construction, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

   e. Grant to the State, its agents and/or contractors, by way of right-of-way permit, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said City rights-of-way. This temporary right will expire with completion of the Project.

   f. Maintain and follow requirements of a valid annual blanket encroachment permit for the routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Any new construction or installation shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's Northcentral District Permits Office. Notify the State's Northcentral District Permit Office of any emergency maintenance work affecting the State right-of-way.

   g. After final inspection and acceptance of the Project is complete, continue maintenance responsibility of all sidewalks constructed, modified, or relocated by the Project, in accordance with Master Maintenance Agreement 81-007-I or any subsequent maintenance agreements, at its sole expense.

III. MISCELLANEOUS PROVISIONS

1. Pursuant to this Agreement, the City designates ADOT as the City's authorized agent for the Project.

2. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

3. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

4. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made.

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.

5. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

6. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

7. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.

8. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

9. This Agreement shall be governed by and construed in accordance with Arizona laws.

10. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

11. The City shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the City at the request of ADOT.

12. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

13. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

14. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

15. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

16. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

17. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

18. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: Bret Petersen
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2680
BPetersen@FlagstaffAZ.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Flagstaff
Attn: Bret Petersen
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2680
BPetersen@FlagstaffAZ.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Flagstaff
Attn: Brandi Suda
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2217
BSuda@FlagstaffAZ.gov

19. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF FLAGSTAFF

By _____
CORAL EVANS
Mayor

STATE OF ARIZONA
Department of Transportation

DocuSigned by:
By _____
2C8F28BDDOBC4A2...
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
STACY SALTZBURG
City Clerk

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

IGA 19-0007325-I

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 7th day of November, 2019.

City Attorney

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

EXHIBIT A

IGA 19-0007325-I
Cost Estimate

H8905 01C (construction):

Estimated Construction Costs	$ 518,070.00
Construction Engineering at 14%	$ 72,530.00
Construction Contingencies at 5%	$ 25,904.00
Subtotal – Construction	**$ 616,504.00**
Indirect Cost Allocation Plan (ICAP) at 9.90%	**$ 61,034.00**
Estimated TOTAL City Project Cost	**$ 677,538.00**

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

RESOLUTION NO. 2019-51

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, AND THE CITY OF FLAGSTAFF FOR THE ADVERTISING, BID, AWARD, EXCAVATION AND BACKFILL OF THE CHANNEL UNDER THE RIO DE FLAG BRIDGE ON THE INTERSTATE – 40 BUSINESS ROUTE.

RECITALS:

WHEREAS, the State of Arizona, Department of Transportation, and the City of Flagstaff desire to enter into an intergovernmental agreement ("IGA") for the advertising, bid, award, excavation and backfill of the channel under the Rio de Flag bridge on Interstate 40 Business Route, and

WHEREAS, the City of Flagstaff had made the request of the Arizona Department of Transportation to perform the work to accommodate the future construction of the City of Flagstaff's Urban Trail System and the United States Army of Corps Engineers' drainage structure, and

WHEREAS, the City of Flagstaff will contribute $677,538.00 and be solely responsible for all excavation and backfill costs under the IGA, and

WHEREAS, the purpose of the IGA is to set forth the parties' respective duties and obligations with respect to the advertising, bid, award, excavation and backfill of the channel under the Rio de Flag bridge on the Interstate 40 Business Route; and

WHEREAS, the City Council has read and considered the staff summary report and proposed IGA attached thereto, and finds that it is in the best interests of the City to approve the IGA.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the State of Arizona, Department of Transportation, and the City of Flagstaff, attached hereto as Exhibit A, which shall become effective upon the date first executed by both parties ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

DocuSign Envelope ID: 884D337F-E70F-44FC-B547-1F794B96543C

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of October, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
Eli D. Golob
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8842
E-MAIL: ELI.GOLOB@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. P0012019001364 **(ADOT IGA/JPA 19-0007325-I)**, an Agreement between public agencies, the State of Arizona and the City of Flagstaff, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

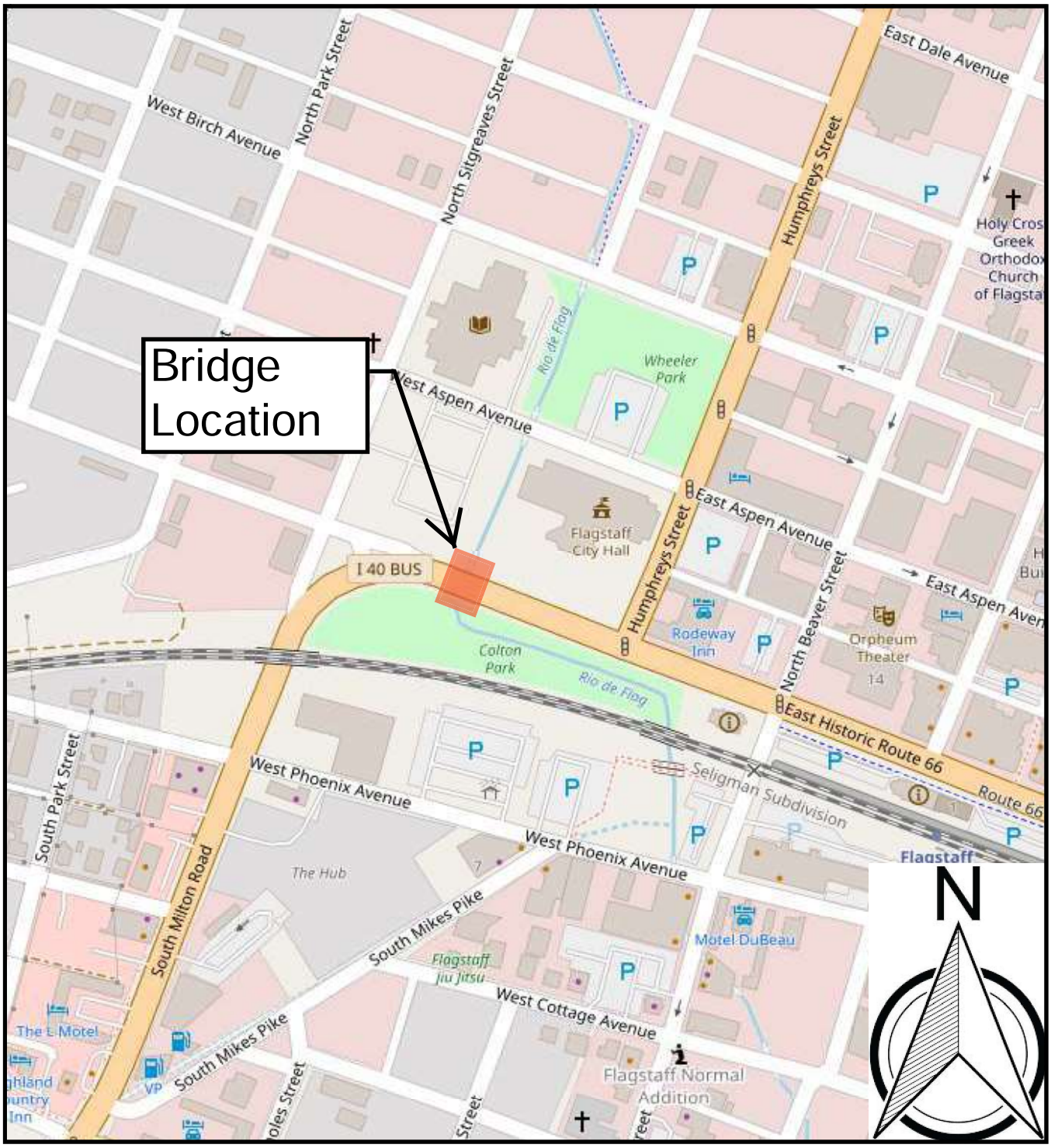
DATED: November 14, 2019

MARK BRNOVICH
Attorney General

ELI D. GOLOB
Assistant Attorney General
Transportation Section

EDG/sp/8344646

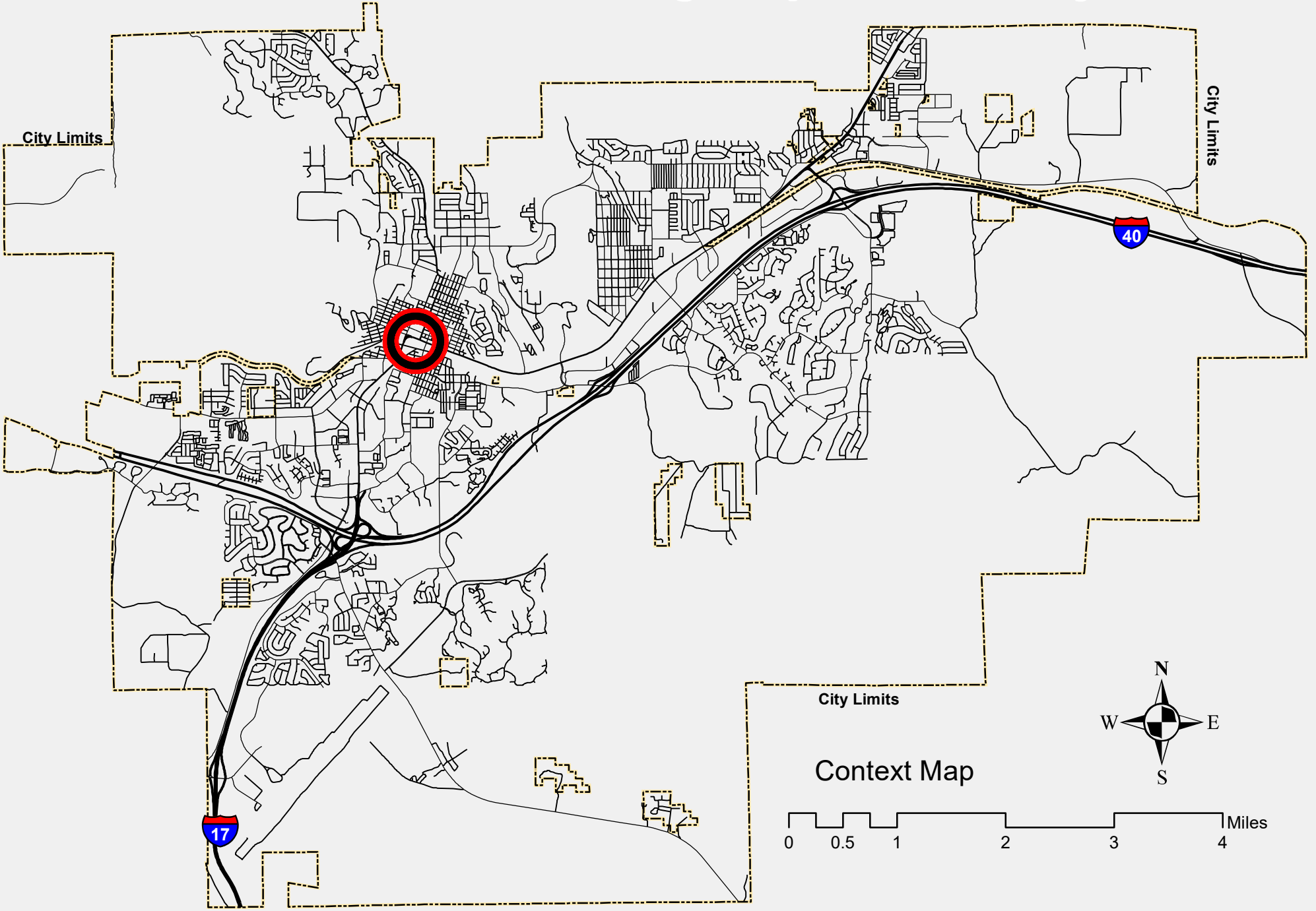
ADOT Route 66 Bridge Replacement Project



VICINITY MAP

N.T.S.

IGA/JPA ADOT Rt. 66 Bridge Replacement Project

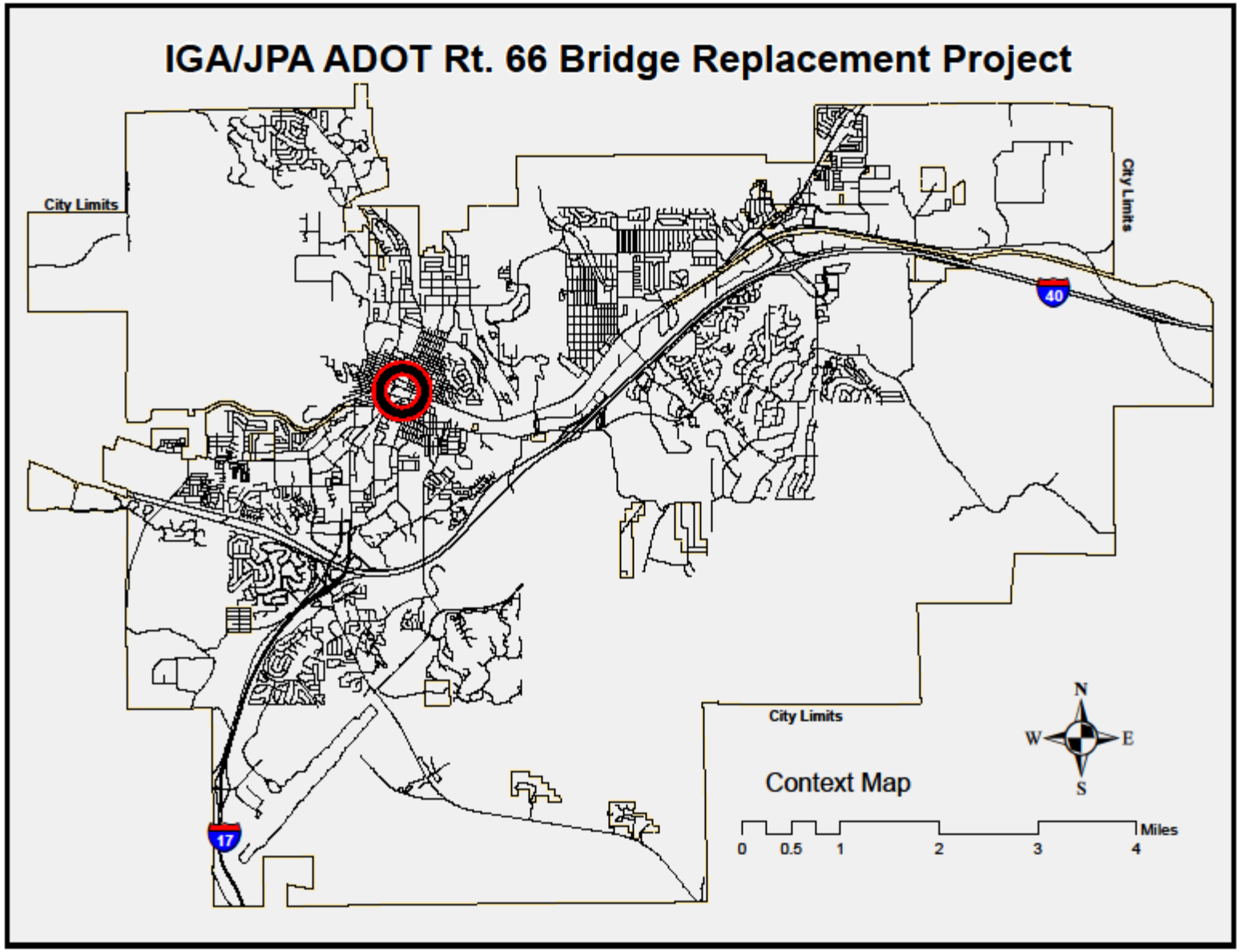


City of Flagstaff

Amendment No.1 to ADOT/City IGA

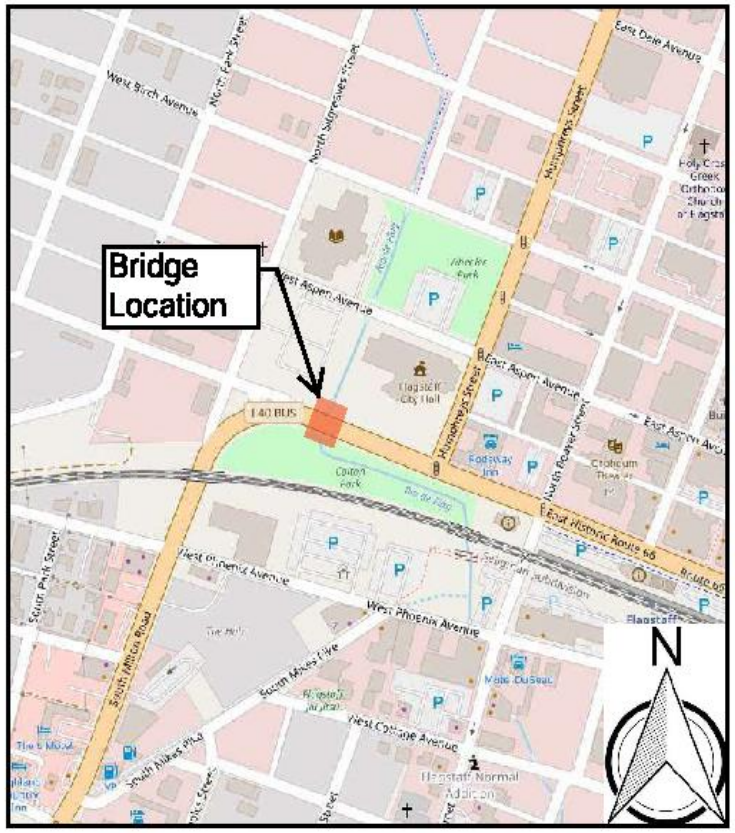
March 2, 2021

Context Map


IGA/JPA ADOT Rt. 66 Bridge Replacement Project
City Limits
City Limits
City Limits
40
66
17
N
W
E
S
Context Map
0
0.5
1
2
3
4
Miles

Vicinity Map

ADOT Route 66 Bridge Replacement Project



VICINITY MAP

N.T.S.

Resolution 2019-51

Council considered and approved IGA

- October 15, 2019
- IGA between City of Flagstaff and State of Arizona
- Include work for advertising, bid, award, excavation and backfill
  - Supports Rio de Flag Flood Control Project – Drainage structure and pedestrian path beneath new bridge
- City of Flagstaff contributed $677,538 for the work
  - Funded by Rio de Flag Flood Control Project
  - Work was based on estimate from State of Arizona

Resolution 2021-10

City of Flagstaff Utility Relocation Project, March 2020

- Relocate public infrastructure to support the State of Arizona's Project and the future Rio de Flag Flood Control Project
- Construction limitations prevented the placement of Portland Cement Concrete Pavement (PCCP)

Amendment No. 1 to the IGA

- Added work to place PCCP, performed by the State of Arizona
- Cost of work, $49,980.47, to be absorbed into the original IGA contribution amount
- No additional cost to the Rio de Flag Flood Control Project

Resolution 2021-10

Change Order Committee

- Reviewed and approved on February 4, 2021
- City of Flagstaff has authorized the State of Arizona's Change Order

Approval of Amendment No. 1 to the IGA

- State of Arizona will execute Amendment No. 1 to the IGA
- Complete the PCCP placement

Resolution 2021-10

Questions?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kevin Fincel, Deputy City Attorney
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE:

Consideration and Adoption of Ordinance No. 2021-03: An ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 6, Police Regulations, by adopting a new Chapter 6-10, Regulation of Recreational Marijuana.

STAFF RECOMMENDED ACTION:

At the March 2, 2021 Council Meeting:
1) Read Ordinance No. 2021-03 by title only for the first time
2) City Clerk reads Ordinance No. 2021-03 by title only (if approved above)
At the March 16, 2021 Council Meeting:
3) Read Ordinance No. 2021-03 by title only for the final time
4) City Clerk reads Ordinance No. 2021-03 by title only (if approved above)
5) Adopt Ordinance No. 2021-03

Executive Summary:

The “Smart and Safe Arizona Act” (the “Act”), certified as Proposition 207, was passed by Arizona voters at the November 3, 2020 general election and became effective on December 1, 2020. The Act declared that “the responsible adult use of marijuana should be legal for persons twenty-one years of age or older, subject to state regulation, taxation, and local ordinance.”

The Act decriminalizes the use and possession of up to one ounce of recreational marijuana by a person who is at least twenty-one years of age. Individuals who are at least twenty-one years of age can also legally grow and possess up to six marijuana plants, but no more than twelve plants can be grown at a single residence and cultivation must take place in an enclosed, secure area not visible from public view.

The Act also allows for Marijuana Establishments, which are entities licensed by the Arizona Department of Health Services to operate a retail location for the sale of recreational marijuana, an off-site marijuana cultivation facility, and an off-site manufacturing facility.

It remains illegal to drive while impaired by marijuana, and the Act does not allow the smoking of marijuana in a public or open space. In addition, cities are authorized to prohibit marijuana possession, sale, and other uses (vaping, ingesting, etc.) on city property and adopt the following regulations:

1. Enact reasonable zoning regulations that limit the use of land for marijuana establishments and marijuana testing facilities to specified areas (zoning regulations for recreational marijuana cannot be more restrictive than zoning regulations for medical marijuana dispensaries).
2. Limit the number of marijuana establishments or marijuana testing facilities, or both.
3. Prohibit marijuana establishments or marijuana testing facilities, or both.

4. Regulate the time, place and manner of marijuana establishment and marijuana testing facility operations.
5. Establish reasonable restrictions on public signage regarding marijuana, marijuana establishments and marijuana testing facilities.
6. Prohibit or restrict delivery within its jurisdiction.

Although the Act allows cities to prohibit marijuana establishments and marijuana testing facilities, it prohibits cities from adopting a regulation that "restricts or interferes with the ability of a dual licensee or an entity eligible to become a dual licensee to operate a nonprofit medical marijuana dispensary and a marijuana establishment cooperatively at shared locations."

Cities are authorized to tax the sale of recreational marijuana through a transaction privilege tax or use tax.

The Arizona Department of Health Services will eventually issue twenty-six marijuana establishment licenses under the Act across the State of Arizona for the purpose of encouraging social equity in marijuana establishment ownership. These licenses will be issued to applicants who qualify under the Social Equity Ownership Program.

The Arizona Department of Health Services must first adopt rules to create and implement a Social Equity Ownership Program to promote the ownership and operation of marijuana establishments by individuals disproportionately impacted by the enforcement of previous marijuana laws. During the rulemaking the Arizona Department of Health Services will post drafts and accept public comments.

The Department will begin accepting applications for these twenty-six licenses within six months of adopting the final rules for the Social Equity Ownership Program. The Department does not currently have a timeline for this rulemaking. As a result, this current ordinance may come back to City Council to allow for updates in light of the Social Equity Ownership Program and the potential for licensure under that Program.

Financial Impact:

The sale of recreational marijuana will be taxed by the City, thereby creating an additional revenue stream to fund City programs.

Policy Impact:

The adopted regulations will codify the City's policies related to recreational marijuana use and sales in Flagstaff.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

None.

Has There Been Previous Council Decision on This:

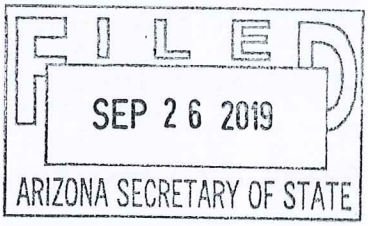
Council gave direction at prior work session.

Attachments: Smart and Safe Arizona Act
Presentation
Ord. 2021-03

OFFICIAL TITLE
AN INITIATIVE MEASURE

AMENDING SECTION 36-2817, ARIZONA REVISED STATUTES; AMENDING TITLE 36, ARIZONA REVISED STATUTES, BY ADDING CHAPTER 28.2; AMENDING TITLE 42, CHAPTER 5, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 10; AMENDING TITLE 43, CHAPTER 1, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 43-108; RELATING TO THE RESPONSIBLE ADULT USE, REGULATION AND TAXATION OF MARIJUANA.

TEXT OF PROPOSED AMENDMENT



Be it enacted by the People of the State of Arizona:

Section 1. Short title

This act may be cited as the "Smart and Safe Arizona Act".

Section 2. Findings and declaration of purpose

The People of the State of Arizona find and declare as follows:

1. In the interest of the efficient use of law enforcement resources, enhancing revenue for public purposes, and individual freedom, the responsible adult use of marijuana should be legal for persons twenty-one years of age or older, subject to state regulation, taxation, and local ordinance.

2. In the interest of the health and public safety of our citizenry, the legal adult use of marijuana should be regulated so that:

(a) Legitimate, taxpaying business people, and not criminal actors, conduct sales of marijuana.

(b) Marijuana sold in this state is tested, labeled and subject to additional regulations to ensure that consumers are informed and protected.

(c) Employers retain their rights to maintain drug-and-alcohol-free places of employment.

(d) The health and safety of employees in the marijuana industry are protected.

(e) Individuals must show proof of age before purchasing marijuana.

(f) Selling, transferring, or providing marijuana to minors and other individuals under the age of twenty-one remains illegal.

(g) Driving, flying or boating while impaired to the slightest degree by marijuana remains illegal.

Section 3. Section 36-2817, Arizona Revised Statutes, is amended to read:

36-2817. Medical marijuana fund; private donations

A. The medical marijuana fund is established consisting of fees collected, civil penalties imposed and private donations received under this chapter. The department shall administer the fund. Monies in the fund are continuously appropriated.

B. The director of the department may accept and spend private grants, gifts, donations, contributions and devises to assist in carrying out the provisions of this chapter.

C. Monies in the medical marijuana fund do not revert to the state general fund at the end of a fiscal year.

D. ON THE EFFECTIVE DATE OF THIS AMENDMENT TO THIS SECTION, THE DIRECTOR OF THE DEPARTMENT SHALL TRANSFER THE FOLLOWING SUMS FROM THE MEDICAL MARIJUANA FUND FOR THE FOLLOWING PURPOSES:

1. $15,000,000 TO THE ARIZONA TEACHERS ACADEMY FUND ESTABLISHED BY SECTION 15-1655.

2. $10,000,000 TO THE DEPARTMENT TO FUND THE FORMATION AND OPERATION OF COUNCILS, COMMISSIONS AND PROGRAMS DEDICATED TO IMPROVING PUBLIC HEALTH, INCLUDING TEEN SUICIDE PREVENTION, THE MATERNAL MORTALITY REVIEW PROGRAM, IMPROVING YOUTH HEALTH, SUBSTANCE ABUSE PREVENTION, ADDRESSING ADVERSE CHILDHOOD EXPERIENCES, THE ARIZONA POISON CONTROL SYSTEM ESTABLISHED PURSUANT TO SECTION 36-1161, THE ARIZONA HEALTH IMPROVEMENT PLAN, THE CHILD FATALITY REVIEW TEAM ESTABLISHED PURSUANT TO SECTION 36-3501 AND THE CHRONIC PAIN SELF MANAGEMENT PROGRAM.

3. $10,000,000 TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY TO DISTRIBUTE GRANTS FOR THE FOLLOWING PURPOSES:

(a) REDUCING IMPAIRED DRIVING, INCLUDING CONDUCTING TRAINING PROGRAMS AND PURCHASING EQUIPMENT FOR DETECTING, TESTING AND ENFORCING LAWS AGAINST DRIVING, FLYING OR BOATING WHILE IMPAIRED.

(b) EQUIPMENT, TRAINING AND PERSONNEL COSTS FOR DEDICATED TRAFFIC ENFORCEMENT.

4. $2,000,000 TO THE DEPARTMENT TO IMPLEMENT, CARRY OUT AND ENFORCE CHAPTER 28.2 OF THIS TITLE.

5. $4,000,000 TO THE DEPARTMENT TO DISTRIBUTE GRANTS TO QUALIFIED NONPROFIT ENTITIES THAT WILL PROVIDE OUTREACH TO INDIVIDUALS WHO MAY BE ELIGIBLE TO FILE PETITIONS FOR EXPUNGEMENT PURSUANT TO SECTION 36-2862 AND WILL ASSIST WITH THE EXPUNGEMENT PETITION PROCESS. THE DEPARTMENT SHALL DISTRIBUTE GRANTS PURSUANT TO THIS PARAGRAPH ON OR BEFORE JUNE 30, 2021.

6. $2,000,000 TO THE DEPARTMENT TO DEVELOP AND IMPLEMENT, IN CONJUNCTION WITH THE DEPARTMENT OF ECONOMIC SECURITY AND OTHER STATE AGENCIES, A SOCIAL EQUITY OWNERSHIP PROGRAM TO PROMOTE THE OWNERSHIP AND OPERATION OF MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES BY INDIVIDUALS FROM COMMUNITIES DISPROPORTIONATELY IMPACTED BY THE ENFORCEMENT OF PREVIOUS MARIJUANA LAWS. FOR THE PURPOSES OF THIS PARAGRAPH, "MARIJUANA ESTABLISHMENT" AND "MARIJUANA TESTING FACILITY" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2850.

7. $1,000,000 TO THE DEPARTMENT TO FUND PROGRAMS AND GRANTS TO QUALIFIED NONPROFIT ORGANIZATIONS FOR EDUCATION AND COMMUNITY OUTREACH RELATED TO CHAPTER 28.2 OF THIS TITLE.

8. $1,000,000 TO THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

FILED
SEP 26 2019
ARIZONA SECRETARY OF STATE

Section 4. Title 36, Arizona Revised Statutes, is amended by adding chapter 28.2, to read:

CHAPTER 28.2
RESPONSIBLE ADULT USE OF MARIJUANA

36-2850. Definitions

IN THIS CHAPTER, UNLESS THE CONTEXT REQUIRES OTHERWISE:

1. "ADVERTISE," "ADVERTISEMENT" AND "ADVERTISING" MEAN ANY PUBLIC COMMUNICATION IN ANY MEDIUM THAT OFFERS OR SOLICITS A COMMERCIAL TRANSACTION INVOLVING THE SALE, PURCHASE OR DELIVERY OF MARIJUANA OR MARIJUANA PRODUCTS.

2. "CHILD-RESISTANT" MEANS DESIGNED OR CONSTRUCTED TO BE SIGNIFICANTLY DIFFICULT FOR CHILDREN UNDER FIVE YEARS OF AGE TO OPEN, AND NOT DIFFICULT FOR NORMAL ADULTS TO USE PROPERLY.

3. "CONSUME," "CONSUMING" AND "CONSUMPTION" MEAN THE ACT OF INGESTING, INHALING OR OTHERWISE INTRODUCING MARIJUANA INTO THE HUMAN BODY.

4. "CONSUMER" MEANS AN INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE AND WHO PURCHASES MARIJUANA OR MARIJUANA PRODUCTS.

5. "CULTIVATE" AND "CULTIVATION" MEAN TO PROPAGATE, BREED, GROW, PREPARE AND PACKAGE MARIJUANA.

6. "DELIVER" AND "DELIVERY" MEAN THE TRANSPORTATION, TRANSFER OR PROVISION OF MARIJUANA OR MARIJUANA PRODUCTS TO A CONSUMER AT A LOCATION OTHER THAN THE DESIGNATED RETAIL LOCATION OF A MARIJUANA ESTABLISHMENT.

7. "DEPARTMENT" MEANS THE DEPARTMENT OF HEALTH SERVICES OR ITS SUCCESSOR AGENCY.

8. "DESIGNATED CAREGIVER," "EXCLUDED FELONY OFFENSE," "INDEPENDENT THIRD-PARTY LABORATORY," "NONPROFIT MEDICAL MARIJUANA DISPENSARY," "NONPROFIT MEDICAL MARIJUANA DISPENSARY AGENT," AND "QUALIFYING PATIENT" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2801.

9. "DUAL LICENSEE" MEANS AN ENTITY THAT HOLDS BOTH A NONPROFIT MEDICAL MARIJUANA DISPENSARY REGISTRATION AND A MARIJUANA ESTABLISHMENT LICENSE.

10. "EARLY APPLICANT" MEANS EITHER OF THE FOLLOWING:

(a) AN ENTITY SEEKING TO OPERATE A MARIJUANA ESTABLISHMENT IN A COUNTY WITH FEWER THAN TWO REGISTERED NONPROFIT MEDICAL MARIJUANA DISPENSARIES.

(b) A NONPROFIT MEDICAL MARIJUANA DISPENSARY THAT IS REGISTERED AND IN GOOD STANDING WITH THE DEPARTMENT.

11. "EMPLOYEE," "EMPLOYER," "HEALTH CARE FACILITY," AND "PLACES OF EMPLOYMENT" HAVE THE SAME MEANINGS PRESCRIBED IN THE SMOKE-FREE ARIZONA ACT, SECTION 36-601.01.

12. "GOOD STANDING" MEANS THAT A NONPROFIT MEDICAL MARIJUANA DISPENSARY IS NOT THE SUBJECT OF A PENDING NOTICE OF INTENT TO REVOKE ISSUED BY THE DEPARTMENT.

13. "INDUSTRIAL HEMP" HAS THE SAME MEANING PRESCRIBED IN SECTION 3-311.

14. "LOCALITY" MEANS A CITY, TOWN OR COUNTY.

15. "MANUFACTURE" AND "MANUFACTURING" MEAN TO COMPOUND, BLEND, EXTRACT, INFUSE OR OTHERWISE MAKE OR PREPARE A MARIJUANA PRODUCT.

16. "MARIJUANA":

(a) MEANS ALL PARTS OF THE PLANT OF THE GENUS CANNABIS, WHETHER GROWING OR NOT, AS WELL AS THE SEEDS FROM THE PLANT, THE RESIN EXTRACTED FROM ANY PART OF THE PLANT, AND EVERY COMPOUND, MANUFACTURE, SALT, DERIVATIVE, MIXTURE OR PREPARATION OF THE PLANT OR ITS SEEDS OR RESIN.

FILED
SEP 26 2019
ARIZONA SECRETARY OF STATE

(b) INCLUDES CANNABIS AS DEFINED IN SECTION 13-3401.

(c) DOES NOT INCLUDE INDUSTRIAL HEMP, THE FIBER PRODUCED FROM THE STALKS OF THE PLANT OF THE GENUS CANNABIS, OIL OR CAKE MADE FROM THE SEEDS OF THE PLANT, STERILIZED SEEDS OF THE PLANT THAT ARE INCAPABLE OF GERMINATION, OR THE WEIGHT OF ANY OTHER INGREDIENT COMBINED WITH MARIJUANA TO PREPARE TOPICAL OR ORAL ADMINISTRATIONS, FOOD, DRINK OR OTHER PRODUCTS.

17. "MARIJUANA CONCENTRATE":

(a) MEANS RESIN EXTRACTED FROM ANY PART OF A PLANT OF THE GENUS CANNABIS AND EVERY COMPOUND, MANUFACTURE, SALT, DERIVATIVE, MIXTURE OR PREPARATION OF THAT RESIN OR TETRAHYDROCANNABINOL.

(b) DOES NOT INCLUDE INDUSTRIAL HEMP OR THE WEIGHT OF ANY OTHER INGREDIENT COMBINED WITH CANNABIS TO PREPARE TOPICAL OR ORAL ADMINISTRATIONS, FOOD, DRINK OR OTHER PRODUCTS.

18. "MARIJUANA ESTABLISHMENT" MEANS AN ENTITY LICENSED BY THE DEPARTMENT TO OPERATE ALL OF THE FOLLOWING:

(a) A SINGLE RETAIL LOCATION AT WHICH THE LICENSEE MAY SELL MARIJUANA AND MARIJUANA PRODUCTS TO CONSUMERS, CULTIVATE MARIJUANA AND MANUFACTURE MARIJUANA PRODUCTS.

(b) A SINGLE OFF-SITE CULTIVATION LOCATION AT WHICH THE LICENSEE MAY CULTIVATE MARIJUANA, PROCESS MARIJUANA AND MANUFACTURE MARIJUANA PRODUCTS, BUT FROM WHICH MARIJUANA AND MARIJUANA PRODUCTS MAY NOT BE TRANSFERRED OR SOLD TO CONSUMERS.

(c) A SINGLE OFF-SITE LOCATION AT WHICH THE LICENSEE MAY MANUFACTURE MARIJUANA PRODUCTS AND PACKAGE AND STORE MARIJUANA AND MARIJUANA PRODUCTS, BUT FROM WHICH MARIJUANA AND MARIJUANA PRODUCTS MAY NOT BE TRANSFERRED OR SOLD TO CONSUMERS.

19. "MARIJUANA FACILITY AGENT" MEANS A PRINCIPAL OFFICER, BOARD MEMBER OR EMPLOYEE OF A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY WHO IS AT LEAST TWENTY-ONE YEARS OF AGE AND HAS NOT BEEN CONVICTED OF AN EXCLUDED FELONY OFFENSE.

20. "MARIJUANA PRODUCTS" MEANS MARIJUANA CONCENTRATE AND PRODUCTS THAT ARE COMPOSED OF MARIJUANA AND OTHER INGREDIENTS AND THAT ARE INTENDED FOR USE OR CONSUMPTION, INCLUDING EDIBLE PRODUCTS, OINTMENTS AND TINCTURES.

21. "MARIJUANA TESTING FACILITY" MEANS THE DEPARTMENT OR ANOTHER ENTITY THAT IS LICENSED BY THE DEPARTMENT TO ANALYZE THE POTENCY OF MARIJUANA AND TEST MARIJUANA FOR HARMFUL CONTAMINANTS.

22. "OPEN SPACE" MEANS A PUBLIC PARK, PUBLIC SIDEWALK, PUBLIC WALKWAY OR PUBLIC PEDESTRIAN THOROUGHFARE.

23. "PROCESS" AND "PROCESSING" MEAN TO HARVEST, DRY, CURE, TRIM OR SEPARATE PARTS OF THE MARIJUANA PLANT.

24. "PUBLIC PLACE" HAS THE SAME MEANING PRESCRIBED IN THE SMOKE-FREE ARIZONA ACT, SECTION 36-601.01.

25. "SMOKE" MEANS TO INHALE, EXHALE, BURN, CARRY OR POSSESS ANY LIGHTED MARIJUANA OR LIGHTED MARIJUANA PRODUCTS, WHETHER NATURAL OR SYNTHETIC.

36-2851. Employers; driving; minors; control of property; smoking in public places and open spaces

THIS CHAPTER:

1. DOES NOT RESTRICT THE RIGHTS OF EMPLOYERS TO MAINTAIN A DRUG-AND-ALCOHOL-FREE WORKPLACE OR AFFECT THE ABILITY OF EMPLOYERS TO HAVE WORKPLACE POLICIES RESTRICTING THE USE OF MARIJUANA BY EMPLOYEES OR PROSPECTIVE EMPLOYEES.

2. DOES NOT REQUIRE AN EMPLOYER TO ALLOW OR ACCOMMODATE THE USE, CONSUMPTION, POSSESSION, TRANSFER, DISPLAY, TRANSPORTATION, SALE OR CULTIVATION OF MARIJUANA IN A PLACE OF EMPLOYMENT.

3. DOES NOT ALLOW DRIVING, FLYING OR BOATING WHILE IMPAIRED TO EVEN THE SLIGHTEST DEGREE BY MARIJUANA OR PREVENT THIS STATE FROM ENACTING AND IMPOSING PENALTIES FOR DRIVING, FLYING OR BOATING WHILE IMPAIRED TO EVEN THE SLIGHTEST DEGREE BY MARIJUANA.

4. DOES NOT ALLOW AN INDIVIDUAL WHO IS UNDER TWENTY-ONE YEARS OF AGE TO PURCHASE, POSSESS, TRANSPORT OR CONSUME MARIJUANA OR MARIJUANA PRODUCTS.

5. DOES NOT ALLOW THE SALE, TRANSFER OR PROVISION OF MARIJUANA OR MARIJUANA PRODUCTS TO AN INDIVIDUAL WHO IS UNDER TWENTY-ONE YEARS OF AGE.

6. DOES NOT RESTRICT THE RIGHTS OF EMPLOYERS, SCHOOLS, DAY CARE CENTERS, ADULT DAY CARE FACILITIES, HEALTH CARE FACILITIES OR CORRECTIONS FACILITIES TO PROHIBIT OR REGULATE CONDUCT OTHERWISE ALLOWED BY THIS CHAPTER WHEN SUCH CONDUCT OCCURS ON OR IN THEIR PROPERTIES.

7. DOES NOT RESTRICT THE ABILITY OF AN INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY, PRIVATE CORPORATION, PRIVATE ENTITY OR PRIVATE ORGANIZATION OF ANY CHARACTER THAT

OCCUPIES, OWNS OR CONTROLS PROPERTY TO PROHIBIT OR REGULATE CONDUCT OTHERWISE ALLOWED BY THIS CHAPTER ON OR IN SUCH PROPERTY.

8. DOES NOT ALLOW ANY PERSON TO:

(a) SMOKE MARIJUANA IN A PUBLIC PLACE OR OPEN SPACE.

(b) CONSUME MARIJUANA OR MARIJUANA PRODUCTS WHILE DRIVING, OPERATING OR RIDING IN THE PASSENGER SEAT OR COMPARTMENT OF AN OPERATING MOTOR VEHICLE, BOAT, VESSEL, AIRCRAFT OR ANOTHER VEHICLE USED FOR TRANSPORTATION.

9. DOES NOT PROHIBIT THIS STATE OR A POLITICAL SUBDIVISION OF THIS STATE FROM PROHIBITING OR REGULATING CONDUCT OTHERWISE ALLOWED BY THIS CHAPTER WHEN SUCH CONDUCT OCCURS ON OR IN PROPERTY THAT IS OCCUPIED, OWNED, CONTROLLED OR OPERATED BY THIS STATE OR A POLITICAL SUBDIVISION OF THIS STATE.

10. DOES NOT AUTHORIZE A PERSON TO PROCESS OR MANUFACTURE MARIJUANA BY MEANS OF ANY LIQUID OR GAS, OTHER THAN ALCOHOL, THAT HAS A FLASHPOINT BELOW ONE HUNDRED DEGREES FAHRENHEIT, UNLESS PERFORMED BY A MARIJUANA ESTABLISHMENT.

11. DOES NOT REQUIRE A PERSON TO VIOLATE FEDERAL LAW OR TO IMPLEMENT OR FAIL TO IMPLEMENT A RESTRICTION ON THE POSSESSION, CONSUMPTION, DISPLAY, TRANSFER, PROCESSING, MANUFACTURING OR CULTIVATION OF MARIJUANA IF BY SO DOING THE PERSON WILL LOSE A MONETARY OR LICENSING-RELATED BENEFIT UNDER FEDERAL LAW.

12. DOES NOT SUPERSEDE OR ELIMINATE ANY EXISTING RIGHTS OR PRIVILEGES OF ANY PERSON EXCEPT AS SPECIFICALLY SET FORTH IN THIS CHAPTER.

13. DOES NOT LIMIT ANY PRIVILEGE OR RIGHT OF A NONPROFIT MEDICAL MARIJUANA DISPENSARY UNDER CHAPTER 28.1 OF THIS TITLE EXCEPT AS EXPRESSLY SET FORTH IN THIS CHAPTER.

14. DOES NOT LIMIT ANY PRIVILEGE OR RIGHT OF A QUALIFYING PATIENT OR DESIGNATED CAREGIVER UNDER CHAPTER 28.1 OF THIS TITLE.

36-2852. Allowable possession and personal use of marijuana, marijuana products and marijuana paraphernalia

A. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED IN SECTIONS 36-2851 AND 36-2853 AND NOTWITHSTANDING ANY OTHER LAW, THE FOLLOWING ACTS BY AN INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE ARE LAWFUL, ARE NOT AN OFFENSE UNDER THE LAWS OF THIS STATE OR ANY LOCALITY, MAY NOT CONSTITUTE THE BASIS FOR DETENTION, SEARCH OR ARREST, AND CANNOT SERVE AS THE SOLE BASIS FOR SEIZURE OR FORFEITURE OF ASSETS, FOR IMPOSING PENALTIES OF ANY KIND UNDER THE LAWS OF THIS STATE OR ANY LOCALITY OR FOR ABROGATING OR LIMITING ANY RIGHT OR PRIVILEGE CONFERRED OR PROTECTED BY THE LAWS OF THIS STATE OR ANY LOCALITY:

1. POSSESSING, CONSUMING, PURCHASING, PROCESSING, MANUFACTURING BY MANUAL OR MECHANICAL MEANS, INCLUDING SIEVING OR ICE WATER SEPARATION BUT EXCLUDING CHEMICAL EXTRACTION OR CHEMICAL SYNTHESIS, OR TRANSPORTING ONE OUNCE OR LESS OF MARIJUANA, EXCEPT THAT NOT MORE THAN FIVE GRAMS OF MARIJUANA MAY BE IN THE FORM OF MARIJUANA CONCENTRATE.

2. POSSESSING, TRANSPORTING, CULTIVATING OR PROCESSING NOT MORE THAN SIX MARIJUANA PLANTS FOR PERSONAL USE AT THE INDIVIDUAL'S PRIMARY RESIDENCE, AND POSSESSING, PROCESSING AND MANUFACTURING BY MANUAL OR MECHANICAL MEANS, INCLUDING SIEVING OR ICE WATER SEPARATION BUT EXCLUDING CHEMICAL EXTRACTION OR CHEMICAL SYNTHESIS, THE MARIJUANA PRODUCED BY THE PLANTS ON THE PREMISES WHERE THE MARIJUANA PLANTS WERE GROWN IF ALL OF THE FOLLOWING APPLY:

(a) NOT MORE THAN TWELVE PLANTS ARE PRODUCED AT A SINGLE RESIDENCE WHERE TWO OR MORE INDIVIDUALS WHO ARE AT LEAST TWENTY-ONE YEARS OF AGE RESIDE AT ONE TIME.

(b) CULTIVATION TAKES PLACE WITHIN A CLOSET, ROOM, GREENHOUSE OR OTHER ENCLOSED AREA ON THE GROUNDS OF THE RESIDENCE EQUIPPED WITH A LOCK OR OTHER SECURITY DEVICE THAT PREVENTS ACCESS BY MINORS.

(c) CULTIVATION TAKES PLACE IN AN AREA WHERE THE MARIJUANA PLANTS ARE NOT VISIBLE FROM PUBLIC VIEW WITHOUT USING BINOCULARS, AIRCRAFT OR OTHER OPTICAL AIDS.

3. TRANSFERRING ONE OUNCE OR LESS OF MARIJUANA, OF WHICH NOT MORE THAN FIVE GRAMS MAY BE IN THE FORM OF MARIJUANA CONCENTRATE, TO AN INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE IF THE TRANSFER IS WITHOUT REMUNERATION AND IS NOT ADVERTISED OR PROMOTED TO THE PUBLIC.

4. TRANSFERRING UP TO SIX MARIJUANA PLANTS TO AN INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE IF THE TRANSFER IS WITHOUT REMUNERATION AND IS NOT ADVERTISED OR PROMOTED TO THE PUBLIC.

5. ACQUIRING, POSSESSING, MANUFACTURING, USING, PURCHASING, SELLING OR TRANSPORTING PARAPHERNALIA RELATING TO THE CULTIVATION, MANUFACTURE, PROCESSING OR CONSUMPTION OF MARIJUANA OR MARIJUANA PRODUCTS.

FILED
SEP 26 2019
ARIZONA SECRETARY OF STATE

6. ASSISTING ANOTHER INDIVIDUAL WHO IS AT LEAST TWENTY-ONE YEARS OF AGE IN ANY OF THE ACTS DESCRIBED IN THIS SUBSECTION.

B. NOTWITHSTANDING ANY OTHER LAW, A PERSON WITH METABOLITES OR COMPONENTS OF MARIJUANA IN THE PERSON'S BODY IS GUILTY OF VIOLATING SECTION 28-1381, SUBSECTION A, PARAGRAPH 3 ONLY IF THE PERSON IS ALSO IMPAIRED TO THE SLIGHTEST DEGREE.

C. NOTWITHSTANDING ANY OTHER LAW, THE ODOR OF MARIJUANA OR BURNT MARIJUANA DOES NOT BY ITSELF CONSTITUTE REASONABLE ARTICULABLE SUSPICION OF A CRIME. THIS SUBSECTION DOES NOT APPLY WHEN A LAW ENFORCEMENT OFFICER IS INVESTIGATING WHETHER A PERSON HAS VIOLATED SECTION 28-1381.

36-2853. Violations; classification; civil penalty; additional fine; enforcement

A. NOTWITHSTANDING ANY OTHER LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER, A PERSON WHO POSSESSES AN AMOUNT OF MARIJUANA GREATER THAN THE AMOUNT ALLOWED PURSUANT TO SECTION 36-2852, BUT NOT MORE THAN TWO AND ONE-HALF OUNCES OF MARIJUANA, OF WHICH NOT MORE THAN TWELVE AND ONE-HALF GRAMS IS IN THE FORM OF MARIJUANA CONCENTRATE, IS GUILTY OF A PETTY OFFENSE.

B. NOTWITHSTANDING ANY OTHER LAW, A PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE AND WHO POSSESSES, CONSUMES, TRANSPORTS OR TRANSFERS WITHOUT REMUNERATION ONE OUNCE OR LESS OF MARIJUANA, OF WHICH NOT MORE THAN FIVE GRAMS IS IN THE FORM OF MARIJUANA CONCENTRATE, OR PARAPHERNALIA RELATING TO THE CONSUMPTION OF MARIJUANA OR MARIJUANA PRODUCTS:

1. FOR A FIRST VIOLATION, SHALL PAY A CIVIL PENALTY OF NOT MORE THAN $100 TO THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856 AND IN THE COURT'S DISCRETION MAY BE ORDERED TO ATTEND UP TO FOUR HOURS OF DRUG EDUCATION OR COUNSELING.
2. FOR A SECOND VIOLATION, IS GUILTY OF A PETTY OFFENSE, AND IN THE COURT'S DISCRETION MAY BE ORDERED TO ATTEND UP TO EIGHT HOURS OF DRUG EDUCATION OR COUNSELING.
3. FOR A THIRD OR SUBSEQUENT VIOLATION, IS GUILTY OF A CLASS 1 MISDEMEANOR.

C. A PERSON WHO SMOKES MARIJUANA IN A PUBLIC PLACE OR OPEN SPACE IS GUILTY OF A PETTY OFFENSE.

D. EXCEPT AS OTHERWISE PROVIDED IN CHAPTER 28.1 OF THIS TITLE AND NOTWITHSTANDING ANY OTHER LAW, ANY UNLICENSED PERSON WHO CULTIVATES MARIJUANA PLANTS PURSUANT TO SECTION 36-2852 WHERE THEY ARE VISIBLE FROM PUBLIC VIEW WITHOUT USING BINOCULARS, AIRCRAFT OR OTHER OPTICAL AIDS OR OUTSIDE OF AN ENCLOSED AREA THAT IS EQUIPPED WITH A LOCK OR OTHER SECURITY DEVICE THAT PREVENTS ACCESS BY MINORS IS GUILTY OF:

1. FOR A FIRST VIOLATION, A PETTY OFFENSE.
2. FOR A SECOND OR SUBSEQUENT VIOLATION, A CLASS 3 MISDEMEANOR.

E. A PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE AND WHO MISREPRESENTS THE PERSON'S AGE TO ANY OTHER PERSON BY MEANS OF A WRITTEN INSTRUMENT OF IDENTIFICATION OR WHO USES A FRAUDULENT OR FALSE WRITTEN INSTRUMENT OF IDENTIFICATION WITH THE INTENT TO INDUCE A PERSON TO SELL OR OTHERWISE TRANSFER MARIJUANA OR A MARIJUANA PRODUCT TO THE PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE IS GUILTY OF:

1. FOR A FIRST VIOLATION, A PETTY OFFENSE.
2. FOR A SECOND OR SUBSEQUENT VIOLATION, A CLASS 1 MISDEMEANOR.

F. A PERSON WHO IS UNDER TWENTY-ONE YEARS OF AGE AND WHO SOLICITS ANOTHER PERSON TO PURCHASE MARIJUANA OR A MARIJUANA PRODUCT IN VIOLATION OF THIS CHAPTER IS GUILTY OF:

1. FOR A FIRST VIOLATION, A PETTY OFFENSE.
2. FOR A SECOND OR SUBSEQUENT VIOLATION, A CLASS 3 MISDEMEANOR.

36-2854. Rules; licensing; early applicants; fees; civil penalty; legal counsel

A. THE DEPARTMENT SHALL ADOPT RULES TO IMPLEMENT AND ENFORCE THIS CHAPTER AND REGULATE MARIJUANA, MARIJUANA PRODUCTS, MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES. THOSE RULES SHALL INCLUDE REQUIREMENTS FOR:

1. LICENSING MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES, INCLUDING CONDUCTING INVESTIGATIONS AND BACKGROUND CHECKS TO DETERMINE ELIGIBILITY FOR LICENSING FOR MARIJUANA ESTABLISHMENT AND MARIJUANA TESTING FACILITY APPLICANTS, EXCEPT THAT:

(a) AN APPLICATION FOR A MARIJUANA ESTABLISHMENT LICENSE OR MARIJUANA TESTING FACILITY LICENSE MAY NOT REQUIRE THE DISCLOSURE OF THE IDENTITY OF ANY PERSON WHO IS ENTITLED TO A SHARE OF LESS THAN TEN PERCENT OF THE PROFITS OF AN APPLICANT THAT IS A PUBLICLY TRADED CORPORATION.

FILED
SEP 26 2019
ARIZONA SECRETARY OF STATE

(b) THE DEPARTMENT MAY NOT ISSUE MORE THAN ONE MARIJUANA ESTABLISHMENT LICENSE FOR EVERY TEN PHARMACIES THAT HAVE REGISTERED UNDER SECTION 32-1929, THAT HAVE OBTAINED A PHARMACY PERMIT FROM THE ARIZONA BOARD OF PHARMACY AND THAT OPERATE WITHIN THIS STATE.

(c) NOTWITHSTANDING SUBDIVISION (b) OF THIS PARAGRAPH, THE DEPARTMENT MAY ISSUE A MARIJUANA ESTABLISHMENT LICENSE TO NOT MORE THAN TWO MARIJUANA ESTABLISHMENTS PER COUNTY THAT CONTAINS NO REGISTERED NONPROFIT MEDICAL MARIJUANA DISPENSARIES, OR ONE MARIJUANA ESTABLISHMENT LICENSE PER COUNTY THAT CONTAINS ONE REGISTERED NONPROFIT MEDICAL MARIJUANA DISPENSARY. ANY LICENSE ISSUED PURSUANT TO THIS SUBDIVISION SHALL BE FOR A FIXED COUNTY AND MAY NOT BE RELOCATED OUTSIDE OF THAT COUNTY.

(d) THE DEPARTMENT SHALL ACCEPT APPLICATIONS FOR MARIJUANA ESTABLISHMENT LICENSES FROM EARLY APPLICANTS BEGINNING JANUARY 19, 2021 THROUGH MARCH 9, 2021. NOT LATER THAN SIXTY DAYS AFTER RECEIVING AN APPLICATION PURSUANT TO THIS SUBDIVISION, THE DEPARTMENT SHALL ISSUE A MARIJUANA ESTABLISHMENT LICENSE TO EACH QUALIFIED EARLY APPLICANT. IF THE DEPARTMENT HAS NOT ADOPTED FINAL RULES PURSUANT TO THIS SECTION AT THE TIME MARIJUANA ESTABLISHMENT LICENSES ARE ISSUED PURSUANT TO THIS SUBDIVISION, LICENSEES SHALL COMPLY WITH THE RULES ADOPTED BY THE DEPARTMENT TO IMPLEMENT CHAPTER 28.1 OF THIS TITLE EXCEPT THOSE THAT ARE INCONSISTENT WITH THIS CHAPTER.

(e) AFTER ISSUING MARIJUANA ESTABLISHMENT LICENSES TO QUALIFIED EARLY APPLICANTS, THE DEPARTMENT SHALL ISSUE MARIJUANA ESTABLISHMENT LICENSES AVAILABLE UNDER SUBDIVISIONS (b) AND (c) OF THIS PARAGRAPH BY RANDOM SELECTION AND ACCORDING TO RULES ADOPTED PURSUANT TO THIS SECTION. AT LEAST SIXTY DAYS PRIOR TO ANY RANDOM SELECTION, THE DEPARTMENT SHALL PROMINENTLY PUBLICIZE THE RANDOM SELECTION ON ITS WEBSITE AND THROUGH OTHER MEANS OF GENERAL DISTRIBUTION INTENDED TO REACH AS MANY INTERESTED PARTIES AS POSSIBLE AND SHALL PROVIDE NOTICE THROUGH AN EMAIL NOTIFICATION SYSTEM TO WHICH INTERESTED PARTIES CAN SUBSCRIBE.

(f) NOTWITHSTANDING SUBDIVISIONS (b) AND (c) OF THIS PARAGRAPH, AND NO LATER THAN SIX MONTHS AFTER THE DEPARTMENT ADOPTS FINAL RULES TO IMPLEMENT A SOCIAL EQUITY OWNERSHIP PROGRAM PURSUANT TO PARAGRAPH 9 OF THIS SUBSECTION, THE DEPARTMENT SHALL ISSUE TWENTY-SIX ADDITIONAL MARIJUANA ESTABLISHMENT LICENSES TO ENTITIES THAT ARE QUALIFIED PURSUANT TO THE SOCIAL EQUITY OWNERSHIP PROGRAM.

(g) LICENSES ISSUED BY THE DEPARTMENT TO MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES SHALL BE VALID FOR A PERIOD OF TWO YEARS.

2. LICENSING FEES AND RENEWAL FEES FOR MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES IN AMOUNTS THAT ARE REASONABLE AND RELATED TO THE ACTUAL COST OF PROCESSING APPLICATIONS FOR LICENSES AND RENEWALS AND THAT DO NOT EXCEED FIVE TIMES THE FEES PRESCRIBED BY THE DEPARTMENT TO REGISTER OR RENEW A NONPROFIT MEDICAL MARIJUANA DISPENSARY.

3. THE SECURITY OF MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES.

4. MARIJUANA ESTABLISHMENTS TO SAFELY CULTIVATE, PROCESS AND MANUFACTURE MARIJUANA AND MARIJUANA PRODUCTS.

5. TRACKING, TESTING, LABELING AND PACKAGING MARIJUANA AND MARIJUANA PRODUCTS, INCLUDING REQUIREMENTS THAT MARIJUANA AND MARIJUANA PRODUCTS BE:

(a) SOLD TO CONSUMERS IN CLEARLY AND CONSPICUOUSLY LABELED CONTAINERS THAT CONTAIN ACCURATE WARNINGS REGARDING THE USE OF MARIJUANA OR MARIJUANA PRODUCTS.

(b) PLACED IN CHILD-RESISTANT PACKAGING ON EXIT FROM A MARIJUANA ESTABLISHMENT.

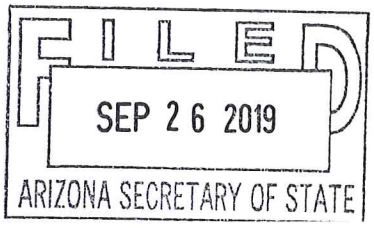
6. FORMS OF GOVERNMENT-ISSUED IDENTIFICATION THAT ARE ACCEPTABLE BY A MARIJUANA ESTABLISHMENT VERIFYING A CONSUMER'S AGE AND PROCEDURES RELATED TO VERIFYING A CONSUMER'S AGE CONSISTENT WITH SECTION 4-241. UNTIL THE DEPARTMENT ADOPTS FINAL RULES RELATED TO VERIFYING A CONSUMER'S AGE, MARIJUANA ESTABLISHMENTS SHALL COMPLY WITH THE PROOF OF LEGAL AGE REQUIREMENTS PRESCRIBED IN SECTION 4-241.

7. THE POTENCY OF EDIBLE MARIJUANA PRODUCTS THAT MAY BE SOLD TO CONSUMERS BY MARIJUANA ESTABLISHMENTS AT REASONABLE LEVELS UPON CONSIDERATION OF INDUSTRY STANDARDS, EXCEPT THAT THE RULES:

(a) SHALL LIMIT THE STRENGTH OF EDIBLE MARIJUANA PRODUCTS TO NO MORE THAN TEN MILLIGRAMS OF TETRAHYDROCANNABINOL PER SERVING OR ONE HUNDRED MILLIGRAMS OF TETRAHYDROCANNABINOL PER PACKAGE.

(b) SHALL REQUIRE THAT IF A MARIJUANA PRODUCT CONTAINS MORE THAN ONE SERVING, IT MUST BE DELINEATED OR SCORED INTO STANDARD SERVING SIZES AND HOMOGENIZED TO ENSURE UNIFORM DISBURSEMENT THROUGHOUT THE MARIJUANA PRODUCT.

8. ENSURING THE HEALTH, SAFETY AND TRAINING OF EMPLOYEES OF MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES.



SEP 26 2019
ARIZONA SECRETARY OF STATE

9. THE CREATION AND IMPLEMENTATION OF A SOCIAL EQUITY OWNERSHIP PROGRAM TO PROMOTE THE OWNERSHIP AND OPERATION OF MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES BY INDIVIDUALS FROM COMMUNITIES DISPROPORTIONATELY IMPACTED BY THE ENFORCEMENT OF PREVIOUS MARIJUANA LAWS.

B. THE DEPARTMENT MAY:

1. SUBJECT TO TITLE 41, CHAPTER 6, ARTICLE 10, DENY ANY APPLICATION SUBMITTED OR DENY, SUSPEND OR REVOKE, IN WHOLE OR IN PART, ANY REGISTRATION OR LICENSE ISSUED UNDER THIS CHAPTER IF THE REGISTERED OR LICENSED PARTY OR AN OFFICER, AGENT OR EMPLOYEE OF THE REGISTERED OR LICENSED PARTY DOES ANY OF THE FOLLOWING:

(a) VIOLATES THIS CHAPTER OR ANY RULE ADOPTED PURSUANT TO THIS CHAPTER.

(b) HAS BEEN, IS OR MAY CONTINUE TO BE IN SUBSTANTIAL VIOLATION OF THE REQUIREMENTS FOR LICENSING OR REGISTRATION AND, AS A RESULT, THE HEALTH OR SAFETY OF THE GENERAL PUBLIC IS IN IMMEDIATE DANGER.

2. SUBJECT TO TITLE 41, CHAPTER 6, ARTICLE 10, AND UNLESS ANOTHER PENALTY IS PROVIDED ELSEWHERE IN THIS CHAPTER, ASSESS A CIVIL PENALTY AGAINST A PERSON THAT VIOLATES THIS CHAPTER OR ANY RULE ADOPTED PURSUANT TO THIS CHAPTER IN AN AMOUNT NOT TO EXCEED $1,000 FOR EACH VIOLATION. EACH DAY A VIOLATION OCCURS CONSTITUTES A SEPARATE VIOLATION. THE MAXIMUM AMOUNT OF ANY ASSESSMENT IS $25,000 FOR ANY THIRTY-DAY PERIOD. IN DETERMINING THE AMOUNT OF A CIVIL PENALTY ASSESSED AGAINST A PERSON, THE DEPARTMENT SHALL CONSIDER ALL OF THE FACTORS SET FORTH IN SECTION 36-2816, SUBSECTION H. ALL CIVIL PENALTIES COLLECTED BY THE DEPARTMENT PURSUANT TO THIS PARAGRAPH SHALL BE DEPOSITED IN THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

3. AT ANY TIME DURING REGULAR HOURS OF OPERATION, VISIT AND INSPECT A MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY OR DUAL LICENSEE TO DETERMINE IF IT COMPLIES WITH THIS CHAPTER AND RULES ADOPTED PURSUANT TO THIS CHAPTER. THE DEPARTMENT SHALL MAKE AT LEAST ONE UNANNOUNCED VISIT ANNUALLY TO EACH FACILITY LICENSED PURSUANT TO THIS CHAPTER.

4. ADOPT ANY OTHER RULES NOT EXPRESSLY STATED IN THIS SECTION THAT ARE NECESSARY TO ENSURE THE SAFE AND RESPONSIBLE CULTIVATION, SALE, PROCESSING, MANUFACTURE, TESTING AND TRANSPORT OF MARIJUANA AND MARIJUANA PRODUCTS.

C. UNTIL THE DEPARTMENT ADOPTS RULES PERMITTING AND REGULATING DELIVERY BY MARIJUANA ESTABLISHMENTS PURSUANT TO SUBSECTION D OF THIS SECTION, DELIVERY IS UNLAWFUL UNDER THIS CHAPTER.

D. ON OR AFTER JANUARY 1, 2023, THE DEPARTMENT MAY, AND NO LATER THAN JANUARY 1, 2025 THE DEPARTMENT SHALL, ADOPT RULES TO PERMIT AND REGULATE DELIVERY BY MARIJUANA ESTABLISHMENTS. THE RULES SHALL:

1. REQUIRE THAT DELIVERY AND THE MARIJUANA AND MARIJUANA PRODUCTS TO BE DELIVERED ORIGINATE FROM A DESIGNATED RETAIL LOCATION OF A MARIJUANA ESTABLISHMENT AND ONLY AFTER AN ORDER IS MADE WITH THE MARIJUANA ESTABLISHMENT BY A CONSUMER.

2. PROHIBIT DELIVERY TO ANY PROPERTY OWNED OR LEASED BY THE UNITED STATES, THIS STATE, A POLITICAL SUBDIVISION OF THIS STATE OR THE ARIZONA BOARD OF REGENTS.

3. LIMIT THE AMOUNT OF MARIJUANA AND MARIJUANA PRODUCTS BASED ON RETAIL PRICE THAT MAY BE IN A DELIVERY VEHICLE DURING A SINGLE TRIP FROM THE DESIGNATED RETAIL LOCATION OF A MARIJUANA ESTABLISHMENT.

4. PROHIBIT EXTRA OR UNALLOCATED MARIJUANA OR MARIJUANA PRODUCTS IN DELIVERY VEHICLES.

5. REQUIRE THAT DELIVERIES BE MADE ONLY BY MARIJUANA FACILITY AGENTS IN UNMARKED VEHICLES THAT ARE EQUIPPED WITH A GLOBAL POSITIONING SYSTEM OR SIMILAR LOCATION TRACKING SYSTEM AND VIDEO SURVEILLANCE AND RECORDING EQUIPMENT, AND THAT CONTAIN A LOCKED COMPARTMENT IN WHICH MARIJUANA AND MARIJUANA PRODUCTS MUST BE STORED.

6. REQUIRE DELIVERY LOGS NECESSARY TO ENSURE COMPLIANCE WITH THIS SUBSECTION AND RULES ADOPTED PURSUANT TO THIS SUBSECTION.

7. REQUIRE INSPECTIONS TO ENSURE COMPLIANCE WITH THIS SUBSECTION AND RULES ADOPTED PURSUANT TO THIS SUBSECTION.

8. INCLUDE ANY OTHER PROVISIONS NECESSARY TO ENSURE SAFE AND RESTRICTED DELIVERY.

9. REQUIRE DUAL LICENSEES TO COMPLY WITH THE RULES ADOPTED PURSUANT TO THIS SUBSECTION.

E. EXCEPT AS PROVIDED IN SUBSECTION D OF THIS SECTION, THE DEPARTMENT MAY NOT PERMIT DELIVERY OF MARIJUANA OR MARIJUANA PRODUCTS UNDER THIS CHAPTER BY ANY INDIVIDUAL OR ENTITY. IN ADDITION TO ANY OTHER PENALTY IMPOSED BY LAW, AN INDIVIDUAL OR ENTITY THAT DELIVERS MARIJUANA OR MARIJUANA PRODUCTS IN A MANNER THAT IS NOT AUTHORIZED BY THIS CHAPTER SHALL PAY

A CIVIL PENALTY OF $20,000 PER VIOLATION TO THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856. THIS SUBSECTION MAY BE ENFORCED BY THE ATTORNEY GENERAL.

F. ALL RULES ADOPTED BY THE DEPARTMENT PURSUANT TO THIS SECTION SHALL BE CONSISTENT WITH THE PURPOSE OF THIS CHAPTER.

G. THE DEPARTMENT MAY NOT ADOPT ANY RULE THAT:

1. PROHIBITS THE OPERATION OF MARIJUANA ESTABLISHMENTS, EITHER EXPRESSLY OR THROUGH REQUIREMENTS THAT MAKE THE OPERATION OF A MARIJUANA ESTABLISHMENT UNDULY BURDENSOME.

2. PROHIBITS OR INTERFERES WITH THE ABILITY OF A DUAL LICENSEE TO OPERATE A MARIJUANA ESTABLISHMENT AND A NONPROFIT MEDICAL MARIJUANA DISPENSARY AT SHARED LOCATIONS.

H. NOTWITHSTANDING SECTION 41-192, THE DEPARTMENT MAY EMPLOY LEGAL COUNSEL AND MAKE AN EXPENDITURE OR INCUR AN INDEBTEDNESS FOR LEGAL SERVICES FOR THE PURPOSES OF:

1. DEFENDING THIS CHAPTER OR RULES ADOPTED PURSUANT TO THIS CHAPTER.

2. DEFENDING CHAPTER 28.1 OF THIS TITLE OR RULES ADOPTED PURSUANT TO CHAPTER 28.1 OF THIS TITLE.

I. THE DEPARTMENT SHALL DEPOSIT ALL LICENSE FEES, APPLICATION FEES AND RENEWAL FEES PAID TO THE DEPARTMENT PURSUANT TO THIS CHAPTER IN THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

J. ON REQUEST, THE DEPARTMENT SHALL SHARE WITH THE DEPARTMENT OF REVENUE INFORMATION REGARDING A MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY OR DUAL LICENSEE, INCLUDING ITS NAME, PHYSICAL ADDRESS, CULTIVATION SITE AND TRANSACTION PRIVILEGE TAX LICENSE NUMBER.

K. NOTWITHSTANDING ANY OTHER LAW, THE DEPARTMENT MAY:

1. LICENSE AN INDEPENDENT THIRD-PARTY LABORATORY TO ALSO OPERATE AS A MARIJUANA TESTING FACILITY.

2. OPERATE A MARIJUANA TESTING FACILITY.

L. THE DEPARTMENT SHALL MAINTAIN AND PUBLISH A CURRENT LIST OF ALL MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES BY NAME AND LICENSE NUMBER.

M. NOTWITHSTANDING ANY OTHER LAW, THE ISSUANCE OF AN OCCUPATIONAL, PROFESSIONAL OR OTHER REGULATORY LICENSE OR CERTIFICATION TO A PERSON BY A JURISDICTION OR REGULATORY AUTHORITY OUTSIDE THIS STATE DOES NOT ENTITLE THAT PERSON TO BE ISSUED A MARIJUANA ESTABLISHMENT LICENSE, A MARIJUANA TESTING FACILITY LICENSE, OR ANY OTHER LICENSE, REGISTRATION OR CERTIFICATION UNDER THIS CHAPTER.

36-2855. Marijuana facility agents; registration; card; rules

A. A MARIJUANA FACILITY AGENT SHALL BE REGISTERED WITH THE DEPARTMENT BEFORE WORKING AT A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY.

B. A PERSON WHO WISHES TO BE REGISTERED AS A MARIJUANA FACILITY AGENT OR RENEW THE PERSON'S REGISTRATION AS A MARIJUANA FACILITY AGENT SHALL:

1. SUBMIT A COMPLETED APPLICATION ON A FORM PRESCRIBED BY THE DEPARTMENT AND PAY A NONREFUNDABLE FEE THAT IS REASONABLE AND RELATED TO THE ACTUAL COST OF PROCESSING APPLICATIONS SUBMITTED PURSUANT TO THIS SECTION.

2. SUBMIT EVIDENCE THAT THE APPLICANT HOLDS A CURRENT LEVEL I FINGERPRINT CLEARANCE CARD ISSUED PURSUANT TO SECTION 41-1758.07, OR SUBMIT A FULL SET OF THE APPLICANT'S FINGERPRINTS FOR THE PURPOSE OF OBTAINING A STATE AND FEDERAL CRIMINAL RECORDS CHECK PURSUANT TO SECTION 41-1750 AND PUBLIC LAW 92-544. THE DEPARTMENT OF PUBLIC SAFETY MAY EXCHANGE THIS FINGERPRINT DATA WITH THE FEDERAL BUREAU OF INVESTIGATION WITHOUT DISCLOSING THAT THE RECORDS CHECK IS RELATED TO THIS CHAPTER AND ACTS ALLOWED BY THIS CHAPTER. THE DEPARTMENT OF PUBLIC SAFETY SHALL DESTROY EACH SET OF FINGERPRINTS AFTER THE CRIMINAL RECORDS CHECK IS COMPLETED.

C. IF THE DEPARTMENT DETERMINES THAT AN APPLICANT MEETS THE CRITERIA FOR REGISTRATION UNDER THIS CHAPTER AND RULES PURSUANT TO THIS CHAPTER, THE DEPARTMENT SHALL ISSUE THE APPLICANT A MARIJUANA FACILITY AGENT CARD THAT IS VALID FOR TWO YEARS.

D. A REGISTERED MARIJUANA FACILITY AGENT MAY BE EMPLOYED BY OR ASSOCIATED WITH ANY MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY. A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY SHALL PROMPTLY NOTIFY THE DEPARTMENT WHEN IT EMPLOYS OR BECOMES ASSOCIATED WITH A NEW MARIJUANA FACILITY AGENT. A MARIJUANA FACILITY AGENT SHALL PROMPTLY NOTIFY THE DEPARTMENT WHEN THE MARIJUANA FACILITY AGENT IS EMPLOYED BY OR BECOMES ASSOCIATED WITH A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY AND WHEN THE MARIJUANA FACILITY AGENT IS NO LONGER EMPLOYED BY OR ASSOCIATED WITH A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY.

FILED
SEP 26 2019
ARIZONA SECRETARY OF STATE

E. A NONPROFIT MEDICAL MARIJUANA DISPENSARY AGENT OF A DUAL LICENSEE WHO HAS APPLIED TO BE REGISTERED AS A MARIJUANA FACILITY AGENT MAY SERVE AS A MARIJUANA FACILITY AGENT OF THAT DUAL LICENSEE UNTIL THE DEPARTMENT HAS APPROVED OR REJECTED THE AGENT'S APPLICATION.

F. THE DEPARTMENT SHALL ADOPT RULES TO IMPLEMENT THIS SECTION.

36-2856. Smart and safe Arizona fund; disposition; exemption

A. THE SMART AND SAFE ARIZONA FUND IS ESTABLISHED CONSISTING OF ALL MONIES DEPOSITED PURSUANT TO SECTIONS 36-2854, 42-5452 AND 42-5503, PRIVATE DONATIONS AND INTEREST EARNED ON THOSE MONIES. MONIES IN THE FUND ARE CONTINUOUSLY APPROPRIATED. MONIES IN THE FUND AND ITS ACCOUNTS MAY NOT BE TRANSFERRED TO ANY OTHER FUND EXCEPT AS PROVIDED IN THIS SECTION, DO NOT REVERT TO THE STATE GENERAL FUND AND ARE EXEMPT FROM THE PROVISIONS OF SECTION 35-190 RELATING TO THE LAPSING OF APPROPRIATIONS. THE STATE TREASURER SHALL ADMINISTER THE FUND.

B. ALL MONIES IN THE SMART AND SAFE ARIZONA FUND MUST FIRST BE SPENT, AND THE STATE TREASURER SHALL TRANSFER MONIES FROM THE FUND, TO PAY:

1. THE ACTUAL REASONABLE COSTS INCURRED BY THE DEPARTMENT TO IMPLEMENT, CARRY OUT AND ENFORCE THIS CHAPTER AND RULES ADOPTED PURSUANT TO THIS CHAPTER.

2. THE ACTUAL REASONABLE COSTS INCURRED BY THE DEPARTMENT OF REVENUE TO IMPOSE AND ENFORCE THE TAX AUTHORIZED AND LEVIED BY SECTION 42-5452.

3. THE ACTUAL REASONABLE COSTS INCURRED BY THE SUPREME COURT AND THE DEPARTMENT OF PUBLIC SAFETY TO PROCESS PETITIONS FOR EXPUNGEMENT AND EXPUNGEMENT ORDERS PURSUANT TO SECTION 36-2862 AND TO OTHERWISE IMPLEMENT SECTION 36-2862.

4. THE ACTUAL REASONABLE COSTS INCURRED BY THE STATE TREASURER TO ADMINISTER THE FUND.

5. ANY OTHER MANDATORY EXPENDITURE OF STATE REVENUES REQUIRED BY THIS CHAPTER TO IMPLEMENT OR ENFORCE THE PROVISIONS OF THIS CHAPTER.

C. THE STATE TREASURER MAY PRESCRIBE FORMS NECESSARY TO MAKE TRANSFERS FROM THE SMART AND SAFE ARIZONA FUND PURSUANT TO SUBSECTION B OF THIS SECTION.

D. ON OR BEFORE JUNE 30 AND DECEMBER 31 OF EACH YEAR, THE STATE TREASURER SHALL TRANSFER ALL MONIES IN THE SMART AND SAFE ARIZONA FUND IN EXCESS OF THE AMOUNTS PAID PURSUANT TO SUBSECTION B OF THIS SECTION AS FOLLOWS:

1. 33 PERCENT TO COMMUNITY COLLEGE DISTRICTS AND PROVISIONAL COMMUNITY COLLEGE DISTRICTS, BUT NOT TO COMMUNITY COLLEGE TUITION FINANCING DISTRICTS ESTABLISHED PURSUANT TO SECTION 15-1409, FOR THE PURPOSES OF INVESTING IN AND PROVIDING WORKFORCE DEVELOPMENT PROGRAMS, JOB TRAINING, CAREER AND TECHNICAL EDUCATION, AND SCIENCE, TECHNOLOGY, ENGINEERING AND MATH PROGRAMS, AS FOLLOWS:

(a) 15 PERCENT OF THE 33 PERCENT DIVIDED EQUALLY BETWEEN EACH COMMUNITY COLLEGE DISTRICT.

(b) 0.5 PERCENT OF THE 33 PERCENT DIVIDED EQUALLY BETWEEN EACH PROVISIONAL COMMUNITY COLLEGE DISTRICT, IF ONE OR MORE PROVISIONAL COMMUNITY COLLEGE DISTRICTS EXIST.

(c) THE REMAINDER TO COMMUNITY COLLEGE DISTRICTS AND PROVISIONAL COMMUNITY COLLEGES DISTRICTS IN PROPORTION TO EACH DISTRICT'S FULL-TIME EQUIVALENT STUDENT ENROLLMENT PERCENTAGE OF THE TOTAL STATEWIDE AUDITED FULL-TIME EQUIVALENT STUDENT ENROLLMENT IN THE PRECEDING FISCAL YEAR PRESCRIBED IN SECTION 15-1466.01.

2. 31.4 PERCENT TO MUNICIPAL POLICE DEPARTMENTS, MUNICIPAL FIRE DEPARTMENTS, FIRE DISTRICTS ESTABLISHED PURSUANT TO TITLE 48, CHAPTER 5 AND COUNTY SHERIFFS' DEPARTMENTS IN PROPORTION TO THE NUMBER OF ENROLLED MEMBERS FOR EACH SUCH AGENCY IN THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM ESTABLISHED BY TITLE 38, CHAPTER 5, ARTICLE 4 AND THE PUBLIC SAFETY PERSONNEL DEFINED CONTRIBUTION PLAN ESTABLISHED BY TITLE 38, CHAPTER 5, ARTICLE 4.1, FOR PERSONNEL COSTS.

3. 25.4 PERCENT TO THE ARIZONA HIGHWAY USER REVENUE FUND ESTABLISHED BY SECTION 28-6533.

4. 10 PERCENT TO THE JUSTICE REINVESTMENT FUND ESTABLISHED BY SECTION 36-2863.

5. 0.2 PERCENT TO THE ATTORNEY GENERAL TO USE TO ENFORCE THIS CHAPTER, OR TO GRANT TO LOCALITIES TO ENFORCE THIS CHAPTER.

E. THE MONIES TRANSFERRED AND RECEIVED PURSUANT TO THIS SECTION:

1. ARE IN ADDITION TO ANY OTHER APPROPRIATION, TRANSFER OR OTHER ALLOCATION OF MONIES AND MAY NOT SUPPLANT, REPLACE OR CAUSE A REDUCTION IN OTHER FUNDING SOURCES.

2. ARE NOT CONSIDERED LOCAL REVENUES FOR THE PURPOSES OF ARTICLE IX, SECTIONS 20 AND 21, CONSTITUTION OF ARIZONA.

FILED
SEP 26 2019
ARIZONA SECRETARY OF STATE

FILED
SEP 26 2019
ARIZONA SECRETARY OF STATE

36-2857. Localities; marijuana establishments and marijuana testing facilities

A. A LOCALITY MAY:

1. ENACT REASONABLE ZONING REGULATIONS THAT LIMIT THE USE OF LAND FOR MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES TO SPECIFIED AREAS.

2. LIMIT THE NUMBER OF MARIJUANA ESTABLISHMENTS OR MARIJUANA TESTING FACILITIES, OR BOTH.

3. PROHIBIT MARIJUANA ESTABLISHMENTS OR MARIJUANA TESTING FACILITIES, OR BOTH.

4. REGULATE THE TIME, PLACE AND MANNER OF MARIJUANA ESTABLISHMENT AND MARIJUANA TESTING FACILITY OPERATIONS.

5. ESTABLISH REASONABLE RESTRICTIONS ON PUBLIC SIGNAGE REGARDING MARIJUANA, MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES.

6. PROHIBIT OR RESTRICT DELIVERY WITHIN ITS JURISDICTION.

B. A COUNTY MAY EXERCISE ITS AUTHORITY PURSUANT TO SUBSECTION A OF THIS SECTION ONLY IN UNINCORPORATED AREAS OF THE COUNTY.

C. A LOCALITY MAY NOT ENACT ANY ORDINANCE, REGULATION OR RULE THAT:

1. IS MORE RESTRICTIVE THAN A COMPARABLE ORDINANCE, REGULATION OR RULE THAT APPLIES TO NONPROFIT MEDICAL MARIJUANA DISPENSARIES.

2. MAKES THE OPERATION OF A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY UNDULY BURDENSOME IF THE LOCALITY HAS NOT PROHIBITED MARIJUANA ESTABLISHMENTS OR MARIJUANA TESTING FACILITIES.

3. CONFLICTS WITH THIS CHAPTER OR RULES ADOPTED PURSUANT TO THIS CHAPTER.

4. PROHIBITS THE TRANSPORTATION OF MARIJUANA BY A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY ON PUBLIC ROADS.

5. RESTRICTS OR INTERFERES WITH THE ABILITY OF A DUAL LICENSEE OR AN ENTITY ELIGIBLE TO BECOME A DUAL LICENSEE TO OPERATE A NONPROFIT MEDICAL MARIJUANA DISPENSARY AND A MARIJUANA ESTABLISHMENT COOPERATIVELY AT SHARED LOCATIONS.

6. EXCEPT AS EXPRESSLY AUTHORIZED BY THIS SECTION OR SECTION 36-2851, PROHIBITS OR RESTRICTS ANY CONDUCT OR TRANSACTION ALLOWED BY THIS CHAPTER, OR IMPOSES ANY LIABILITY OR PENALTY IN ADDITION TO THAT PRESCRIBED BY THIS CHAPTER FOR ANY CONDUCT OR TRANSACTION CONSTITUTING A VIOLATION OF THIS CHAPTER.

36-2858. Lawful operation of marijuana establishments and marijuana testing facilities

A. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED IN SECTION 36-2857 AND NOTWITHSTANDING ANY OTHER LAW, IT IS LAWFUL AND IS NOT AN OFFENSE UNDER THE LAWS OF THIS STATE OR ANY LOCALITY, MAY NOT CONSTITUTE THE BASIS FOR DETENTION, SEARCH OR ARREST, AND MAY NOT CONSTITUTE THE SOLE BASIS FOR SEIZURE OR FORFEITURE OF ASSETS OR THE BASIS FOR IMPOSING PENALTIES UNDER THE LAWS OF THIS STATE OR ANY LOCALITY FOR:

1. A MARIJUANA ESTABLISHMENT, OR AN AGENT ACTING ON BEHALF OF A MARIJUANA ESTABLISHMENT, TO:

(a) POSSESS MARIJUANA OR MARIJUANA PRODUCTS.

(b) PURCHASE, SELL OR TRANSPORT MARIJUANA AND MARIJUANA PRODUCTS TO OR FROM A MARIJUANA ESTABLISHMENT.

(c) SELL MARIJUANA AND MARIJUANA PRODUCTS TO CONSUMERS, EXCEPT THAT A MARIJUANA ESTABLISHMENT MAY NOT SELL MORE THAN ONE OUNCE OF MARIJUANA TO A CONSUMER IN A SINGLE TRANSACTION, NOT MORE THAN FIVE GRAMS OF WHICH MAY BE IN THE FORM OF MARIJUANA CONCENTRATE.

(d) CULTIVATE, PRODUCE, TEST OR PROCESS MARIJUANA OR MANUFACTURE MARIJUANA OR MARIJUANA PRODUCTS BY ANY MEANS INCLUDING CHEMICAL EXTRACTION OR CHEMICAL SYNTHESIS.

2. AN AGENT ACTING ON BEHALF OF A MARIJUANA ESTABLISHMENT TO SELL OR OTHERWISE TRANSFER MARIJUANA TO AN INDIVIDUAL UNDER TWENTY-ONE YEARS OF AGE, IF THE AGENT REASONABLY VERIFIED THAT THE INDIVIDUAL APPEARED TO BE TWENTY-ONE YEARS OF AGE OR OLDER BY MEANS OF A GOVERNMENT-ISSUED PHOTOGRAPHIC IDENTIFICATION IN COMPLIANCE WITH RULES ADOPTED PURSUANT TO SECTION 36-2854, SUBSECTION A, PARAGRAPH 6.

3. A MARIJUANA TESTING FACILITY, OR AN AGENT ACTING ON BEHALF OF A MARIJUANA TESTING FACILITY, TO OBTAIN, POSSESS, PROCESS, REPACKAGE, TRANSFER, TRANSPORT OR TEST MARIJUANA AND MARIJUANA PRODUCTS.

4. A NONPROFIT MEDICAL MARIJUANA DISPENSARY OR A MARIJUANA ESTABLISHMENT, OR AN AGENT ACTING ON BEHALF OF A NONPROFIT MEDICAL MARIJUANA DISPENSARY OR A MARIJUANA ESTABLISHMENT, TO SELL OR OTHERWISE TRANSFER MARIJUANA OR MARIJUANA PRODUCTS TO A NONPROFIT MEDICAL MARIJUANA DISPENSARY, A MARIJUANA ESTABLISHMENT OR AN AGENT ACTING ON BEHALF OF A NONPROFIT MEDICAL MARIJUANA DISPENSARY OR A MARIJUANA ESTABLISHMENT.

SEP 2 6 2019
ARIZONA SECRETARY OF STATE

5. ANY INDIVIDUAL, CORPORATION OR OTHER ENTITY TO SELL, LEASE OR OTHERWISE ALLOW PROPERTY OR GOODS THAT ARE OWNED, MANAGED OR CONTROLLED BY THE INDIVIDUAL, CORPORATION OR OTHER ENTITY TO BE USED FOR ANY ACTIVITY AUTHORIZED BY THIS CHAPTER, OR TO PROVIDE SERVICES TO A MARIJUANA ESTABLISHMENT, OR MARIJUANA TESTING FACILITY OR AGENT ACTING ON BEHALF OF A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY IN CONNECTION WITH ANY ACTIVITY AUTHORIZED BY THIS CHAPTER.

B. THIS SECTION DOES NOT PRECLUDE THE DEPARTMENT FROM IMPOSING PENALTIES AGAINST A MARIJUANA ESTABLISHMENT OR MARIJUANA TESTING FACILITY FOR FAILING TO COMPLY WITH THIS CHAPTER OR RULES ADOPTED PURSUANT TO THIS CHAPTER.

C. A MARIJUANA ESTABLISHMENT MAY BE OWNED OR OPERATED BY A PUBLICLY TRADED COMPANY.

D. NOTWITHSTANDING ANY OTHER LAW, A DUAL LICENSEE:

1. MAY HOLD A MARIJUANA ESTABLISHMENT LICENSE AND OPERATE A MARIJUANA ESTABLISHMENT PURSUANT TO THIS CHAPTER.

2. MAY OPERATE ON A FOR-PROFIT BASIS IF THE DUAL LICENSEE PROMPTLY NOTIFIES THE DEPARTMENT AND DEPARTMENT OF REVENUE AND TAKES ANY ACTIONS NECESSARY TO ENABLE ITS FOR-PROFIT OPERATION, INCLUDING CONVERTING ITS CORPORATE FORM AND AMENDING ITS ORGANIZATIONAL AND OPERATING DOCUMENTS.

3. MUST CONTINUE TO HOLD BOTH ITS MARIJUANA ESTABLISHMENT LICENSE AND NONPROFIT MEDICAL MARIJUANA DISPENSARY REGISTRATION, REGARDLESS OF ANY CHANGE IN OWNERSHIP OF THE DUAL LICENSEE, UNLESS IT TERMINATES ITS STATUS AS A DUAL LICENSEE AND FORFEITS EITHER ITS MARIJUANA ESTABLISHMENT LICENSE OR NONPROFIT MEDICAL MARIJUANA DISPENSARY REGISTRATION BY NOTIFYING THE DEPARTMENT OF SUCH A TERMINATION AND FORFEITURE.

4. MAY NOT BE REQUIRED TO:

(a) EMPLOY OR CONTRACT WITH A MEDICAL DIRECTOR.

(b) OBTAIN NONPROFIT MEDICAL MARIJUANA DISPENSARY AGENT OR MARIJUANA FACILITY AGENT REGISTRATIONS FOR OUTSIDE VENDORS THAT DO NOT HAVE REGULAR, UNSUPERVISED ACCESS TO THE INTERIOR OF THE DUAL LICENSEE.

(c) HAVE A SINGLE SECURE ENTRANCE AS REQUIRED BY SECTION 36-2806, SUBSECTION C, BUT MAY BE REQUIRED TO IMPLEMENT APPROPRIATE SECURITY MEASURES TO DETER AND PREVENT THE THEFT OF MARIJUANA AND TO REASONABLY REGULATE CUSTOMER ACCESS TO THE PREMISES.

(d) COMPLY WITH ANY OTHER PROVISION OF CHAPTER 28.1 OF THIS TITLE OR ANY RULE ADOPTED PURSUANT TO CHAPTER 28.1 OF THIS TITLE THAT MAKES ITS OPERATION AS A DUAL LICENSEE UNDULY BURDENSOME.

E. NOTWITHSTANDING ANY OTHER LAW, A DUAL LICENSEE THAT ELECTS TO OPERATE ON A FOR-PROFIT BASIS PURSUANT TO SUBSECTION D, PARAGRAPH 2 OF THIS SECTION:

1. IS SUBJECT TO THE TAXES IMPOSED PURSUANT TO TITLE 43.

2. IS NOT REQUIRED TO SUBMIT ITS ANNUAL FINANCIAL STATEMENTS OR AN AUDIT REPORT TO THE DEPARTMENT FOR PURPOSES OF RENEWING ITS NONPROFIT MEDICAL MARIJUANA DISPENSARY REGISTRATION.

F. NOTWITHSTANDING ANY OTHER LAW, A DUAL LICENSEE MUST CONDUCT BOTH OF THE FOLLOWING OPERATIONS AT A SHARED LOCATION:

1. SELL MARIJUANA AND MARIJUANA PRODUCTS TO CONSUMERS PURSUANT TO THIS CHAPTER.

2. DISPENSE MARIJUANA TO REGISTERED QUALIFYING PATIENTS AND REGISTERED DESIGNATED CAREGIVERS PURSUANT TO CHAPTER 28.1 OF THIS TITLE.

G. NOTWITHSTANDING CHAPTER 28.1 OF THIS TITLE OR ANY RULE ADOPTED PURSUANT TO CHAPTER 28.1 OF THIS TITLE, A DUAL LICENSEE MAY ENGAGE IN ANY ACT, PRACTICE, CONDUCT OR TRANSACTION ALLOWED FOR A MARIJUANA ESTABLISHMENT BY THIS CHAPTER.

H. NOTWITHSTANDING ANY OTHER LAW:

1. AN INDIVIDUAL MAY BE AN APPLICANT, PRINCIPAL OFFICER OR BOARD MEMBER OF MORE THAN ONE MARIJUANA ESTABLISHMENT OR MORE THAN ONE DUAL LICENSEE REGARDLESS OF THE ESTABLISHMENT'S LOCATION.

2. TWO OR MORE MARIJUANA ESTABLISHMENTS OR DUAL LICENSEES MAY DESIGNATE A SINGLE OFF-SITE LOCATION AS PRESCRIBED IN SECTION 36-2850, PARAGRAPH 18, SUBDIVISION (c) TO BE JOINTLY USED BY THOSE DUAL LICENSEES OR MARIJUANA ESTABLISHMENTS.

I. MARIJUANA ESTABLISHMENTS, MARIJUANA TESTING FACILITIES AND DUAL LICENSEES THAT ARE SUBJECT TO APPLICABLE FEDERAL OR STATE ANTIDISCRIMINATION LAWS MAY NOT PAY THEIR EMPLOYEES DIFFERENTLY BASED SOLELY ON A PROTECTED CLASS STATUS SUCH AS SEX, RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE OR DISABILITY. THIS SUBSECTION DOES NOT EXPAND OR MODIFY THE JURISDICTIONAL REACH, PROVISIONS OR REQUIREMENTS OF ANY APPLICABLE ANTI-DISCRIMINATION LAW.

36-2859. Advertising restrictions; enforcement; civil penalty

A. A MARIJUANA ESTABLISHMENT OR NONPROFIT MEDICAL MARIJUANA DISPENSARY MAY ENGAGE IN ADVERTISING.

B. AN ADVERTISING PLATFORM MAY HOST ADVERTISING ONLY IF ALL OF THE FOLLOWING APPLY:

1. THE ADVERTISING IS AUTHORIZED BY A MARIJUANA ESTABLISHMENT OR NONPROFIT MEDICAL MARIJUANA DISPENSARY.

2. THE ADVERTISING ACCURATELY AND LEGIBLY IDENTIFIES THE MARIJUANA ESTABLISHMENT OR NONPROFIT MEDICAL MARIJUANA DISPENSARY RESPONSIBLE FOR THE CONTENT OF THE ADVERTISING BY NAME AND LICENSE NUMBER OR REGISTRATION NUMBER.

C. ANY ADVERTISING UNDER THIS CHAPTER INVOLVING DIRECT, INDIVIDUALIZED COMMUNICATION OR DIALOGUE SHALL USE A METHOD OF AGE AFFIRMATION TO VERIFY THAT THE RECIPIENT IS TWENTY-ONE YEARS OF AGE OR OLDER BEFORE ENGAGING IN THAT COMMUNICATION OR DIALOGUE. FOR THE PURPOSES OF THIS SUBSECTION, THAT METHOD OF AGE AFFIRMATION MAY INCLUDE USER CONFIRMATION, BIRTH DATE DISCLOSURE OR OTHER SIMILAR REGISTRATION METHODS.

D. IT IS UNLAWFUL FOR AN INDIVIDUAL OR ENTITY OTHER THAN A MARIJUANA ESTABLISHMENT OR DUAL LICENSEE TO DO ANY OF THE FOLLOWING IN A MANNER THAT IS NOT AUTHORIZED BY THIS CHAPTER OR RULES ADOPTED BY THE DEPARTMENT PURSUANT TO THIS CHAPTER:

1. FACILITATE THE DELIVERY OF MARIJUANA OR MARIJUANA PRODUCTS.

2. SOLICIT OR ACCEPT ORDERS FOR MARIJUANA OR MARIJUANA PRODUCTS OR OPERATE A PLATFORM THAT SOLICITS OR ACCEPTS ORDERS FOR MARIJUANA OR MARIJUANA PRODUCTS.

3. OPERATE A LISTING SERVICE RELATED TO THE SALE OR DELIVERY OF MARIJUANA OR MARIJUANA PRODUCTS.

E. A MARIJUANA ESTABLISHMENT THAT VIOLATES THIS SECTION IS SUBJECT TO DISCIPLINARY ACTION BY THE DEPARTMENT PURSUANT TO SECTION 36-2854, SUBSECTION B. A NONPROFIT MEDICAL MARIJUANA DISPENSARY THAT VIOLATES THIS SECTION IS SUBJECT TO DISCIPLINARY ACTION BY THE DEPARTMENT PURSUANT TO SECTION 36-2816.

F. IN ADDITION TO ANY OTHER PENALTY IMPOSED BY LAW, AN INDIVIDUAL OR ENTITY OTHER THAN A MARIJUANA ESTABLISHMENT OR NONPROFIT MEDICAL MARIJUANA DISPENSARY THAT ADVERTISES MARIJUANA OR MARIJUANA PRODUCTS IN VIOLATION OF THIS SECTION OR OTHERWISE VIOLATES THIS SECTION SHALL PAY A CIVIL PENALTY OF $20,000 PER VIOLATION TO THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856. THIS SUBSECTION MAY BE ENFORCED BY THE ATTORNEY GENERAL.

36-2860. Packaging; restrictions on particular marijuana products

A. A MARIJUANA ESTABLISHMENT MAY NOT:

1. PACKAGE OR LABEL MARIJUANA OR MARIJUANA PRODUCTS IN A FALSE OR MISLEADING MANNER.

2. MANUFACTURE OR SELL MARIJUANA PRODUCTS THAT RESEMBLE THE FORM OF A HUMAN, ANIMAL, INSECT, FRUIT, TOY OR CARTOON.

3. SELL OR ADVERTISE MARIJUANA OR MARIJUANA PRODUCTS WITH NAMES THAT RESEMBLE OR IMITATE FOOD OR DRINK BRANDS MARKETED TO CHILDREN, OR OTHERWISE ADVERTISE MARIJUANA OR MARIJUANA PRODUCTS TO CHILDREN.

B. A MARIJUANA ESTABLISHMENT THAT VIOLATES THIS SECTION IS SUBJECT TO DISCIPLINARY ACTION BY THE DEPARTMENT PURSUANT TO SECTION 36-2854, SUBSECTION B.

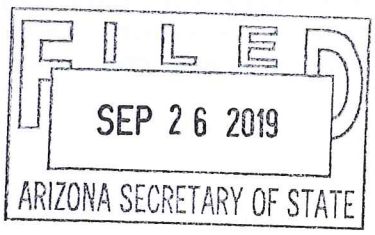
36-2861. Contracts; professional services

A. IT IS THE PUBLIC POLICY OF THIS STATE THAT CONTRACTS RELATED TO MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES ARE ENFORCEABLE.

B. A PERSON THAT IS LICENSED, CERTIFIED OR REGISTERED BY ANY DEPARTMENT, AGENCY OR REGULATORY BOARD OF THIS STATE IS NOT SUBJECT TO DISCIPLINARY ACTION BY THAT ENTITY FOR PROVIDING PROFESSIONAL ASSISTANCE TO A PROSPECTIVE OR REGISTERED MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY OR OTHER PERSON FOR ANY LAWFUL ACTIVITY UNDER THIS CHAPTER.

36-2862. Expungement; petition; appeal; dismissal of complaints; rules

A. BEGINNING JULY 12, 2021, AN INDIVIDUAL WHO WAS ARRESTED FOR, CHARGED WITH, ADJUDICATED OR CONVICTED BY TRIAL OR PLEA OF, OR SENTENCED FOR, ANY OF THE FOLLOWING OFFENSES BASED ON OR ARISING OUT OF CONDUCT OCCURRING BEFORE THE EFFECTIVE DATE OF THIS SECTION MAY PETITION THE COURT TO HAVE THE RECORD OF THAT ARREST, CHARGE, ADJUDICATION, CONVICTION OR SENTENCE EXPUNGED:



SEP 26 2019
ARIZONA SECRETARY OF STATE

1. POSSESSING, CONSUMING OR TRANSPORTING TWO AND ONE-HALF OUNCES OR LESS OF MARIJUANA, OF WHICH NOT MORE THAN TWELVE AND ONE-HALF GRAMS WAS IN THE FORM OF MARIJUANA CONCENTRATE.

2. POSSESSING, TRANSPORTING, CULTIVATING OR PROCESSING NOT MORE THAN SIX MARIJUANA PLANTS AT THE INDIVIDUAL'S PRIMARY RESIDENCE FOR PERSONAL USE.

3. POSSESSING, USING OR TRANSPORTING PARAPHERNALIA RELATING TO THE CULTIVATION, MANUFACTURE, PROCESSING OR CONSUMPTION OF MARIJUANA.

B. IF THE COURT RECEIVES A PETITION FOR EXPUNGEMENT PURSUANT TO THIS SECTION:

1. THE COURT SHALL NOTIFY THE PROSECUTING AGENCY OF THE FILING OF THE PETITION, AND ALLOW THE PROSECUTING AGENCY TO RESPOND TO THE PETITION WITHIN THIRTY DAYS.

2. THE COURT MAY HOLD A HEARING:

(a) ON THE REQUEST OF EITHER THE PETITIONER OR THE PROSECUTING AGENCY.

(b) IF THE COURT CONCLUDES THERE ARE GENUINE DISPUTES OF FACT REGARDING WHETHER THE PETITION SHOULD BE GRANTED.

3. THE COURT SHALL GRANT THE PETITION UNLESS THE PROSECUTING AGENCY ESTABLISHES BY CLEAR AND CONVINCING EVIDENCE THAT THE PETITIONER IS NOT ELIGIBLE FOR EXPUNGEMENT.

4. THE COURT SHALL ISSUE A SIGNED ORDER OR MINUTE ENTRY GRANTING OR DENYING THE PETITION IN WHICH IT MAKES FINDINGS OF FACT AND CONCLUSIONS OF LAW.

C. IF THE COURT GRANTS A PETITION FOR EXPUNGEMENT:

1. THE SIGNED ORDER OR MINUTE ENTRY REQUIRED PURSUANT TO SUBSECTION B, PARAGRAPH 4 OF THIS SECTION SHALL DO ALL OF THE FOLLOWING:

(a) IF THE PETITIONER WAS ADJUDICATED OR CONVICTED OF AN OFFENSE SET FORTH IN SUBSECTION A OF THIS SECTION, VACATE THE JUDGMENT OF ADJUDICATION OR CONVICTION.

(b) STATE THAT IT EXPUNGES ANY RECORD OF THE PETITIONER'S ARREST, CHARGE, CONVICTION, ADJUDICATION AND SENTENCE.

(c) IF THE PETITIONER WAS CONVICTED OR ADJUDICATED OF AN OFFENSE SET FORTH IN SUBSECTION A OF THIS SECTION, STATE THAT THE PETITIONER'S CIVIL RIGHTS, INCLUDING THE RIGHT TO POSSESS FIREARMS, ARE RESTORED, UNLESS THE PETITIONER IS OTHERWISE NOT ELIGIBLE FOR THE RESTORATION OF CIVIL RIGHTS ON GROUNDS OTHER THAN A CONVICTION FOR AN OFFENSE SET FORTH IN SUBSECTION A OF THIS SECTION.

(d) REQUIRE THE CLERK OF THE COURT TO NOTIFY THE DEPARTMENT OF PUBLIC SAFETY, THE PROSECUTING AGENCY AND THE ARRESTING LAW ENFORCEMENT AGENCY, IF APPLICABLE, OF THE EXPUNGEMENT ORDER.

(e) REQUIRE THE CLERK OF THE COURT TO SEAL ALL RECORDS RELATING TO THE EXPUNGED ARREST, CHARGE, ADJUDICATION, CONVICTION OR SENTENCE AND ALLOW THE RECORDS TO BE ACCESSED ONLY BY THE INDIVIDUAL WHOSE RECORD WAS EXPUNGED OR THE INDIVIDUAL'S ATTORNEY.

2. THE DEPARTMENT OF PUBLIC SAFETY SHALL SEAL AND SEPARATE THE EXPUNGED RECORD FROM ITS RECORDS AND INFORM ALL APPROPRIATE STATE AND FEDERAL LAW ENFORCEMENT AGENCIES OF THE EXPUNGEMENT. UNLESS THE PETITIONER IS INDIGENT, THE DEPARTMENT OF PUBLIC SAFETY MAY CHARGE THE SUCCESSFUL PETITIONER A REASONABLE FEE DETERMINED BY THE DIRECTOR OF THE DEPARTMENT OF PUBLIC SAFETY TO RESEARCH AND CORRECT THE PETITIONER'S CRIMINAL HISTORY RECORD.

3. THE ARRESTING AND PROSECUTING AGENCIES SHALL CLEARLY IDENTIFY IN EACH AGENCY'S FILES AND ELECTRONIC RECORDS THAT THE PETITIONER'S ARREST, CHARGE, CONVICTION, ADJUDICATION AND SENTENCE ARE EXPUNGED AND SHALL NOT MAKE ANY RECORDS OF THE EXPUNGED ARREST, CHARGE, CONVICTION, ADJUDICATION OR SENTENCE AVAILABLE AS A PUBLIC RECORD TO ANY PERSON EXCEPT TO THE INDIVIDUAL WHOSE RECORD WAS EXPUNGED OR THAT INDIVIDUAL'S ATTORNEY.

D. AN ARREST, CHARGE, ADJUDICATION, CONVICTION OR SENTENCE THAT IS EXPUNGED PURSUANT TO THIS SECTION MAY NOT BE USED IN A SUBSEQUENT PROSECUTION BY A PROSECUTING AGENCY OR COURT FOR ANY PURPOSE.

E. AN INDIVIDUAL WHOSE RECORD OF ARREST, CHARGE, ADJUDICATION, CONVICTION OR SENTENCE IS EXPUNGED PURSUANT TO THIS SECTION MAY STATE THAT THE INDIVIDUAL HAS NEVER BEEN ARRESTED FOR, CHARGED WITH, ADJUDICATED OR CONVICTED OF, OR SENTENCED FOR THE CRIME THAT IS THE SUBJECT OF THE EXPUNGEMENT.

F. IF THE COURT DENIES A PETITION FOR EXPUNGEMENT, THE PETITIONER MAY FILE A DIRECT APPEAL PURSUANT TO SECTION 13-4033, SUBSECTION A, PARAGRAPH 3.

G. ON MOTION, THE COURT SHALL DISMISS WITH PREJUDICE ANY PENDING COMPLAINT, INFORMATION OR INDICTMENT BASED ON ANY OFFENSE SET FORTH IN SUBSECTION A OF THIS SECTION, TO INCLUDE CHARGES OR ALLEGATIONS BASED ON OR ARISING OUT OF CONDUCT OCCURRING BEFORE THE EFFECTIVE DATE OF THIS CHAPTER. THE INDIVIDUAL CHARGED MAY THEREAFTER PETITION THE COURT TO

SEP 26 2019
ARIZONA SECRETARY OF STATE

EXPUNGE RECORDS OF THE ARREST AND CHARGE OR ALLEGATION AS PROVIDED IN THIS SECTION. A MOTION BROUGHT PURSUANT TO THIS SUBSECTION MAY BE FILED WITH THE COURT BEFORE JULY 12, 2021.

H. THE SUPREME COURT MAY ADOPT RULES NECESSARY TO IMPLEMENT THIS SECTION, AND MAY ALSO SPONSOR PUBLIC SERVICE ANNOUNCEMENTS OR OTHER NOTIFICATIONS INTENDED TO PROVIDE NOTICE TO INDIVIDUALS WHO MAY BE ELIGIBLE TO FILE PETITIONS FOR EXPUNGEMENT PURSUANT TO THIS SECTION.

I. A PROSECUTING AGENCY MAY FILE A PETITION FOR EXPUNGEMENT PURSUANT TO THIS SECTION ON BEHALF OF ANY INDIVIDUAL WHO WAS PROSECUTED BY THAT PROSECUTING AGENCY, AND THE ATTORNEY GENERAL MAY FILE A PETITION FOR EXPUNGEMENT PURSUANT TO THIS SECTION ON BEHALF OF ANY INDIVIDUAL.

36-2863. Justice reinvestment fund; exemption; distribution; definition

A. THE JUSTICE REINVESTMENT FUND IS ESTABLISHED CONSISTING OF ALL MONIES DEPOSITED PURSUANT TO SECTION 36-2856 AND INTEREST EARNED ON THOSE MONIES. MONIES IN THE FUND ARE CONTINUOUSLY APPROPRIATED. MONIES IN THE FUND AND ITS ACCOUNTS MAY NOT BE TRANSFERRED TO ANY OTHER FUND EXCEPT AS PROVIDED IN THIS SECTION, DO NOT REVERT TO THE STATE GENERAL FUND, AND ARE EXEMPT FROM THE PROVISIONS OF SECTION 35-190 RELATING TO THE LAPSING OF APPROPRIATIONS. THE STATE TREASURER SHALL ADMINISTER THE FUND.

B. ALL MONIES IN THE JUSTICE REINVESTMENT FUND MUST FIRST BE SPENT, AND THE STATE TREASURER SHALL TRANSFER MONIES FROM THE FUND, TO PAY:

1. THE REASONABLE COSTS INCURRED BY THE STATE TREASURER TO ADMINISTER THE FUND.
2. THE REASONABLE ADMINISTRATIVE COSTS INCURRED BY THE DEPARTMENT TO CARRY OUT ITS DUTIES PURSUANT TO THIS SECTION.

C. ON OR BEFORE JUNE 30 AND DECEMBER 31 OF EACH YEAR, THE STATE TREASURER SHALL TRANSFER ALL MONIES IN THE JUSTICE REINVESTMENT FUND IN EXCESS OF THE AMOUNTS PAID PURSUANT TO SUBSECTION B OF THIS SECTION AS FOLLOWS:

1. THIRTY-FIVE PERCENT TO COUNTY PUBLIC HEALTH DEPARTMENTS, IN PROPORTION TO THE POPULATION OF EACH COUNTY ACCORDING TO THE MOST RECENT UNITED STATES DECENNIAL CENSUS, FOR THE PURPOSE OF PROVIDING JUSTICE REINVESTMENT PROGRAMS OR DISTRIBUTING GRANTS TO QUALIFIED NONPROFIT ORGANIZATIONS TO PROVIDE JUSTICE REINVESTMENT PROGRAMS IN THAT COUNTY.
2. THIRTY-FIVE PERCENT TO THE DEPARTMENT FOR THE PURPOSE OF DISTRIBUTING GRANTS TO QUALIFIED NONPROFIT ORGANIZATIONS THAT PROVIDE JUSTICE REINVESTMENT PROGRAMS IN THIS STATE.
3. THIRTY PERCENT TO THE DEPARTMENT FOR THE PURPOSE OF ADDRESSING IMPORTANT PUBLIC HEALTH ISSUES THAT AFFECT THIS STATE.

D. GRANTS MADE PURSUANT TO THIS SECTION ARE EXEMPT FROM TITLE 41, CHAPTER 23, AND EACH GRANTEE SHALL PROVIDE THE GRANTING AGENCY WITH AN ANNUAL REPORT DETAILING THE USE OF GRANTED MONIES.

E. MONIES TRANSFERRED AND RECEIVED PURSUANT TO SUBSECTION C OF THIS SECTION ARE NOT CONSIDERED LOCAL REVENUES FOR THE PURPOSES OF ARTICLE IX, SECTION 20, CONSTITUTION OF ARIZONA.

F. THE STATE TREASURER MAY PRESCRIBE FORMS NECESSARY TO MAKE TRANSFERS PURSUANT TO SUBSECTION B OF THIS SECTION.

G. FOR THE PURPOSES OF THIS SECTION, "JUSTICE REINVESTMENT PROGRAMS" MEANS INITIATIVES OR PROGRAMS THAT FOCUS ON ANY OF THE FOLLOWING:

1. PUBLIC AND BEHAVIORAL HEALTH, INCLUDING EVIDENCE-BASED AND EVIDENCE-INFORMED SUBSTANCE USE PREVENTION AND TREATMENT AND SUBSTANCE USE EARLY INTERVENTION SERVICES.
2. RESTORATIVE JUSTICE, JAIL DIVERSION, WORKFORCE DEVELOPMENT, INDUSTRY-SPECIFIC TECHNICAL ASSISTANCE OR MENTORING SERVICES FOR ECONOMICALLY DISADVANTAGED PERSONS IN COMMUNITIES DISPROPORTIONATELY IMPACTED BY HIGH RATES OF ARREST AND INCARCERATION.
3. ADDRESSING THE UNDERLYING CAUSES OF CRIME, REDUCING DRUG-RELATED ARRESTS AND REDUCING THE PRISON POPULATION IN THIS STATE.
4. CREATING OR DEVELOPING TECHNOLOGY AND PROGRAMS TO ASSIST WITH THE RESTORATION OF CIVIL RIGHTS AND THE EXPUNGEMENT OF CRIMINAL RECORDS.

36-2864. Transaction privilege tax; use tax; additional taxes prohibited; exception

A. FOR PURPOSES OF THE TRANSACTION PRIVILEGE TAX AND USE TAX LEVIED AND COLLECTED PURSUANT TO TITLE 42, CHAPTERS 5 AND 6, MARIJUANA AND MARIJUANA PRODUCTS ARE TANGIBLE PERSONAL PROPERTY DEFINED IN SECTION 42-5001 AND ARE SUBJECT TO THE TRANSACTION PRIVILEGE TAX IN THE RETAIL CLASSIFICATION AND USE TAX.

B. EXCEPT AS PROVIDED IN SUBSECTION A OF THIS SECTION AND SECTION 42-5452, THIS STATE AND LOCALITIES MAY NOT LEVY OR COLLECT ADDITIONAL TAXES OF ANY KIND ON THE SALE OF MARIJUANA OR MARIJUANA PRODUCTS AND MAY NOT LEVY OR COLLECT ANY FEES OR ASSESSMENTS OF ANY KIND ON THE

SALE OF MARIJUANA OR MARIJUANA PRODUCTS OR ON THE LICENSING, OPERATIONS OR ACTIVITIES OF MARIJUANA ESTABLISHMENTS OR MARIJUANA TESTING FACILITIES, UNLESS THE FEE OR ASSESSMENT IS OF GENERAL APPLICABILITY TO INDIVIDUALS OR BUSINESSES THAT ARE NOT ENGAGED IN THE SALE OF MARIJUANA OR MARIJUANA PRODUCTS.

C. THE PROHIBITION IMPOSED BY SUBSECTION B OF THIS SECTION DOES NOT APPLY TO UNIFORM INCREASES TO THE TRANSACTION PRIVILEGE TAX RATE FOR THE RETAIL CLASSIFICATION OR USE TAX RATE BY THIS STATE OR A LOCALITY OR TO UNIFORM INCREASES TO FEES OR ASSESSMENTS ALLOWED BY SUBSECTION B OF THIS SECTION.

36-2865. Enforcement of this chapter; special action

A. IF THE DEPARTMENT FAILS TO ADOPT RULES NECESSARY TO IMPLEMENT THIS CHAPTER ON OR BEFORE JUNE 1, 2021, OR FAILS TO BEGIN ACCEPTING APPLICATIONS AS PROVIDED IN SECTION 36-2854, SUBSECTION A, PARAGRAPH 1, SUBDIVISION (d), ANY CITIZEN MAY COMMENCE A SPECIAL ACTION IN SUPERIOR COURT TO COMPEL THE DEPARTMENT TO PERFORM THE ACTIONS MANDATED UNDER THIS CHAPTER.

B. IF THE DEPARTMENT FAILS TO ISSUE A LICENSE OR SEND A NOTICE OF DENIAL WITHIN SIXTY DAYS AFTER RECEIVING A COMPLETE MARIJUANA ESTABLISHMENT APPLICATION PURSUANT TO SECTION 36-2854, SUBSECTION A, PARAGRAPH 1, SUBDIVISION (d), THE APPLICANT MAY COMMENCE A SPECIAL ACTION IN SUPERIOR COURT TO COMPEL THE DEPARTMENT TO PERFORM THE ACTIONS MANDATED UNDER THIS CHAPTER.

C. NOTWITHSTANDING CHAPTER 28.1 OF THIS TITLE, IF THE DEPARTMENT FAILS TO ISSUE ANY MARIJUANA ESTABLISHMENT LICENSES PURSUANT TO SECTION 36-2854, SUBSECTION A, PARAGRAPH 1, SUBDIVISION D ON OR BEFORE APRIL 5, 2021, EACH NONPROFIT MEDICAL MARIJUANA DISPENSARY IN GOOD STANDING MAY BEGIN TO CULTIVATE, PRODUCE, PROCESS, MANUFACTURE, TRANSPORT AND TEST MARIJUANA AND MARIJUANA PRODUCTS AND MAY SELL MARIJUANA AND MARIJUANA PRODUCTS TO CONSUMERS UNTIL THE DEPARTMENT ISSUES LICENSES TO OPERATE MARIJUANA ESTABLISHMENTS. IF THIS OCCURS, NONPROFIT MEDICAL MARIJUANA DISPENSARIES IN GOOD STANDING SHALL:

1. BE TREATED AS MARIJUANA ESTABLISHMENTS FOR ALL PURPOSES UNDER THIS CHAPTER, AND THEIR NONPROFIT MEDICAL MARIJUANA ESTABLISHMENT AGENTS SHALL BE TREATED AS MARIJUANA FACILITY AGENTS FOR ALL PURPOSES UNDER THIS CHAPTER.
2. COMPLY WITH THE RULES ADOPTED BY THE DEPARTMENT TO IMPLEMENT CHAPTER 28.1 OF THIS TITLE, EXCEPT THOSE THAT ARE INCONSISTENT WITH THIS CHAPTER.

Section 5. Title 42, Chapter 5, Arizona Revised Statutes, is amended by adding article 10 to read:

FILED
SEP 26 2019
ARIZONA SECRETARY OF STATE

ARTICLE 10.
MARIJUANA AND MARIJUANA PRODUCTS

42-5451. Definitions

IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

1. "CONSUMER," "DUAL LICENSEE," "MARIJUANA," "MARIJUANA ESTABLISHMENT" AND "MARIJUANA PRODUCTS" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2850.
2. "DESIGNATED CAREGIVER," "NONPROFIT MEDICAL MARIJUANA DISPENSARY" AND "QUALIFYING PATIENT" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2801.

42-5452. Levy and rate of tax; effect of federal excise tax

A. THERE IS LEVIED AND THE DEPARTMENT SHALL COLLECT AN EXCISE TAX ON ALL MARIJUANA AND MARIJUANA PRODUCTS SOLD TO A CONSUMER BY A MARIJUANA ESTABLISHMENT AT A RATE OF SIXTEEN PERCENT OF THE PRICE OF THE MARIJUANA OR MARIJUANA PRODUCT SOLD. THIS SUBSECTION DOES NOT APPLY TO MARIJUANA DISPENSED TO A REGISTERED QUALIFYING PATIENT OR REGISTERED DESIGNATED CAREGIVER PURSUANT TO TITLE 36, CHAPTER 28.1 BY A DUAL LICENSEE OR NONPROFIT MEDICAL MARIJUANA DISPENSARY.

B. IF THE UNITED STATES LEVIES AND COLLECTS AN EXCISE TAX ON MARIJUANA AND MARIJUANA PRODUCTS, THE AGGREGATE OF FEDERAL AND STATE EXCISE TAXES MAY NOT EXCEED A RATE OF THIRTY PERCENT OF THE PRICE OF THE MARIJUANA OR MARIJUANA PRODUCT SOLD, AND THE TAX LEVIED PURSUANT TO SUBSECTION A OF THIS SECTION SHALL BE LOWERED ACCORDINGLY AND AUTOMATICALLY ON THE EFFECTIVE DATE OF THE FEDERAL EXCISE TAX.

C. A PRODUCT SUBJECT TO THE TAX IMPOSED BY THIS SECTION MAY NOT BE BUNDLED WITH A PRODUCT OR SERVICE THAT IS NOT SUBJECT TO THE TAX IMPOSED BY THIS SECTION.

D. THE TAX LEVIED AND COLLECTED PURSUANT TO THIS SECTION SHALL NOT BE INCLUDED IN COMPUTING THE TAX BASE, GROSS PROCEEDS OF SALES OR GROSS INCOME OF A MARIJUANA ESTABLISHMENT

FOR PURPOSES OF TITLE 42, CHAPTERS 5 AND 6, AND IS NOT SUBJECT TO ANY TRANSACTION PRIVILEGE, SALES, USE OR OTHER SIMILAR TAX LEVIED BY A COUNTY, CITY, TOWN OR SPECIAL TAXING DISTRICT.

E. NOTWITHSTANDING SECTION 42-3102, THE DEPARTMENT SHALL DEPOSIT ALL MONIES LEVIED AND COLLECTED PURSUANT TO THIS SECTION IN THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

42-5453. Return statement and payment by marijuana establishment; penalty; interest; rules; confidential information

A. THE TAX IMPOSED BY THIS ARTICLE IS DUE AND PAYABLE, TOGETHER WITH A RETURN STATEMENT PRESCRIBED BY THE DEPARTMENT, FOR EACH MONTH ON OR BEFORE THE TWENTIETH DAY OF THE SUCCEEDING MONTH.

B. A MARIJUANA ESTABLISHMENT THAT FAILS TO PAY THE TAX IMPOSED BY THIS ARTICLE WITHIN TEN DAYS AFTER THE DATE THE PAYMENT IS DUE IS SUBJECT TO AND SHALL PAY A PENALTY DETERMINED UNDER SECTION 42-1125, PLUS INTEREST AT THE RATE DETERMINED PURSUANT TO SECTION 42-1123, FROM THE TIME THE TAX WAS DUE AND PAYABLE UNTIL PAID. THE DEPARTMENT MAY WAIVE ANY PENALTY OR INTEREST IF IT DETERMINES THAT THE MARIJUANA ESTABLISHMENT HAS MADE A GOOD FAITH ATTEMPT TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE.

C. THE MONTHLY RETURN STATEMENT PRESCRIBED BY THE DEPARTMENT SHALL INCLUDE AN ACCOUNTING OF THE QUANTITY OF MARIJUANA THAT IS SOLD BY A MARIJUANA ESTABLISHMENT THAT IS SUBJECT TO THE TAX IMPOSED BY THIS ARTICLE DURING THE TAX MONTH.

D. ALL PENALTIES AND INTEREST COLLECTED PURSUANT TO THIS SECTION SHALL BE DEPOSITED IN THE SMART AND SAFE ARIZONA FUND ESTABLISHED BY SECTION 36-2856.

E. THE DEPARTMENT MAY ADOPT RULES THAT ARE NECESSARY OR CONVENIENT TO ENFORCE THIS ARTICLE, EXCEPT THAT THOSE RULES MAY NOT CONFLICT WITH TITLE 36, CHAPTER 28.2.

F. THE DEPARTMENT MAY SHARE CONFIDENTIAL INFORMATION AS DEFINED IN SECTION 42-2001 WITH THE DEPARTMENT OF HEALTH SERVICES FOR ITS USE IN DETERMINING WHETHER A MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY OR DUAL LICENSEE IS IN COMPLIANCE WITH TAX OBLIGATIONS UNDER THIS TITLE OR TITLE 43.

Section 6. Title 43, Chapter 1, article 1, Arizona Revised Statutes, is amended by adding Section 43-108 to read:

43-108. Subtraction from gross income; ordinary and necessary expenses; marijuana establishments and marijuana testing facilities; definitions

A. NOTWITHSTANDING ANY OTHER LAW, IN COMPUTING ARIZONA ADJUSTED GROSS INCOME OR ARIZONA TAXABLE INCOME FOR A TAXPAYER, ALL ORDINARY AND NECESSARY EXPENSES PAID OR INCURRED DURING THE TAXABLE YEAR IN CARRYING ON A TRADE OR BUSINESS AS A MARIJUANA ESTABLISHMENT, MARIJUANA TESTING FACILITY, OR DUAL LICENSEE THAT ELECTS TO OPERATE ON A FOR-PROFIT BASIS PURSUANT TO TITLE 36, CHAPTER 28.2 SHALL BE SUBTRACTED FROM ARIZONA GROSS INCOME TO THE EXTENT NOT ALREADY EXCLUDED FROM ARIZONA GROSS INCOME.

B. FOR THE PURPOSES OF THIS SECTION, "DUAL LICENSEE," "MARIJUANA ESTABLISHMENT," AND "MARIJUANA TESTING FACILITY" HAVE THE SAME MEANINGS PRESCRIBED IN SECTION 36-2850.

Section 7. Voter Protection Act

For the purposes of the Voter Protection Act, Ariz. Const. art. IV, pt. 1, § 1(6)(C), the People of the State of Arizona declare that the following acts of the Legislature would further the purpose of this act:

1. Enacting a per se law for the presumption of marijuana impairment based on the concentration of delta-9 tetrahydrocannabinol in a person's body when scientific research on the subject is conclusive and the National Highway Traffic Safety Administration recommends the adoption of such a law.
2. Reducing or eliminating any offense, offense level or penalty provided for in this act.
3. Increasing the amount of marijuana that a person may lawfully possess.
4. Amending the provisions of this act to align more closely with federal laws and regulations if marijuana is legalized or decriminalized by the federal government, but only if and to the extent that such federal laws and regulations are not more restrictive than the provisions of this act.
5. Amending the provisions of this act to align more closely with federal laws and regulations governing the possession, processing, cultivation, transport, or transfer of industrial hemp, but only if and to the extent that such federal laws and regulations are not more restrictive than the provisions of this act.
6. Increasing the number of marijuana establishment licenses by up to 10 percent in furtherance of the social equity ownership program established by this act.
7. Facilitating the expungement and sealing of records of arrests, charges, convictions, adjudications and sentences that were predicated on conduct made lawful by this act, including by automatic means, and otherwise preventing or mitigating prejudice to individuals whose arrests, charges, convictions, adjudications or sentences are expunged.

FILED
SEP 26 2019
ARIZONA SECRETARY OF STATE

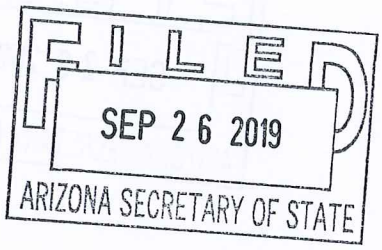
8. Amending the definition of "smoking" in this act to conform with the Smoke-Free Arizona Act if that act is amended to include the use of an electronic smoking device that creates an aerosol or vapor.

Section 8. Exemption from rulemaking

For the purposes of this act, and for sixty months after the effective date of this act, the department of revenue and the department of health services are exempt from (a) any executive order or other directive purporting to limit or restrict their ability to adopt new rules, and (b) the rulemaking requirements of title 41, chapters 6 and 6.1, Arizona Revised Statutes, except that each department shall provide the public with a reasonable opportunity to comment on proposed rules and shall publish otherwise exempted rules.

Section 9. Severability

If any provision of this act or its application to any person or circumstance is declared invalid by a court of competent jurisdiction, such invalidity does not affect other provisions or applications of this act that can be given effect without the invalid provision or application. The invalidated provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of this act and, to the fullest extent possible, the provisions of this act, including each portion of any section of this act containing any invalidated provision that is not itself invalid, shall be construed so as to give effect to the intent thereof.





Recreational Marijuana

Smart and Safe Arizona Act

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Objectives

1. **Provide Overview of Smart and Safe Arizona Act**
   a. History
   b. Key Provisions
   c. Enforcement Issues
2. **Review Prior Council Direction**
3. **First Read of Proposed Ordinance**

History

- **Smart and Safe Arizona Act**
  - Certified as Proposition 207 (statewide voter initiative).
  - Passed by Arizona voters at Nov. 3, 2020 general election.
    - State: 60% Yes, 40% No
    - Coconino: 65% Yes, 35% No
  - Became effective on December 1, 2020.
  - The Act declared that “the responsible adult use of marijuana should be legal for persons twenty one years of age or older, subject to state regulation, taxation, and local ordinance.”

Key Provisions

Legalizes Sale, Use, and Possession of Recreational Marijuana

- Authorizes the sale to adults who are at least 21 years of age.
- Authorizes adults over age 21 to possess up to one ounce of marijuana for recreational use.
- Authorizes adults over age 21 to possess, transport, cultivate, and process up to six marijuana plants.
  - No more than twelve plants at a single residence.
  - Cultivation must be in an enclosed, secure area not visible from public view.

Key Provisions

The Act does not:

- allow individuals to “smoke marijuana in a public or open space.” A.R.S. 36-2851(8)(a).
- allow individuals to “consume marijuana or marijuana products” in a vehicle. A.R.S. 36-2851(8)(b).
- restrict the ability of any person or business from prohibiting or regulating marijuana or marijuana product consumption on their property. A.R.S. 36-2851(7).
- decriminalize driving while impaired by marijuana.

Key Provisions

The Act Authorizes Cities to:

- prohibit or limit the number of recreational marijuana retail establishments, with an exception for entities that hold a dual license to operate a nonprofit medical marijuana dispensary and a recreational marijuana retail establishment at a shared location.
- prohibit or limit the number of recreational marijuana testing facilities.
- prohibit marijuana possession, sale, and use on city property.

Key Provisions

The Act Authorizes Cities to:

- prohibit or restrict delivery of recreational marijuana. Note: delivery is unlawful under state law until at least 2023. A.R.S. 36-2854(C).
- enact reasonable zoning regulations that limit the use of land for marijuana establishments and marijuana testing facilities to specified areas (zoning regulations for recreational marijuana cannot be more restrictive than zoning regulations for medical marijuana dispensaries).

Enforcement Issues

- **Some acts that are not allowed under the Act did not carry over to the Act's violations section.**
  - Consumption in motor vehicle.
  - Cultivating or possessing more than 12 plants.
    - Recommend adding these as violations in City ordinance.
- **(New) Obtaining personal information from individuals lawfully detained.**

Enforcement Issues

Penalties under the Acts:

Prop 207	Marijuana Drug Paraphernalia	Smoking* Marijuana in a Public Place or Open Space	Possession of Under 1 Oz of Marijuana or 5 Grams of Concentrate (or a combination of)	Possession of 1-2.5 Oz of Marijuana or 5-12.5 Grams of Concentrate (or a combination of)	Possession of Over 2.5 Oz of Marijuana or 12.5 Grams of Concentrate (or a combination of)
Medical Marijuana Card holder	No Charge	36-2853(C) Petty Offense	No Charge	No Charge	13-3405(A)(1) POM 13-3408(A)(1) POND
21 and Over	No Charge	36-2853(C) Petty Offense	No Charge	36-2853(A) Petty Offense	13-3405(A)(1) POM 13-3408(A)(1) POND
Under 21	36-2853(B) 1st Offense = Civil Violation 100.00 2nd Offense = Petty Offense 3rd or More Offense = Class 1 Misdemeanor	36-2853(C) Petty Offense	36-2853(B) 1st Offense = Civil Violation 100.00 2nd Offense = Petty Offense 3rd or More Offense = Class 1 Misdemeanor	36-2853(A) Petty Offense	13-3405(A)(1) POM 13-3408(A)(1) POND

Prior Council Direction

Direction Given at January 12, 2021 Work Session

- Do not limit recreational establishments to dual licensees.
- Do not prohibit testing facilities.
- Wait on potential regulation of delivery.
- Prohibit consuming, growing, transferring, selling, etc., on City property. Look into possible exception for City housing facilities.
- Prohibit use on private property if posted.
- Add violations that did not carry over in the Act and make penalties consistent with penalties in Act.
- Same zoning as applied to medical establishments.

Proposed Ordinance

- Reflects prior Council direction.
- No exception for use in City housing facilities.
  - After consulting with Housing staff and reviewing Federal housing laws and guidance from the U.S. Department of Housing and Urban Development (HUD), we determined that an exception to allow the use of marijuana in our housing facilities would conflict with applicable federal laws and HUD guidance.
- Added requirement that individuals lawfully detained provide full name, date of birth, and current address.
- Zoning amendments will be brought to Council at a later date.

The End

Questions?

FAQ

- **What are social equity licenses?**
  - Licensing program “to promote the ownership and operation of marijuana establishments and marijuana testing facilities by individuals from communities disproportionately impacted by the enforcement of previous marijuana laws.”
  - 26 allowed statewide.
  - Waiting on rules from Arizona Department of Health Services.

FAQ

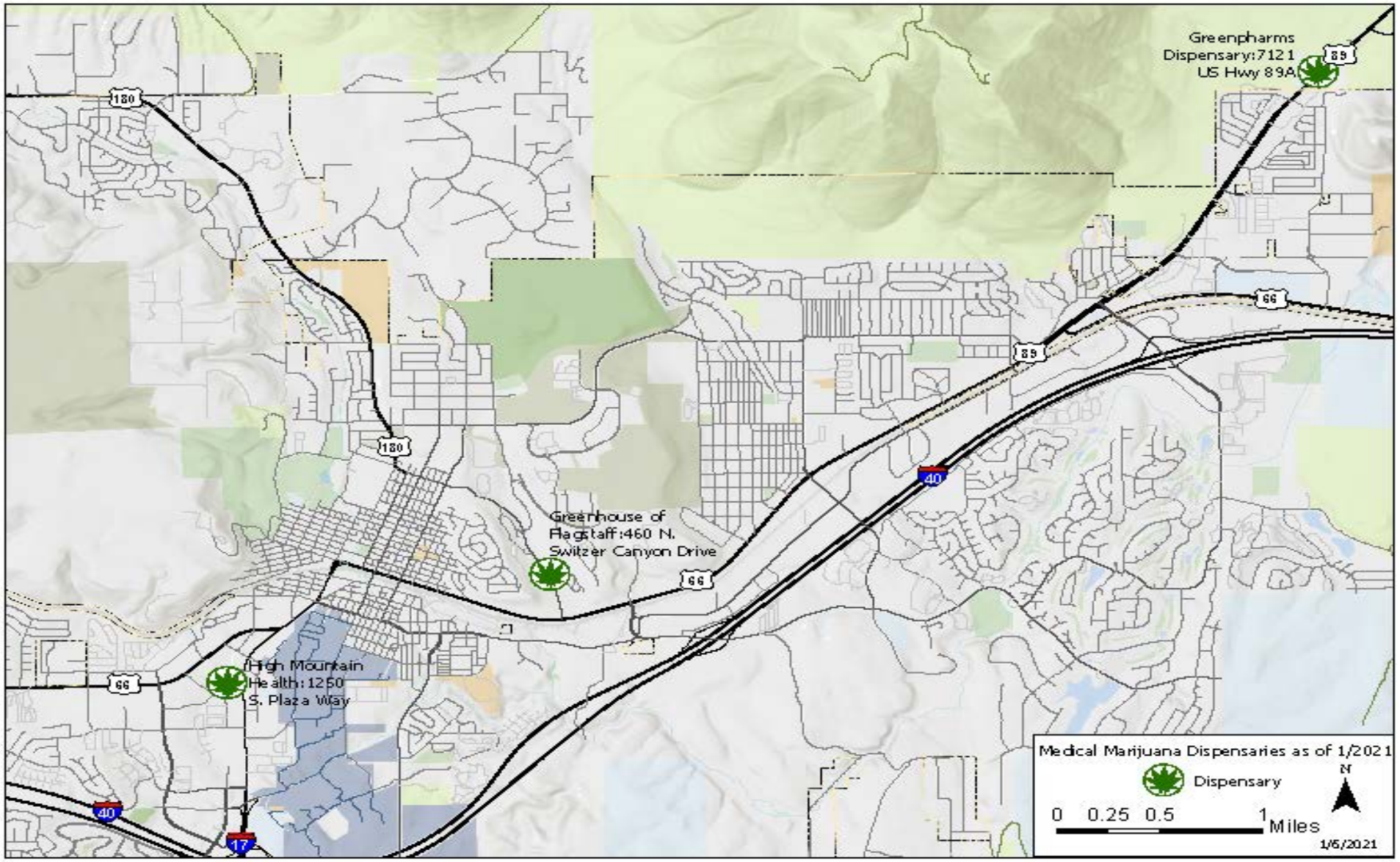
- ## Definition of “Public Place”

"Public place" means any enclosed area to which the public is invited or in which the public is permitted, including airports, banks, bars, common areas of apartment buildings, condominiums or other multifamily housing facilities, educational facilities, entertainment facilities or venues, health care facilities, hotel and motel common areas, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports facilities, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

- ## Definition of “Open Space”

"Open space" means a public park, public sidewalk, public walkway, or public pedestrian thoroughfare.

Medical Establishments



Medical Dispensary Zoning

Summary of Requirements:

- Located in a Permanent building that has:
  - secure storage facilities
  - secure entrance
  - alarm
- No drive-through service is allowed.
- No emissions of dust, fumes, vapors, smoke, or odors are allowed.
- No outdoor seating areas.
- No consumption on the property is allowed.

Medical Dispensary Zoning

Location Requirements:

Minimum of a 2,000 foot separation from another dispensary or off-site cultivation location.

Minimum of a 500 foot separation from a/an:

- substance abuse treatment or residential rehabilitation facility.
- community college or university.
- any public, private, parochial, charter, dramatic, dancing, music learning center, or other similar school or educational facility that caters to children.
- daycare home or daycare center.
- public library or public park.
- facility devoted to family recreation or entertainment.

FAQ

- **If City does not limit to dual licensees, how many retail sites could be located in Flagstaff?**
  - Limited by zoning.
  - Licenses allowed statewide:
    - No more than 1:10 ratio with pharmacies.
    - 26 social equity licenses.
- **How many medical dispensaries can be located in Flagstaff?**
  - Case by case under current zoning -- multiple likely.

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 6, POLICE REGULATIONS, BY ADOPTING A NEW CHAPTER 6-10, REGULATION OF RECREATIONAL MARIJUANA; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the "Smart and Safe Arizona Act," certified as Proposition 207 (the "Act"), was passed by Arizona voters at the November 3, 2020 general election; and

WHEREAS, the Act authorizes in part (1) the sale of non-medicinal recreational marijuana to adults who are at least twenty-one years of age, (2) adults over age twenty-one to possess marijuana for recreational use, (3) adults over age twenty-one to possess, transport, cultivate, or process marijuana plants in a primary residence, and (4) cities to enact regulations relating to marijuana including limitations on recreational marijuana retail establishments, marijuana testing facilities, and delivery of recreational marijuana; and

WHEREAS, the Flagstaff City Council finds that Proposition 207 authorizes marijuana establishments to use chemical extraction or chemical synthesis, including butane and other flammable gases, to extract marijuana concentrate which poses a threat to the health, safety, and security of the community and increases the responsibilities of law enforcement and other City of Flagstaff divisions to respond to violations of state and local laws, including building, electrical, and fire codes; and

WHEREAS, marijuana contains tetrahydrocannabinol ("THC"), which remains on Schedule I of the Controlled Substances Act pursuant to 21 U.S.C. § 811 et al., and any possession and use is a violation of federal law pursuant to 21 U.S.C. § 841 et. al.; and

WHEREAS, the Arizona Medical Marijuana Act, Arizona Revised Statutes sections § 36-2801 et al., and Title 9, Chapter 17, of the Arizona Administrative Code allow the establishment and operation of medical marijuana dispensaries in Flagstaff according to a prescribed statutory and regulatory process; and

WHEREAS, in accordance with and as permitted by state law and codified rule, the City Council seeks to protect public health, safety, and welfare by adopting Chapter 6-10, Regulation of Recreational Marijuana.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. Flagstaff City Code Title 6, *Police Regulations*, Chapter 6-10, *Regulation of Recreational Marijuana*, is hereby created as a new chapter as follows:

Chapter 6-10

SECTIONS:

6-10-001-0001:	PURPOSE
6-10-001-0002:	DEFINITIONS
6-10-001-0003:	MARIJUANA PROHIBITED ON PUBLIC PROPERTY
6-10-001-0004:	CONSUMPTION OF MARIJUANA ON PRIVATE PROPERTY PROHIBITED WHEN NOTICE OF PROHIBITION PROVIDED
6-10-001-0005:	CONSUMPTION OF MARIJUANA IN TRANSPORTATION
6-10-001-0006:	HOME CULTIVATION
6-10-001-0007:	REFUSING TO PROVIDE TRUTHFUL NAME, DATE OF BIRTH, AND CURRENT ADDRESS WHEN LAWFULLY DETAINED
6-10-001-0008:	PENALTIES
6-10-001-0009:	ENFORCEMENT

6-10-001-0001 PURPOSE

This Chapter is adopted to protect the health, safety, and welfare of the general public. Except as allowed by law for personal use, the City of Flagstaff hereby enacts reasonable regulations and requires compliance with zoning laws for the retail sale, cultivation, and manufacturing of marijuana. Nothing in this Chapter is intended to promote or condone the sale, cultivation, manufacture, transport, production, distribution, possession, storage, or use of marijuana or marijuana products in violation of any law. It is the intent of the City that this Chapter be read and interpreted in conjunction and compliance with state law pertaining to marijuana.

6-10-001-0002 DEFINITIONS

The below words and phrases, wherever used in this Chapter, shall be construed as defined in this section unless, clearly from the context, a different meaning is intended. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. Definitions set forth in this Section apply only to this Chapter of the City Code.

(1) “City” means the City of Flagstaff, Arizona, a political subdivision of the State of Arizona.

(2) “Consume,” “Consuming,” and “Consumption” mean the act of ingesting, inhaling, or otherwise introducing marijuana into the human body.

(3) “Consumer” means an individual who is at least twenty-one (21) years of age and who purchases marijuana or marijuana products.

(4) “Cultivate” and “Cultivation” mean to propagate, breed, grow, prepare, and package marijuana.

(5) “Deliver” and “Delivery” mean the transportation, transfer, or provision of marijuana or marijuana products to a consumer at a location where the marijuana was cultivated, manufactured, processed, or sold.

(6) "Dual Licensee" means an entity that holds both a nonprofit medical marijuana dispensary registration and a marijuana establishment license issued by the Arizona Department of Health Services.

(7) "Manufactures" and "Manufacturing" mean to compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.

(8) "Marijuana" means all parts of the plant of the genus cannabis, whether growing or not, as well as the seeds from the plant, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

(a) Includes cannabis as defined in Arizona Revised Statutes section 13-3401.

(b) Does not include industrial hemp, the fiber produced from the stalks of the plant of the genus cannabis, oil or cake made from the seeds of the plant, sterilized seeds of the plant that are incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

(9) "Marijuana Concentrate" means resin extracted from any part of a plant of the genus cannabis and every compound, manufacture, salt, derivative, mixture, or preparation of that resin or tetrahydrocannabinol. Marijuana Concentrate does not include industrial hemp or the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other products.

(10) "Marijuana Establishment" means an entity licensed by the Arizona Department of Health Services to operate all of the following:

(a) A single retail location at which the licensee may sell marijuana and marijuana products to consumers, cultivate marijuana, and manufacture marijuana products.

(b) A single off-site cultivation location at which the licensee may cultivate marijuana, process marijuana, and manufacture marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.

(c) A single off-site location at which the licensee may manufacture marijuana products and package and store marijuana and marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.

(11) "Marijuana Products" means marijuana concentrate and products that are composed of marijuana and other ingredients and that are intended for consumption, including edible products, ointments, and tinctures.

(12) "Marijuana Testing Facility" means the Arizona Department of Health Services (ADHS) or other entity that is licensed by ADHS to analyze the potency of marijuana and test marijuana for harmful contaminants.

(13) "Open Space" means a public park, public sidewalk, public walkway, or public pedestrian thoroughfare.

(14) "Process" and "Processing" mean to harvest, dry, cure, trim, or separate parts of the marijuana plant.

(15) "Public Place" has the same meaning prescribed in the Smoke-Free-Arizona Act, A.R.S. § 36-601.01.

6-10-001-0003 MARIJUANA PROHIBITED ON PUBLIC PROPERTY

It is unlawful for an individual to smoke, consume, use, sell, cultivate, manufacture, produce, transfer, or distribute marijuana or marijuana products on property that is occupied, owned, controlled, or operated by the City.

6-10-001-0004 CONSUMPTION OF MARIJUANA ON PRIVATE PROPERTY PROHIBITED WHEN NOTICE OF PROHIBITION PROVIDED

It is unlawful, where reasonable notice prohibiting marijuana or marijuana product consumption has been provided, to knowingly consume marijuana or marijuana products in or on property where an individual, partnership, limited liability company, private corporation, private entity, or private organization of any character that occupies, owns, or controls the property has prohibited consumption of marijuana or marijuana products on the premises.

6-10-001-0005 CONSUMPTION OF MARIJUANA IN TRANSPORTATION

(1) It is unlawful to consume marijuana or marijuana products while driving, operating, or riding in the passenger seat or compartment of an operating motor vehicle, boat, vessel, aircraft, or another vehicle used for transportation.

(2) A person who violates this section is subject to the following penalties:
   a. Individuals over the age of 21 are guilty of a petty offense.
   b. Individuals under the age of 21 will be subject to progressive enforcement as follows:
      i. First violation: civil penalty of not more than $100.
      ii. Second violation: guilty of a petty offense, and in the court's discretion may be ordered to attend up to eight hours of drug education or counseling.
      iii. Third or subsequent violation: guilty of a class one misdemeanor.

6-10-001-0006 HOME CULITVATION

(1) It is unlawful for an individual to possess, transport, cultivate, or process more than six marijuana plants for personal use at the individual's residence. For residences where two or more individuals who are at least twenty-one years of age reside at one time, it is unlawful for the residents to possess, transport, cultivate, or process more than twelve marijuana plants at the residence.

(2) A person who violates this section is subject to the following penalties:
   a. Individuals over the age of 21 are guilty of a petty offense.
   b. Individuals under the age of 21 will be subject to progressive enforcement as follows:

i. First violation: civil penalty of not more than $100.
ii. Second violation: guilty of a petty offense, and in the court's discretion may be ordered to attend up to eight hours of drug education or counseling.
iii. Third or subsequent violation: guilty of a class one misdemeanor.

6-10-001-0007 REFUSING TO PROVIDE TRUTHFUL NAME, DATE OF BIRTH, AND CURRENT ADDRESS WHEN LAWFULLY DETAINED

(1) It is unlawful for a person, after being advised that the person's refusal to answer is unlawful, to fail or refuse to state the person's true full name, date of birth, and current address on request of a peace officer who has lawfully detained the person based on reasonable suspicion that the person has committed a criminal or civil violation of this chapter or of A.R.S. § 36-2853. A person detained under this section shall state the person's true full name, date of birth, and current address, but shall not be compelled to answer any other inquiry of a peace officer.

(2) A person who violates this section is guilty of a class 2 misdemeanor.

6-10-001-0008 PENALTIES

A violation of this Chapter is a petty offense and shall be adjudicated in the Flagstaff Municipal Court, unless a different penalty is specified in this Chapter.

6-10-001-0009 ENFORCEMENT

The Flagstaff Police Department is authorized to enforce the provisions of this Chapter.

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 16th day of March 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Salas to place on a future agenda a discussion to consider a Code of Conduct and Ethics Standards to govern Mayor and Council.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Salas has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/23/2021
Meeting Date:	03/02/2021

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Deasy to place on a future agenda a discussion to consider legislation that makes it illegal to fabricate a 911 report based on someone's race, ethnicity, religious affiliation, gender or sexual orientation

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Deasy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	02/26/2021
Meeting Date:	03/02/2021

TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report

City Manager's Report

February 26, 2021

Council and Colleagues, greetings. These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

In no particular order…

Fire Department

An amazing story here.

At approximately 5:00 p.m. on the 11th of February, the Flagstaff Fire Department and Summit Fire and Medical responded multiple units to the report of an injured hiker on Mount Elden. Crews arrived on scene and did their best to locate the injured hiker by using information from the patient's cell phone call to 911 (prior to his phone dying) and some tips from reporting parties in the area. The patient was located a short while later by a helicopter that was searching the area.



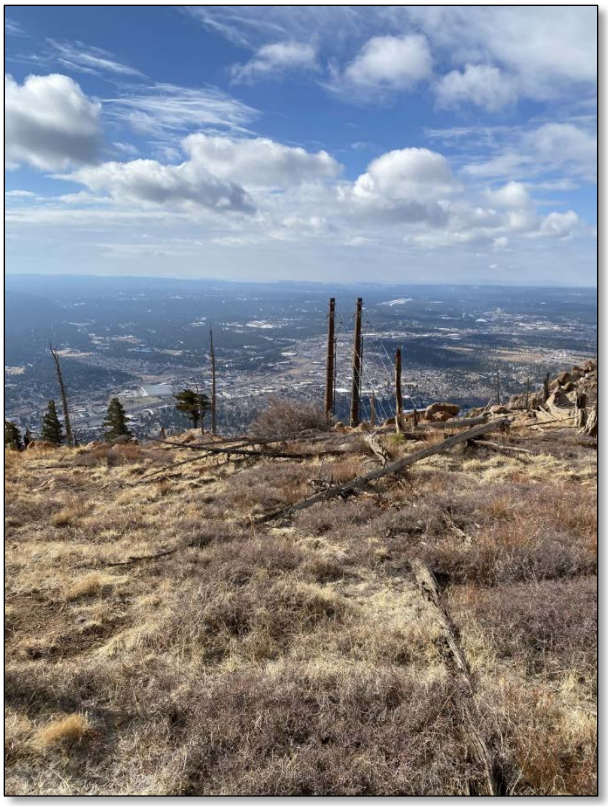
Due to the challenging terrain and weather conditions, the decision was made to bring two members of Coconino County Sheriff's Office (CCSO) Search and Rescue team and one member from the FFD's short haul team up to the patient and stay overnight until a safer rescue operation could be performed in the morning.

Wes Forbach was summoned back to the scene to assist the two members from CCSO Search and Rescue who were with the injured hiker. The three rescuers arrived at the patient just before midnight and relieved the DPS paramedic to return to normal duty. The three rescuers provided a sleeping bag, warm clothing, a warm meal and liquids. Wes used his paramedic skills to provide intravenous pain medication to the patient and braced for a long and cold night ahead.

At first light, the DPS helicopter returned with a member of the Highlands Fire Department short haul team and the patient was safely removed from the scene. The remaining three rescuers on scene hiked up to the radio towers on top of Mount Elden where they were met by CCSO and driven down safely.

Chief Gaillard commented, "we are so proud of Wes Forbach's contribution to the rescue effort with our partners. Wes's response is an example of our mission, vision & values in action."

The image to the right shows the steep drop-off from the summit. Through combined and collaborative, the rescue was successful, and very likely a life-saving event considering the cold temperatures and conditions. The short haul of the patient from the dangerous terrain to the mountain summit is shown in the short video link here Video Link. It reveals the extreme terrain of the site.



Water Services Division

In follow up to the Water Services presentation at the last Council Work Session, some additional reference material is presented here. Staff has completed, and posted online two, two-minute videos on Flagstaff's water, "*Where Flagstaff's Water Comes From*" and "*The Flagstaff Water Cycle".* This was completed as part of the state's Celebration of Learning for fourth grade classes, to replace the annual Project Wet, which was cancelled last September due to the pandemic.



These wonderful educational videos are on the City's Water Resources page and can be accessed on the City's website at the following link.

https://www.flagstaff.az.gov/3981/Educational-Videos

Retirement of Neil Gullickson

January 2021

This January, our senior Planning Development Manager, Neil Gullickson, stepped down from his position with the City of Flagstaff Community Development Division after 24 years and 2 days of service.

Neil said of his decision, "please understand my resignation at this time leaves me with a heavy heart. Working with the City, Community Development, and especially Current Planning has truly been a memorable experience." Neil's dedication and hard work is visible throughout our city, in the hundreds of projects he has reviewed, always with an eye towards making our home a better place. Neil has served as a role model and a mentor, and staff has benefited from his wisdom, his insights, and his forthright, refreshingly blunt, communication style.



Neil joined the City of Flagstaff in 1997. He has served as the planner on such pivotal projects as Flagstaff Medical Center, Flagstaff Airport, Juniper Point and Canyon del Rio. Neil's impact will continue to be felt far into the future.

It will be difficult once we return to City Hall to see a new face behind the desk in what has been Neil's office for as long as we can remember. We will miss his wry smile and his generous advice. We look forward to having a proper send off, once Covid-19 recedes and Neil is looking forward to time with his friends and family. This should be no surprise coming from the young man who qualified as an Olympic swimmer, the NAU student who worked at Ruff's Guns and Liquor, and fell in love with his professor. Coming from the man who is always up for an adventure in the forest, and never let a little thing like a broken hip keep him down…

Other Community Development Updates

- 2021-2031 Housing Plan
  Over 100 stakeholders have expressed interested in publicly participating in the 2021-2031 Housing Plan by submitting their information via a Survey Monkey response. Informal Working Groups for the Housing Plan have been established with Commissioners, Community Members and City Staff. The six informal working groups are currently scheduling meetings in early March. Stay tuned.

- Recruitment Efforts
  The Planning & Development Services section has recently experienced a significant turn over in existing staff due retirements and promotions. The section is working to fill two Associate Planner positions and two Planning Development Manager positions. As of 2-26-21, offers have been made on both Associate Planner positions and staff is waiting on responses from the applicants. We hope to have both of these positions filled shortly and begin the process of training. Both Planning Development Manager positions have been widely posted and staff is utilizing every resource to solicit applications for these very important positions. We look forward to being fully staffed as soon as possible.

More from the Fire Department …

The Fire Department responded to Safeway where a 90-year old male had fallen. He was concerned about leaving his purchased groceries and vehicle at Safeway, so the Fire Department personnel took the vehicle and groceries to his spouse (who is unable to drive). The crew also made arrangements for the spouse to join her husband at FMC. Full circle customer service at its finest!

Human Resources

HR staff have been meeting with several divisions to work on how employees will transition into the new pay plan structures and what they would like to see in those structures. Props to HR for the teamwork and collaboration!

Police Department

- The Text to 911 implementation has been completed and a media release was issued to explain the new service to the community and when it would be appropriate to use this new service.
- February 24th began a new Citizen's Police Academy.
- The City's alternate response team held a Town Hall on Wednesday, February 3rd to gather community stakeholder feedback on Public Safety Alternative Response Model services. Their feedback was considered in the final draft of the Request for Proposal that will go out Friday, February 26th. Providers can provide a proposal for the alternate care center and/or mobile response unit depending on their areas of expertise. The proposals should be received by March 26th for review and evaluation.
- More on lifesaving measures here!
  On February 24th, around midnight, Officer Guy Rogers responded to the Pinecrest Motel after a report of a one-year-old baby not breathing. The baby was in fact not breathing and turning blue when he arrived. Officer Rogers performed CPR and lifesaving measures on the baby boy for nearly five minutes until medical personnel arrived. The baby is currently in stable condition thanks to the efforts of Officer Rogers.

  Great Work Officer Rogers!



Public Works

- Donated hand sanitizer stations (six total) are being installed this week at Buffalo Park, Bushmaster Park, Foxglenn Park, Thorpe Park, Heritage Square, and Wheeler Park. A special thank you to the realty group that facilitated the donation will occur with a plaque on each station, to be installed soon. (see pictures below)





- Cinder cleanup has been ongoing on the FUTS, City-owned sidewalks, and other impacted areas from the recent snowstorms.
- Staff is assisting Code Compliance regarding some illegal access to land adjacent to the University Heights subdivision by placing boulders where motor vehicles are accessing the area.
- The greenhouse project continues with framing upright late last week. Seeds have been ordered for the pollinator plants, and discussions are ongoing regarding educational signage.





- Mark Stento, Code Compliance Officer, Sylvia Struss, Open Space Events and Outreach VISTA, Amy Hagin, Public Works Manager, Gino Leoni, Public Works Supervisor, and a dedicated group of community volunteers supported a graffiti removal project for McMillan Mesa Natural Area on Saturday, February 20, 2021. Efforts successfully removed graffiti from basalt boulders at four different locations. The Open Space program greatly appreciates efforts to care for this community asset! Before and after pictures are below, along with pictures of volunteers completing the work. (pictures below)







- Joe C. Montoya Community and Senior Center staff are currently working with Coconino County and North Country Healthcare to bring a mobile vaccine unit to the Center in the near future.
- Jay Lively hosted a special Valentine's themed "Sweetheart Skate" for adult couples on Saturday, February 13th. Couples were given a goody bag to share after finishing their skate. Capacity was limited and social distancing was maintained.
- Genevieve Pearthree, City Planning Development Manager, and Jessica Drum, Public Affairs Director, assisted the Open Space program in preparing an article for the Western Planner. The item was chosen for publication and highlights the community's initiative to preserve the McMillan Mesa Natural Area and the Zoning Map Amendment in progress that proposes to rezone the property to Public Open Space. The article can be read at https://www.westernplanner.org/2021/2021/2/12/integrating-communities-within-natural-space.

Meetings & Updates

- The Flagstaff Downtown Business Alliance Board meeting occurred on Thursday, February 25th. Topics included the ongoing efforts to provide outside seating and spacing, and the Council's recent decisions to increase event capacity to 50 persons. There was also an update regarding the City's efforts related to parking structures in the downtown area (Foundation for Senior Living) and old courthouse site.
- The Indigenous Circle of Flagstaff (ICF) met on February 17th. Rebecca Sayers attended on behalf of Park & Rec and presented a path forward with respect to the community vetting process for repurposing the old Public Works building in Thorpe Annex.
- The Indigenous Commission met on Feb. 25th. Much discussion occurred with respect to the function of the Commission, future scheduling, and related housekeeping matters. Thanks to Rose Toehe for facilitating.
- We have had multiple Divisional Budget meetings over the past several days, and these will continue into the week of March 1st. The Team will be laboring to reduce some of the proposed expenditures and reach a recommended outcome that will find its way to the Council retreat at the end of April (April 22nd and 23rd). With the ascension within the Recession Plan, there are numerous requests addressing programs, capital improvements, operational costs, staffing, and equipment purchases. This is of no surprise as we the City has been in a 'freeze' budgetarily on many of these items since April, 2020. Notably, all new requests over the base budget amounts are being reviewed through the Priority Based Budgeting (PBB) tool.
- I have started participating in a Coaching Intensive with Lancaster Leadership. This coaching program, with 14 attendees from multiple organizations here and out of state, will span the next few months. Very helpful.

That's all for now, Mayor and Council. Onward and upward …