CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
10/18/2022

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform or in-person

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

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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 through other technological means.

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

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

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. COUNCIL LIAISON REPORTS

6. APPOINTMENTS

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 the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. **Consideration of Appointments:** Open Spaces Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring April 2023.

B. **Consideration of Appointments:** Parks and Recreation Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring August 2025.

7. 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 Contract:** The Engineering Professional Services Contract to WSP USA, Inc. in the amount of $3,207,026.38 for the Downtown Mile Safety and Connectivity Improvement Project.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Contract to WSP USA, Inc. (WSP) in the amount of $3,207,026.38, with a contract period of 320 days; and
2. Authorize the City Manager with Change Order Authority in the amount of $160,350.00 (5% of the contract amount) for unanticipated or additional items of work; and
3. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Approve the Construction Contract with Morning Dew Landscaping, Inc. in the amount of $255,630.00 for the Route 66 Monument Signs Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Morning Dew Landscaping, Inc. in the amount of $255,630.00 with a contract duration of 90 calendar days;
2. Approve a contract allowance of $19,172.25, which is 7.5% of the lowest responsive bid;
3. Approve Change Order Authority to the City Manager in the amount of $25,563.00 which is 10% of the lowest responsive bid; and
4. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric 2023 Ford F-150 Lightning pickup and one (1) 2022 Ford Expedition in the total amount of $120,255.04, plus applicable fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) 2023 fully electric Ford F-150 Lightning pickup and one (1) 2022 Ford Expedition in the total amount of $120,255.04, plus applicable fees and faxes; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Purchase one (1) Residential Automated Side Load Refuse truck and one (1) Commercial Front Load Refuse Truck from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement in the total amount of $699,471.56, plus additional costs and fees.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of one (1) Residential Automated Side Load Refuse Truck in the amount of $349,963.21 and one (1) Commercial Front Load Refuse Truck in the amount of $349,508.35 for a total purchase amount of $699,471.56 from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement HGACBuy, Contract No. HT06-20.
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Courtesy Auto of Mesa for the purchase of two (2) 2023 Ram 4500 4x4 Cab/Chassis and one (1) 2023 Ram 2500 4x4 Cab/Chassis in the total amount of $185,784.54.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Courtesy Auto of Mesa for two (2) 2023 Ram 4500 4x4 Cab/Chassis in the amount of $63,198.70 ($126,397.40 for both) for Water Distribution and one (1) 2023 Ram 2500 4x4 Cab/Chassis in the amount of $59,387.14 for the Flagstaff Fire Department for a total of $185,784.54; and
2. Authorize the City Manager to execute all the necessary documents for the purchase of these three (3) vehicles.

F. **Consideration and Approval of Contract:** The purchase of (10) 2023 Ford Police Interceptor Utility Hybrid vehicles from PFVT Motors, LLC dba Peoria Ford in the amount of $495,099.43, plus applicable fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the contract with PFVT Motors, LLC dba Peoria Ford for (10) 2023 Ford Police Interceptor Utility Hybrid vehicles in the amount of $495,099.43, plus applicable fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

G. **Consideration and Approval of Contract:** Flagstaff Regional Plan Update Contract for Scenario Planning and Associated Public Participation Services

STAFF RECOMMENDED ACTION:

Approve the contract for services

H. **Consideration and Approval of Contract:** Approval of a contract for the City Attorney effective July 5, 2022, for a term of five (5) years expiring July 4, 2027.

STAFF RECOMMENDED ACTION:

Approve City Attorney Contract

I. **Consideration and Approval of Contract:** Approval of a contract addendum for the City Manager effective August 26, 2022.

STAFF RECOMMENDED ACTION:

Approve City Manager Contract Addendum

8. ROUTINE ITEMS

A. **Consideration and Approval of Payment:** Approval of Payment to the Arizona Department of Transportation (ADOT) in the amount of $117,136.01 for additional project design costs and administration for the Fourth Street-Cedar Avenue-Lockett Road Roundabout Project.

STAFF RECOMMENDED ACTION:

1. Approve payment to ADOT for additional project design costs and project administration in the amount of $117,136.01; and
2. Direct the City Manager to complete the necessary documents.

9. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-49:** A resolution of the City Council of the City of Flagstaff naming tennis courts located at the Hal Jensen Recreation Center the "Ron Hren Memorial Tennis Courts"

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-49 by title only
2) City Clerk reads Resolution No. 2022-49 by title only (if approved above)
3) Adopt Resolution No.2022-49

B. **Consideration and Approval of Agreement:** Master Subrecipient Agreement between the City of Flagstaff and MetroPlan for Transportation Project Funding.

STAFF RECOMMENDED ACTION:

Approve the Master Subrecipient Agreement with MetroPlan for funding to the City as a subrecipient for transportation project funding.

10. DISCUSSION ITEMS

A. **Sustainable Building Resolution Update**

STAFF RECOMMENDED ACTION:

This is an informational update on proposed revisions to the Sustainable Building Resolution (Res. 2014-09). Pending Council discussion, this item will return to Council for consideration for adoption on November 1st, 2022.

B. **Discussion and Direction concerning the Community Assistance Teams of Flagstaff Bus**

STAFF RECOMMENDED ACTION:

Provide direction on requests from the Community Assistance Teams of Flagstaff

C. **Nuisance Noise Ordinance Discussion**

The noise study results and recommendations will be presented to City Council for consideration in drafting a City of Flagstaff Nuisance Noise Ordinance.

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 Citizens' Petition to "deny zoning text code amendment change for the Switzer Canyon Wash Floodplain from rural to urban to maintain flood mitigation, protect a high natural resource area, and protect the biodiversity of the corridor"

STAFF RECOMMENDED ACTION:

Council direction.

12. PUBLIC PARTICIPATION

13. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND 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 _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE:

Consideration of Appointments: Open Spaces Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring April 2023.

Executive Summary:

The Open Spaces Commission consists of six at-large members whom shall be appointed by the City Council and one designee from the Planning and Zoning Commission. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land. There is currently one seat available due to a resignation. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are eight (8) applications on file for consideration by the Council, they are as follows:

- Jordan Dikeman (new applicant)
- Bruce Fox (new applicant)
- Ryan Laboy (new applicant)
- Lucas Minton (new applicant)
- Brian Poletti (new applicant)
- Bre Powers (new applicant)
- Liz Shero (new applicant)
- Nat White (new applicant)

In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Salas

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint one Commissioner: By appointing one member at this time, the Open Spaces Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Postpone the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: Open Space Commission Authority

CHAPTER 2-20
OPEN SPACES COMMISSION

SECTIONS:

2-20-001-0001 CREATION OF THE COMMISSION:
2-20-001-0002 TERMS OF OFFICE:
2-20-001-0003 DUTIES:
2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:
2-20-001-0005 MEETINGS; ATTENDANCE:

2-20-001-0001 CREATION OF THE COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: one (1) member from the Planning and Zoning Commission; and six (6) public at-large members. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. No. 2007-08, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-20-001-0002 TERMS OF OFFICE:

Appointments from the Planning and Zoning Commission and the Parks and Recreation Commission to the Open Spaces Commission shall be for no longer than the remaining term of the appointing Commission’s designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint two members for three year (3) terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

2-20-001-0003 DUTIES:

A. It shall be the Commission’s duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.

B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad, long-term direction for planning and decision making for the lands designated as Urban Open Space Management Area in

the Urban Open Spaces Plan of the Flagstaff Area Regional Land Use and Transportation Plan.

C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.

D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the Flagstaff Area Regional Land Use and Transportation Plan.

E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.

F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the open space program.

2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:

A. The components of the Open Spaces Long Range Management Plan shall include, but not be limited to:

1. Program goals, management decision-making processes, and implementation techniques for resource preservation.

2. Policies to provide the framework for more issue- or site-specific planning and implementation.

3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.

4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.

5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.

6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.

7. Public participation, education, and interpretive programs.

2-20-001-0005 MEETINGS; ATTENDANCE:

The Commission shall meet on a quarterly basis, at a minimum, at such times, dates and locations as determined by the members, except that the chairperson may call a special meeting with not less than twenty-four (24) hours' notice. All other rules or procedures shall be established by the members so long as the rules are consistent with state law, including the Open Meetings Law, the City Charter and this chapter.

A quorum shall consist of four (4) voting members of the Commission.

A regular Commission member who is absent for three (3) consecutive regular meetings may be removed from the Commission by a vote of the City Council. (Ord. 2003-03, Enacted, 02/04/03; Ord. 2007-08, Amended 02/06/2007; Ord. 2016-30, Amended, 07/05/2016)

6. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE:

Consideration of Appointments: Parks and Recreation Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring August 2025.

Executive Summary:

The Parks and Recreation Commission consists of seven (7) citizen members. The Parks and Recreation Commission makes recommendations to the Council regarding City parks and recreational programs, the annual budget and capital improvements for the Parks and Recreation Divisions. There are currently two available seats due to term expirations. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are four applications on file for consideration by the Council, they are as follows:

- Autumn Layden (new applicant)
- Stephen Parsons (current commissioner)
- Warren Stone (new applicant)
- Linda Stricker (new applicant)

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember McCarthy; Mayor Deasy

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint two Commissioners: By appointing two members at this time, the commission will be at full membership and able to continue to meet and provide recommendations to the City Council.
2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the openings by Board members and by City staff have occurred, informing others of these vacancies through word of mouth.

Attachments: Parks and Recreation Commission Authority

CHAPTER 2-03
PARKS AND RECREATION COMMISSION

SECTIONS:

2-03-001-0001 COMMISSION CREATED; MEMBERS:
2-03-001-0002 TERMS; VACANCIES; COMPENSATION:
2-03-001-0003 ORGANIZATION AND RULES:
2-03-001-0004 POWERS AND DUTIES:

2-03-001-0001 COMMISSION CREATED; MEMBERS:

There is hereby created a Parks and Recreation Commission for the City, consisting of seven (7) members appointed by the City Council. (Ord. No. 2007-11, Amended 02/06/2007; Ord. 2014-28, Amended, 11/18/2014)

2-03-001-0002 TERMS; VACANCIES; COMPENSATION:

Terms of the appointed members shall be for three (3) years.

The Council shall fill vacancies for the unexpired term of any of the members of the Commission and no member of the Commission shall receive compensation for services thereon. (Ord. 1475, 2-3-87)

2-03-001-0003 ORGANIZATION AND RULES:

Upon the taking effect of this Chapter, and when appointed, the members shall meet and organize and elect a Chairman to serve for one year with a new Chairman being elected each succeeding year. The Commission may adopt by-laws, procedures and standards for the operation of the Commission not inconsistent with the provisions of this Chapter. A quorum shall consist of four (4) voting members. The Commission shall meet not less than four (4) times each year.

(Ord. No. 2007-11, Amended 02/06/2007)

2-03-001-0004 POWERS AND DUTIES:

A. The duties of the Commission shall be to advise the Council, through periodic written reports to the Council, recommending policy direction on City lands, structures and facilities that are set aside or should be set aside or dedicated to recreational purposes, including but not limited to parks, swimming pools, playgrounds, playing and sports fields and golf courses. The scope of the activities of the Commission shall also include but not be limited to advising and recommending policy direction in activities involving recreational and cultural pursuits of the elderly and the young and to otherwise employ in constructive and wholesome manner leisure time of the citizens.

B. The City Council may consider the advice and recommendation of the Commission and thereafter give direction through the City Manager to implement the recreational program as they see fit.

C. The Commission shall review and make recommendation on the annual budget of the Parks Section and Recreation Section prior to the submittal thereof to the City Manager.

D. With respect to the parks and recreation portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the Council concerning the annual budgetary allocation of the parks and recreation portion of this tax, to include but not be limited to:

1. Developing parks and recreation facilities, and programs as needed to benefit the community and its visitors.

2. Funding for the Flagstaff urban trails system development and maintenance.

3. Developing, acquiring and distributing material to promote parks and recreation.

4. Retaining of appropriate staff to implement approved programs.

E. For purposes of subsection (D) of this section, "parks and recreation" means the development and management of public parks, recreational facilities, and programs which are available to the residents and visitors including funding the Flagstaff urban trail system. (Same meaning as set forth in Section 3-06-001-0001.) (Ord. 865, 12-12-72; Ord. 1335, 10-16-84; Ord. 2015-22, Amended, 01/05/2016)

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Christine Cameron, Project Manager III
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE:

Consideration and Approval of Contract: The Engineering Professional Services Contract to WSP USA, Inc. in the amount of $3,207,026.38 for the Downtown Mile Safety and Connectivity Improvement Project.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Contract to WSP USA, Inc. (WSP) in the amount of $3,207,026.38, with a contract period of 320 days; and
2. Authorize the City Manager with Change Order Authority in the amount of $160,350.00 (5% of the contract amount) for unanticipated or additional items of work; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The recommended award of the Engineering Professional Services Contract (Contract) to WSP will authorize an agreement for services to develop and deliver the design of the Downtown Mile Safety and Connectivity Improvement Project (Project).
- Proposed improvements consist of two pedestrian/bicycle tunnels under the rail corridor, Milton Underpass/BNSF Railway (BNSF) Bridge relocation and reconstruction, Milton Road/Santa Fe avenue/Sitgreaves Street traffic intersection reconstruction, BNSF track realignment, surface safety improvements, Amtrak Station platform mitigation, and Community Rail Safety Plan.
- The Contract includes development of the National Environmental Policy Act (NEPA) requirements necessary for the awarded USDOT INFRA grant construction funding.
- WSP was selected through a qualifications-based selection process per A.R.S. sec. 34-603.
- The design of the Project is anticipated to be complete in January 2024.
- Please refer to the attached Project map.

Financial Impact:

The Contract will be funded by the following:

- U.S. Department of Transportation, Federal Highway Administration Surface Transportation Block Grant (administered and provided by MetroPlan) in the amount of $490,000 plus $29,619 city match for a total amount of $519,619.
- Private partnership contribution from BNSF in the amount of $250,000.
- City Stormwater and Transportation funds in the amount of $2,627,376.38

City Council will be presented with Intergovernmental Agreement and other agreements for the MetroPlan and BNSF funding contributions.

Policy Impact:

No Impact.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Carbon Neutrality Plan

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Regional Plan

- Improve mobility and access throughout the region.
- Improve transportation safety and efficiency for all modes.
- Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the Contact with WSP as recommended which will allow WSP to initiate the design of the Project; or
2. Reject the Contract and provide additional direction to staff. This option would delay the start of design and utilization of the USDOT INFRA grant construction funds.

Background/History:

The Downtown Mile Project is a suite of City Capital transportation and stormwater projects that surround the BNSF rail corridor in downtown Flagstaff. The projects share proximity, constraints with building under and around the railroad, and opportunities for funding partnerships and construction efficiency. The individual projects were aligned into the overall Project scope out of a need to help fund mitigation impacts to rail operations from the construction of the Rio de Flag project, to expedite delivery of the City's multimodal projects, and to provide opportunity to BNSF to construct a third main rail line, which instituted their support for Project funding and approval for construction. The Project components include:

- **Florence to Walnut Pedestrian Underpass** – Construction of a pedestrian underpass to the west of the ADOT B40/Milton Road Underpass/BNSF rail bridge. Proposed to connect Florence Street and Walnut Street with a grade-separated pedestrian tunnel in an area of active trespassing.
- **ADOT B40 Milton Road Underpass/BNSF Rail Bridge Reconstruction** – The existing two-track bridge structure over Milton Road will be replaced and the location of the underpass will be shifted to the north in alignment with the proposed permanent third main line of the BNSF tracks. The bridge will include a span arrangement that will allow for the future ADOT corridor expansion, including multimodal improvements. Additionally, the proposed structure shall provide a minimum of 16’-8” vertical clearance as required by current ADOT and BNSF standards.

- **Rio de Flag Pedestrian Underpass** – This grade-separated pedestrian underpass will be constructed under the BNSF corridor and adjacent to the Rio de Flag flood control concrete box culvert. It will be tied into the future Mountain Line Downtown Connection Center site located on Phoenix Avenue.
- **Beaver Street and San Francisco Street At-grade Crossing Safety Improvements** – Will include at-grade crossing safety improvements associated with two one-way streets that intersect with the BNSF corridor adjacent to the current Amtrak station. These improvements are focused particularly on enhancing safety for pedestrians.
- **Amtrak Station Improvements** - Investigation of platform mitigation during construction and possible south platform improvements.
- **Community Rail Safety Plan** - A rail safety plan in accordance with Federal Railroad Administration guidelines will be delivered during design.

In addition, alignment and support for these projects will greatly benefit delivery of the Rio de Flag Flood Control Project and the Lone Tree Overpass Project.

Purchasing staff issued a Request for Statement of Qualifications (RSOQ) solicitation for engineering professional services, and it was published in the Arizona Daily Sun on April 24 and May 1, 2022. Purchasing posted the RSOQ on PlanetBids, the City of Flagstaff's Bidding platform, on April 19, 2022. On May 23, the City received one Statement of Qualifications from an engineering consultant firm. A five-member selection committee of City staff and one local agency reviewed and evaluated the statement. Although there was only one statement received, the selection committee determined that the expertise and professional ability to perform the scope of work was fully illustrated and WSP is highly qualified to deliver the design for the Project.

Key Considerations:

Key considerations for approval of the design contract include:

- This Contract work takes the previous designs and concept studies performed for the various Project components and completes design in a manner that capitalizes on efficient and fiscally responsible delivery of the overall Downtown Mile Improvements.
- Alignment and support for these projects will greatly benefit delivery of the Rio de Flag Flood Control Project and the Lone Tree Overpass Project.
- Integrating benefit for BNSF brings funding cooperation for both design and construction of the project and facilitates project approvals.
- The Project will deliver important improvements to the community, including better connectivity to underserved neighborhoods, rail and pedestrian safety improvements, increased multimodal accessibility, and progress on City climate action goals.

Community Benefits and Considerations:

Please see the Key Consideration section above for discussion on Community Benefits and Considerations.

Community Involvement:

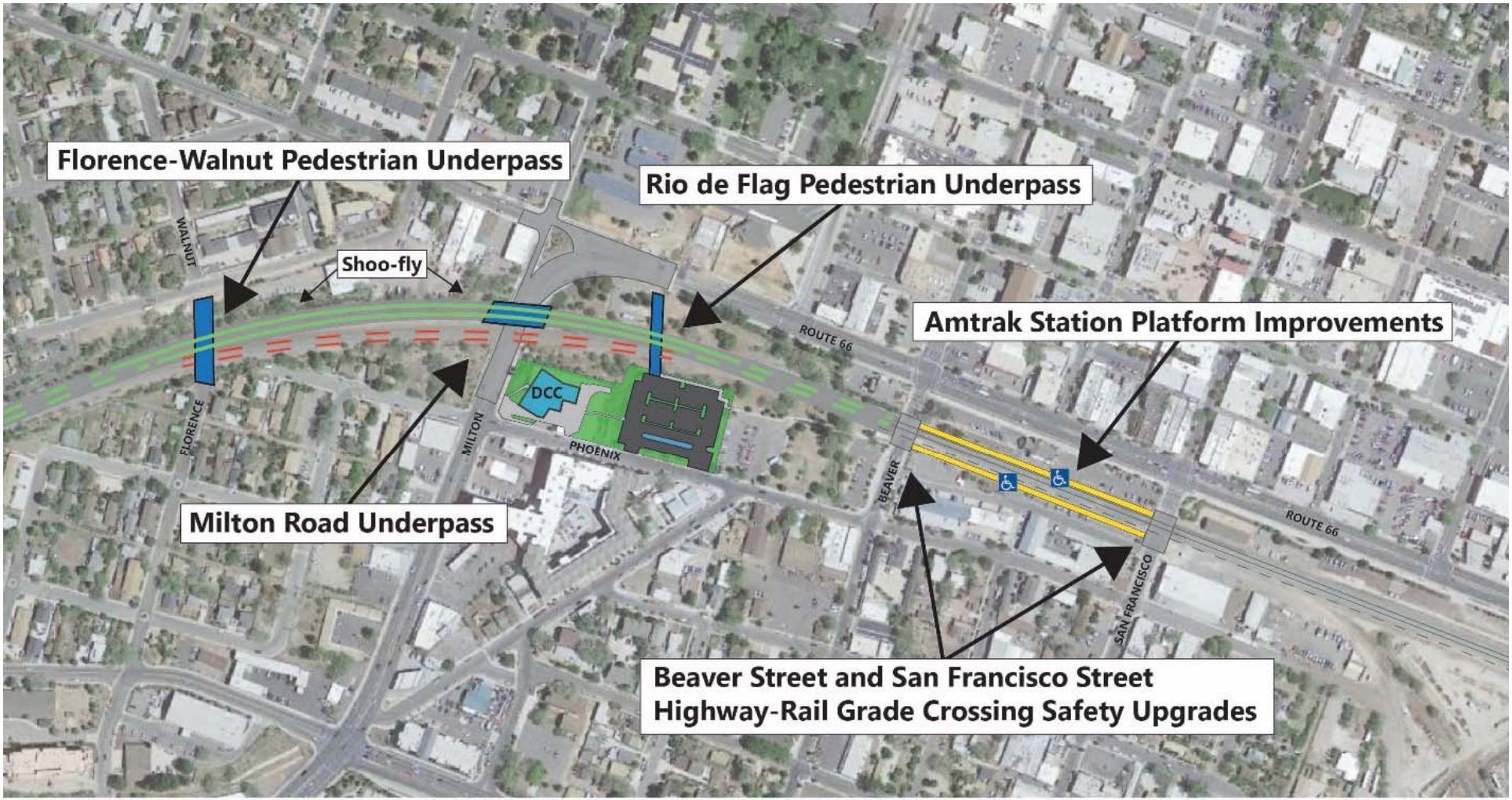
The Flagstaff community has been engaged over time for most of the project components included in the Downtown Mile, including public meetings and La Plaza Vieja Neighborhood Specific Plan adoption of the Florence-Walnut Pedestrian Underpass, the Rio de Flag Flood Control Project and Pedestrian Underpass, and the ADOT Corridor Master Plan for Milton Road. This Contract with WSP includes public involvement and full NEPA development, which entails community and stakeholder coordination, cultural and biological resource investigations, State Historic Preservation Office consultation and project concurrence requirements, hazardous material clearances, and established public comment periods on the overall document scope and findings.

Expanded Options and Alternatives:

1. Approve the Contract to WSP as recommended which will allow WSP to initiate the design of the Project; or
2. Reject the Contract and provide additional direction to staff. This option would delay the start of design and utilization of the USDOT INFRA grant construction funds.

Attachments: Downtown Mile Project Map
Agreement
Contract Exhibit A - Scope and Fee
Contract Exhibit D - FHWA Grant Provisions
Contract Exhibit D - WIFA Grant Provisions

Downtown Mile Safety and Connectivity Improvements Project Components



CITY OF FLAGSTAFF

BNSF RAILWAY

N

1000 ft

CONTRACT FOR PROFESSIONAL SERVICES
Contract No.: 2022-108

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and WSP USA, Inc., a New York Corporation ("Contractor").

WHEREAS, the City desires to receive and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR
CITY OF FLAGSTAFF DOWNTOWN MILE PROJECT

and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in *Exhibit A.*

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated by reference by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A.*

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C.*

5. Grant Provisions: Contractor shall meet the Grant Provisions as stated in the U.S. Environmental Protection Agency (EPA) through Water Infrastructure Finance Authority of Arizona (WIFA) and the Federal Highway Administration (FHWA) through MetroPlan attached hereto as *Exhibit D*.

6. Key Personnel/Subcontractors: Contractor's Key Personnel, Subcontractors (if any), and contact information are designated in *Exhibit A.* Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

7. City Representative: The City Representative is Christine Cameron, Senior Project Manager. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.

8. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

9. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be in force for an initial term of **three hundred sixty-five (365)** calendar days.

10. Renewal: This Contract may be renewed by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

11. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

PAYMENT

12. Compensation: Contractor shall be paid an amount not to exceed **three million two hundred seven thousand twenty-six dollars and thirty-eight cents ($3,207,026.38)** for satisfactory performance of the work identified in the Scope of Work attached hereto as *Exhibit A*.

13. Price Adjustment: If price adjustments are permitted (see Exhibit A), any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than $49,999; otherwise, if the annual Contract price exceeds $50,000, City Council approval is required.

DATA AND RECORDS

14. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

15. Re-Use: City may use Contractor's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.

16. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

MISCELLANEOUS

17. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Patrick Brown
Purchasing Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
pbrown@flagstaffaz.gov

To Contractor:

With a copy to:
Christine Cameron
Project Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
ccameron@flagstaffaz.gov

18. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

_____

Print name:_____
Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____
Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

(Attached)

Final Negotiated Scope of Work (with any modifications required by City)

1. Appendix A: The Florence to Walnut Pedestrian Underpass
2. Appendix B: The ADOT B40/BNSF Milton Bridge Reconstruction
3. Appendix C: The Lone Tree Overpass

EXHIBIT B

STANDARD TERMS AND CONDITIONS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials. Delivery of nonconforming materials, and/or services, at the option of the City, shall constitute shall deliver conforming materials in each installment or lot of the Contract a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any

invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and performed in a diligent and professional manner.

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

INSPECTION, RECORDS, ADMINISTRATION

32. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

33. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

34. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

35. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

36. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, and employees, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, to the extent caused by the negligent errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

37. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within

a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall indemnify and hold the City, and its officers, agents, and employees harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy law violations caused by it, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

39. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

40. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the Parties.

41. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

42. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

43. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

44. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

45. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

47. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

50. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties

may execute all remedies available at law in addition to the Contract remedies provided for herein.

51. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

52. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

53. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

54. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

55. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

56. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

57. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

58. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

59. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

61. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

66. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

67. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

68. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. OTHER INSURANCE REQUIREMENTS: The insurance policies shall contain, or be endorsed to contain, the following provisions:

a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be included as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. ACCEPTABILITY OF INSURERS: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. CERTIFICATES OF INSURANCE: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. POLICIES: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's endorsements 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 the Contract.

11. MODIFICATIONS: Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

EXHIBIT D

GRANT PROVISIONS

(Attached)

1. Grant Provisions as stated in the U.S. Environmental Protection Agency (EPA) through Water Infrastructure Finance Authority of Arizona (WIFA)

2. Grant Provisions as stated in the Federal Highway Administration (FHWA) through MetroPlan

WSP USA
Contract No. 2022-108
City of Flagstaff Downtown Mile Project
Planning and Design Services
Project No. XX

Scope of Work
For
Planning and Design Services

August 2022

GENERAL DESCRIPTION OF WORK:

WSP USA (WSP) will provide Design Services for the Downtown Mile Planning and Design Services Project for the City of Flagstaff, AZ. The project includes:

- Roadway, Drainage, and Traffic design for the reconstruction of Milton Road between Phoenix Avenue to the South and the newly reconstructed Rio de Flag bridge to the north
- Roadway, Drainage, and Traffic design for the reconstruction of the Sante Fe Avenue and Sitgreaves Street Intersection with Route 66 / Milton Road
- Structural design and geotechnical investigation for the reconstruction of the Burlington Northern Santa Fe (BNSF) bridge supporting the BNSF railway and the associated retaining walls along Milton Road, the Florence-Walnut multi-use path under BNSF, the Flagstaff Urban Trail System (FUTS) trail and United States Army Corps of Engineers (USACE) box structures under BNSF, and the widening, replacement, or removal (to be determined) of the existing BNSF Rio de Flag crossing
- Temporary Shoring required to construct the realigned railway and associated structures
- Drainage, systems, and structural design for the reconstruction of the pump house along Milton Avenue
- Rail design for the realignment of BNSF railway through the project area starting west of the Florence-Walnut and tying into the Lone Tree Overpass rail limits near San Francisco Street.
- Preliminary site location of the Amtrak station platform (general location only)
- Survey of the project area
- Landscape, aesthetics, and stormwater protection plans for the project
- Utility and right-of-way coordination for the project
- Stakeholder and permit coordination for the project
- Project Schedule coordination for multiple projects along BNSF ROW
- A Rail Safety Plan

This scope of work covers the development of construction plans, specifications, and an engineer's estimate of probable cost for the work described above, as well as the additional tasks described. Construction plans will be developed following a Concept Level, 60%, 90%, and PS&E Submittal Process. Key stakeholders include Arizona Department of Transportation (ADOT), BNSF, and the USACE, Amtrak, and Mountain Line. The Submittals are described more generally as follows (submissions of Reports may be adjusted outside these general submittals):

1. Concept Level – This submittal will further develop concepts shown in the Feasibility Study and incorporate comments received from ADOT, BNSF, and the City. Structural concepts for the crossing structures at Florence-Walnut, the USACE Rio de Flag (RDF) crossing, and the BNSF crossing at the existing Rio de Flag will be developed to evaluate structural alternatives to be reviewed by the City. Roadway, Drainage, Traffic, and Utilities will be developed and submitted as either a Roll Plot or Construction Drawings and are not intended to be a formal review. Railway and Structural Concepts will be developed and submitted to BNSF (BNSF Design A Submittal) and ADOT for comments as part of the stakeholder review submittal processes. Concepts for the intersection with Santa Fe Avenue and Sitgreaves Street are anticipated to be submitted and presented to the City Commissions and Mayor and Council for selection of a preferred intersection after this submittal.
2. 60% Submittal – This submittal will provide an official 60% level submittal for the City to review for all design elements as described in this scope of work and will include 60% Design Plans, Specifications, and Engineer's Estimate of Probable Cost and will include review packages for ADOT and the USACE. A 30% Design Package (BNSF Design B Submittal) will be prepared for BNSF. The Draft of the Traffic Impact Analysis will be submitted to the City and ADOT. The Geotechnical Report may be preliminary at this stage based on availability to obtain clearances for field explorations to be completed due to access and weather restrictions in Quarter 4. If access for drilling is not allowed, a preliminary report will be prepared based on available information and later confirmed with field explorations.
3. 90% Submittal – This submittal will further refine the 60% submittal based on review comments received by the City and Stakeholders. This will be considered the final submittal for review for all work elements as described in this scope of work and will include 90% Design Plans, Specifications, and Engineer's Estimate of Probable Cost and will include review packages for ADOT and USACE. A Final Design Package (BNSF Design C Submittal) will be prepared for BNSF. Final Traffic Impact Analysis will be submitted to the City and ADOT. A Final Geotechnical Report will be submitted to the City after all field explorations and data analysis is complete.
4. PS&E Submittal – This submittal will be the Sealed Plans and Specifications submittal to the City and will be developed in coordination with a Construction Manager at Risk (CMAR) Contractor. This submittal will include Sealed Engineering Plans and Specifications and an Engineer's Estimate of Probable Cost.

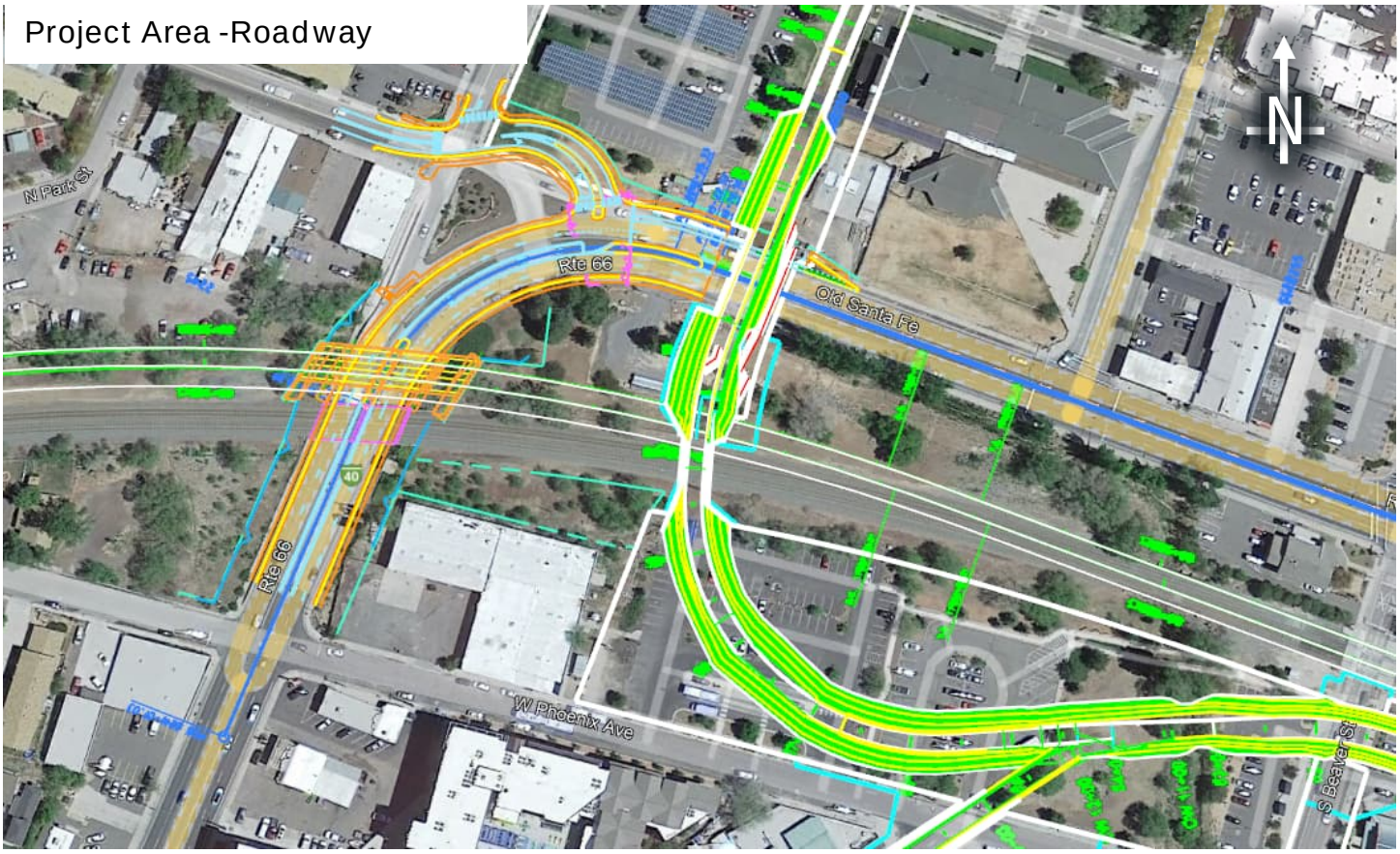
Project Plans and Specifications will be developed based on the Owner of the facility impacted. A general summary of this is as follows:

1. Milton Road – Milton Road is an ADOT facility and will be designed and detailed using ADOT CADD Standards using MicroStation and Open Roads. Specifications will be based on the current version of the ADOT Standard Specifications for Road and Bridge Construction and the current Stored Specifications.

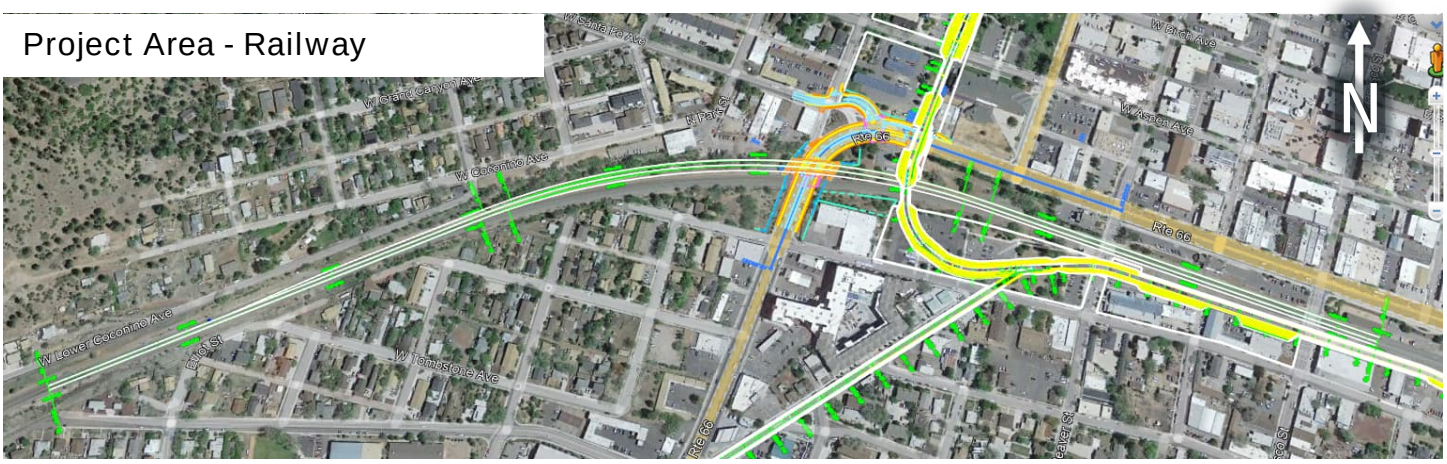
2. Santa Fe Avenue and Sitgreaves Street – These facilities are City of Flagstaff facilities and will be designed and detailed using City of Flagstaff standards using AutoCAD. Specifications will be based on the current City specifications supplemented by the Maricopa Association of Governments standard specifications.
3. BNSF and Amtrak – These facilities are Owned by BNSF and will be designed and detailed to BNSF and AREMA guidelines and CADD standards using MicroStation. Specifications will be based on AREMA Specifications supplemented by BNSF and Amtrak requirements.

The anticipated duration of this project is 12 months from Notice to Proceed (NTP) to submission of the construction documents to provide sufficient time for reviews of each submittal stage and coordination with the impacted stakeholders. It is assumed that there will be a 4-week review for the Concept Submittal to obtain stakeholder buy-in, no review hold point at the 60% Submittal, and another 4-week review for the 90% Submittal for final Stakeholder clearances. Extensions in this duration resulting from delays in obtaining necessary data, input, or feedback may result in additional project costs. It is anticipated that some permits may take longer than this schedule based on stakeholder requirements. The work will be performed using a Lump Sum fee based on the scope outlined herein. If additional scope is required, a subsequent contract modification will be submitted to the City for approval prior to any additional work being completed. WSP will invoice the City monthly based on percent complete as design progresses.

Project Area -Roadway



Project Area - Railway



WSP's work will be supported by the following subconsultants:

1. Peak Engineering: Design of the Sitgreaves Street and Santa Fe Intersection, including roadway, signing, striping, exhibit development, and presentations to Commissions and Mayor and Council. Peak will design the Beaver and San Francisco roadway crossings in coordination with the railway engineers (WSP). Peak Engineering will also assist with Utility support and coordination for the entire project limits.
2. TranSystems Corporation: Design of the Florence-Walnut Pedestrian Underpass. Work will include a re-evaluation of the crossing to evaluate the cost of a box structure for Concept Level and design or redesign of the box/existing structural plans based on the results of that Concept Level Investigation. TranSystems will also be responsible for the design of shoring elements for the project.
3. Northland Exploration Surveys: Field and Design Survey for the project areas and right-of-way plan development as part of the project.
4. Wheat Design Group: Landscape and Aesthetics for the project and Stormwater Pollution Prevention Plans (SWPPP).
5. GSI: Geotechnical drilling in support of field explorations for geotechnical investigations.
6. Quail: Traffic control for geotechnical exploration within ADOT right-of-way.
7. Wood: Lab testing of soil and rock data retrieved during geotechnical explorations.

Subconsultants scope of work and fee are attached as appendices at the end of this document.

It is anticipated that this project will become a Construction Manager at Risk (CMAR) project between Concept Design and 90% Design. It is assumed under this scope that redesign and value engineering efforts will not require significant changes to design established at the Concept Design phase. Significant changes in design may require a subsequent contract modification to complete the work.

TASK 1.0 – PROJECT MANAGEMENT AND COORDINATION

The work under this task will include general project management and coordination activities during the project. This task includes project management, meetings, project documentation, and development of meeting agendas and minutes.

SUBTASKS:

TASK 1.1: Project Management work will include project set up, monthly invoicing, and project tracking.

TASK 1.2: Project Meetings will include meetings throughout this scope of work to coordinate with the City of Flagstaff and obtain feedback. A meeting agenda and minutes will be prepared for each meeting and include documentation of decisions.

TASK 1.2A: A project kickoff meeting following NTP will be scheduled and held with the City and is anticipated to include a site walkthrough with key task leads (In Person: PM, DPM, Roadway, Drainage, Structures, Traffic, Geotechnical Virtual: Public Involvement, Rail, Environmental, Planning). This meeting will be held in person with a portion of the meeting to be held virtually to allow attendance by stakeholders and remote task leads.

TASK 1.2B: Monthly progress meetings will be scheduled with City staff and invited stakeholders to discuss project elements and design decisions (Virtual: PM, DPM, Roadway, Drainage, Structures, Traffic, Geotechnical, Public Involvement, Rail, Environmental, Planning). These meetings will include all key task leaders and will be held virtually to allow attendance by stakeholders and remote task leads.

TASK 1.2C: Bi-monthly stakeholder meetings are anticipated to discuss project elements and coordinate project requirements with other local projects and permit requirements. Anticipated stakeholders requiring additional coordination include ADOT, BNSF, and USACE. These meetings will include selected key task leads (Virtual: PM, DPM, Roadway, Structures, Rail, and Traffic) whose work is impacted by the stakeholder and will be held virtually to allow attendance by stakeholders and remote task leads.

TASK 1.3: Project Coordination is provided to coordinate work performed by subconsultants for survey and utilities. This coordination includes survey review and verification, attendance at utility meetings, and conflict identification and mitigation.

TASK 1.4: The Quality Program is WSP's program to verify that quality control procedures on the project are implemented and executed per the project Quality Plan. Time under this task includes Quality Assurance reviews and coordination of submittals prior to submission to the City. Quality Control is handled at a task level by the Task Leads under the work described elsewhere. Four submissions are identified for this task: Concept, 60%, 90%, and PS&E.

ASSUMPTIONS:

1. It is assumed that meetings, except for the Kick-off meeting, will be virtual and do not require travel.

DELIVERABLES:

Meeting Agendas (Electronic PDF), Meeting Minutes (Electronic PDF)

TASK 2.0 – ROADWAY

The work under this task will include the design of Milton Road from Phoenix Avenue to the south to the newly reconstructed Route 66 Rio de Flag crossing to the north. Milton Road / Route 66 is an ADOT facility so this section of roadway will be designed per ADOT design criteria. Plans will be developed for an Interim Condition generally matching the existing typical section of the roadway, but design will consider an Ultimate Condition for the future widening of Milton Road as identified in the ADOT *Milton Road Corridor Master Plan*. It is understood that this plan is not formally adopted. Ultimate Condition will be confirmed during the project.

SUBTASKS:

TASK 2.1: City Meetings that involve presentations to City Commissions and the Mayor and Council are anticipated for the intersection of Sitgreaves Street and Santa Fe Avenue and the connection into Milton Road / Route 66. Attendance at these meetings will be required to describe the alternatives as well as introduce the overall project and to allow the Mayor and Council to select the preferred alternative. Each meeting is assumed to be two-hour duration plus time for presentation preparation. It is assumed that the Mayor and Council meeting will be in person and the Commission meeting will be Virtual.

ASSUMPTIONS:

1. It is assumed that 1 Commission meeting will be virtual, and 1 Mayor and Council meeting will be in person.

DELIVERABLES:

Intersection Concept PowerPoint (Electronic PDF)

TASK 2.2: Concept Submittal. The submittal is anticipated to include:

- One Roll Plot at a scale of 1" = 20' to include an aerial image of the roadway footprint, roadway geometry and layout, vertical profile, and typical sections, as well as ROW impacts and existing utilities (as available at the time of submittal). The roadway Roll Plot will also depict conceptual pavement striping and drainage improvements.

DELIVERABLES:

Concept Submittal and Engineer's Estimate (Electronic PDF)

TASK 2.3: 60% Submittal. The submittal is anticipated to include:

1. Plans at a scale of 1" = 40' to include:
    a. Cover, General Notes, Index (2 Sheets)
    b. Typical Sections (2 Sheets)
    c. Roadway Detail Sheets (Up to 3 Sheets)
        a. Includes Barrier Summary, Curb Access Ramps, and Barrier/Retaining Walls
    d. Roadway Geometry Sheets (1 Sheet)
    e. Demolition Plans (1 Sheet)

f. Roadway Plan and Profile Sheets (2 Sheets, 1 Plan sheet and 1 Three-Line (profile data for centerline control and outside curbs) Profile sheet)

g. Side Road Plan and Profile Sheets (2 Sheets)

h. Cross Sections (5 Sheets) – Sections will be produced using Open Roads at 50-foot intervals

DELIVERABLES:

60% Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

TASK 2.4: 90% Submittal. The submittal is anticipated to include:

1. Plans at a scale of 1" = 40' to include:
    a. Cover, General Notes, Index (2 Sheets)
    b. Typical Sections (2 Sheets)
    c. Roadway Detail Sheets (Up to 6 Sheets Total)
        i. Includes Barrier Summary, Curb Access Ramps, Barrier/Retaining Walls, other general detail sheets
    d. Roadway Geometry Sheets (1 Sheet)
    e. Demolition Plans (1 Sheet)
    f. Roadway Plan and Profile Sheets (2 Sheets, 1 Plan sheet and 1 Three-Line Profile sheet)
    g. Side Road Plan and Profile Sheets (2 Sheets)
    h. Intersection Staking Plans (2 Sheets) - For construction of Milton Road at Phoenix Ave and the connections to Santa Fe Avenue and Sitgreaves Street
    i. Cross Sections (5 Sheets) – Sections will be produced using Open Roads at 50-foot intervals

DELIVERABLES:

90% Submittal, Specifications, Engineer's Estimate, and Earthwork Report (Electronic PDF)

TASK 2.5: PS&E Submittal. The submittal is anticipated to include:

a. Plans at a scale of 1" = 40' to include:

1. Cover, General Notes, Index (2 Sheets)
2. Typical Sections (2 Sheets)
3. Roadway Detail Sheets (Up to 9 Sheets Total)
    a. Includes Barrier Summary, Curb Access Ramps, Barrier/Retaining Walls, other general detail sheets
4. Roadway Geometry Sheets (1 Sheet)
5. Demolition Plans (1 Sheet)
6. Roadway Plan and Profile Sheets (2 Sheets, 1 Plan sheet and 1 Three-Line Profile sheet)

7. Side Road Plan and Profile Sheets (2 Sheets)
8. Intersection Staking Plans (2 Sheets) - For construction of Milton Road at Phoenix Ave and the connections to Santa Fe Avenue and Sitgreaves Street
9. Cross Sections (5 Sheets) – Sections will be produced using Open Roads at 50-foot intervals

DELIVERABLES:

PS&E Submittal, Special Provisions, Engineer's Estimate, and Earthwork Report (Electronic PDF and associated base files)

ASSUMPTIONS:

1. The above scope and fee is based upon the acceptance of the proposed vertical profile from the Feasibility Study and proposed Stopping Sight Distance based upon a 30 MPH design speed and 3D analysis using ½-K value criteria, as discussed with the City of Flagstaff and ADOT on April 27, 2021.
2. It is assumed that all meetings, except for 1 Mayor and Council meeting, will be virtual and do not require travel.
3. Plans and design work will be performed using MicroStation and Open Roads.
4. Earthwork Report as described above will be for the Roadway improvements only. Earthwork required for rail construction and other offsite (outside of the roadway construction footprint) improvements is excluded from the proposed fee.
5. Earthwork will be calculated to the proposed pavement subgrade.

TASK 3.0 – DRAINAGE

The work under this task includes the development of a drainage system for the project limits, which includes Milton Road, the Santa Fe Avenue and Sitgreaves Street intersection and tie-in, BNSF right-of-way within the project limits, and the ADOT Stormwater Pump Station relocation. The following criteria is anticipated to be used to design the drainage systems and is associated with ownership of facility under consideration: City of Flagstaff for Santa Fe Avenue and Sitgreaves Street, ADOT for Milton Road & the Stormwater Pump System, and BNSF/AREMA for the railroad facility. Key items include:

1. Review change in conditions
2. Upgrade the Milton Road storm drain system
3. Upgrade the Santa Fe Avenue / Sitgreaves Street storm drain system and coordinate current redesign being performed by others
4. 404 coordination with the existing BNSF Rio de Flag crossing
5. 408 coordination for pipe connections into the proposed RDF box culvert
6. Stormwater Pump Station Siting & Design

SUBTASKS:

TASK 3.1: Drainage Coordination under this task will include drainage specific breakout meetings with the City of Flagstaff Stormwater, ADOT TSMO (Pump Station), and USACE. WSP anticipates attending 5 break out meetings for each entity (15 in total). These meetings are anticipated to be 1 hour long and virtual and will require four staff (PM, 2

Drainage, 1 Pump Engineer). Staff will prepare meeting agenda and summary notes to be distributed to attendees after the meeting.

ASSUMPTIONS:

1. It is assumed that meetings will be virtual and do not require travel.

DELIVERABLES:

Meeting Agendas (Electronic PDF), Meeting Minutes (Electronic PDF)

TASK 3.2: Concept Design - Drainage

Work under this task will include concept level design for the drainage systems within the preferred alternatives for Milton Road, Santa Fe Avenue and BNSF railroad.

Drainage:

- Data Collection – Request and research available mapping, soils data, as-built plans
- Preliminary Hydrology for Initial layout catch-basin locations
- Initial Spread Computation for locating catch-basin in accordance with appropriate criteria.
- Preliminary Hydrology for BNSF Onsite and Offsite
- Preliminary Hydraulics for Facilities within BNSF R/W
    - Track Side Channel Design & Analysis to match pre-project conditions
    - RDF Crossing Alternative Analyses – Two alternatives (Bridge Widening & Culvert) to be sized to match pre-project conditions or approved interim flow rate. Size Recommendations will be provided to Structures team who will develop plans for the approved concept.
- Preliminary storm drain sizing is based on design storm and full flow, no detailed hydraulic analyses are included at this stage.

DRAINAGE DELIVERABLES:

- Concept Drainage Plan Sheets (Est 10 shts, No Profiles included at this stage)
- Recommended sizes for existing BNSF Rio de Flag Crossing to Structures Team
- Engineer's Estimate of Probable cost (Electronic PDF)
- Drainage Reports are <u>not</u> included at this stage.

TASK 3.3: Concept Design – Pump System

Work under this task will include concept level design for the pump station as well as exhibit preparation to identify the preferred location for the relocation of the pump station. Exhibits will be prepared early in the task to be presented to the City to identify the preferred location to allow for development of the preliminary concept design along with identified advantages and disadvantages of each location. Up to three locations will be identified and exhibits will identify access, turnarounds, and conflicts for each location.

- Pump Station Design
  WSP will summarize the impact of the pump station on the storm drain system to be included in the Drainage Report. The pump station will be evaluated as a stand-alone element that accommodates the gravity flows

into a wet well chamber and discharges against a total dynamic head at the proposed outfall. Pump selection criteria will be based on submersible centrifugal pumps operated through a standard transducer or bubbler system with float control emergency backup. Typical pump performance product cut sheets will be provided in an appendix.

- Basis of Design Memorandum -
  WSP will prepare a Basis of Design memorandum detailing the pump type selection, wet well requirements, general structural elements, and mechanical parameters of the pump station based on a typical duplexing pump station. The memorandum will also set the required storage volume of the upstream storm drain system in conjunction with the wet well dimensions and pump maintenance accessibility. Electrical design comments for both the motor control center and the water level operating set points will be discussed in relation to the operation of the mechanical elements. Provisions for ADOT to supplement the pump station switchgear with ancillary devices or SCADA equipment will be included in the design.
  The Basis of Design Memorandum will also describe the design parameters of the pump station elements as they pertain to the site constraints. The memorandum will be submitted for review with the Concept Submittal for comment and approval prior to proceeding with any subsequent design efforts.

PUMP STATION DELIVERABLES:

- Pump Station Basis of Design (Electronic PDF)
- Engineer's Estimate of probable cost (Electronic PDF)

TASK 3.4-3.9: Final Design (60%, 90% PS&E Submittal).
WSP will progress the concept level design through final design including the 60%, 90% and PS&E design levels. WSP will review the staged submittal comments and prepare comment responses. Final resolution of all comments will be made through comment resolution meetings (CRM) which will be documented through meeting summary notes. Each staged submittal will incorporate agreed upon revisions in accordance with the Comment Resolution process. Each staged submittal will document the analyses and final design in a project-wide drainage report, which is anticipated to include a draft at 60% and a Final (Signed Sealed) at 90%. Prior to each submittal WSP will review the deliverables using our internal QAQC process. At each submittal, special provisions and/or specifications will be developed along with quantity take-off and an Engineers Estimate of Probable Cost and included with the overall project estimate and specifications.

DRAINAGE DELIVERABLES:

- Drainage Plan Sheets (10)
- Storm Drain Profile Sheets (Est 5 profile sheets, No Culvert P&Ps are included)
- Special Details (Est 5 sheets)
- Engineer's Estimate of probable cost (Electronic PDF)
- Draft & Final (signed Sealed) Drainage Report for entire project.

Pump Station Final Design
WSP will finalize the layout of the wet well, pump configurations, maintenance access, and operational controls. Mechanical design for the pump station will include all penetrations, seals, and coatings in the wet well, submersible centrifugal pumps with a rail-type installation mounts, ductile iron force main piping, along with braces, valves, fittings,

and the plumbed discharge to an outfall. Electrical design for the pump station will begin on the load side of the motor control center cabinet and include the conduit, conductor, and control elements. Cabinet enclosure space will be provided for any site-specific ancillary or SCADA elements that ADOT may want to install. Trash capture devices will be sized and situated to provide capture of first flush water quality flows. Additional storm flows events may require a bypass installation for flows in excess of the nominal trash device capacity.

Pump station design is anticipated to include 10 mechanical sheets including:

- Pump station proximity plan layout
- Pump station wet well plan and profile
- Pump curve and performance requirements
- Mechanical details
- Pump house details
- Trash capture details

Pump station design is anticipated to include 8 electrical sheets including:

- One-line diagram
- Plan layout of electrical components and schematic conduit runs
- Conduit and conductor schedule
- Electrical details
- Generator set details

WSP will incorporate precast structural elements for the pump station wet well design where possible. Should other than precast elements be required for the pump station design, those elements and any associated calculations or reports may be provided as additional work through a scope modification. Pump station specifications will be product specification or approved equivalent. WSP will provide an Engineer's Estimate of Probable Cost with each submittal package based on typical component and material cost data.

PUMP STATION DELIVERABLES:

- Concept Pump Station Mechanical Plan Sheets
- Concept Pump Station Electrical Plan Sheets
- Engineer's Estimate of Probable Cost (Electronic PDF)
- Draft & Final Pump Station Design Report included with project-wide drainage report.

ASSUMPTIONS:

1. *Drainage Design:*
    a. Design Level aerial topographic data within the project area will be provided by WSP's subconsultant at a design level scale of at least 1-ft contour interval.

b. City of Flagstaff will provide topographic data (2019 2-ft LiDAR) in GIS format for areas draining onto the project site.
c. City of Flagstaff will provide Watershed data, hydrologic data and associated reports for Mars Hill and Lower Clay Wash watersheds.
d. As-Built drawings and associated Drainage/H&H Reports will be provided for the project by City of Flagstaff, BNSF and ADOT.
e. Design level supplemental survey will be provided as needed to the drainage team.
f. A CLOMR/LOMR will not be required. Work will be completed under the USACE RDF CLOMR or will not be required due to the changing mapping that is being undertaken by the City. This will be confirmed with the Floodplain Administrator during the project.

2. *Stormwater Pump Station Design:*
    a. All permitting applications, ROW acquisition, easements temporary or otherwise, fees, and negotiations with any agencies outside of ADOT to be paid for by Others outside of this contract.
    b. Simulation (System) modeling of the pump station is not included under this scope.
    c. Pump station performance beyond the Project design storms (50-year assumed based on current ADOT manual) is beyond the scope of this work.
    d. Utility requirements will be coordinated during design. Pump station to be on a dedicated power circuit.
    e. "SCADA Ready" requirements will be specified by ADOT. Pump design is limited to accommodation of this system, but SCADA design is not included within this scope.
    f. Pump station emergency power will be provided by an on-site generator set or an ATS as requested by ADOT.

TASK 4.0 – TRAFFIC DESIGN

The Work under this task includes the development of a Traffic Impact Analysis (TIA) report and Final Design Plans for traffic design elements for Route 66 from Phoenix Avenue to the Rio de Flag bridge and immediate adjacent major intersections. A Concept Design (15% plans) will be developed and include the recommended intersection alternative at the Route 66 and Santa Fe Ave intersection. Final Design will include 60%, 90%, and PS&E plans, quantities, and Special Provisions for the traffic design elements for Pavement Marking, Signing, Roadway Lighting, Traffic Signals, Construction Sequencing, and Traffic Control.

SUBTASKS:

TASK 4.1: City Meetings that involve presentations to City Commissions and the Mayor and Council are anticipated for the intersection of Sitgreaves Street and Santa Fe Avenue and the connection into Milton Road / Route 66. Attendance at these meetings will be required to describe the alternatives and to allow the Mayor and Council to select the preferred alternative. Each meeting is assumed to be two-hour duration plus time for presentation preparation. It is assumed that the Mayor and Council meeting will be in person and the Commission meeting will be Virtual.

ASSUMPTIONS:

1. It is assumed that 1 Commission meeting will be virtual, and 1 Mayor and Council meeting will be in person.

DELIVERABLES:

Intersection Concept PowerPoint (Electronic PDF), See Task 2.1

TASK 4.2: Traffic Impact Analysis. This task involves the development of a project Traffic Impact Analysis (TIA) to provide input into the design and for approval by ADOT. The TIA will follow ADOT guidelines due to the impact to Route 66 and will include major intersections from Butler Avenue to San Francisco Street. The following subtasks are anticipated:

- Traffic Modeling
- Safety Analysis
- Alternative Analysis
- Traffic Signal Warrant Analysis
- Traffic Impact Analysis

TASK 4.2A: Traffic Modeling. WSP will coordinate with MetroPlan, the regional metropolitan planning organization, to obtain the latest traffic count data and travel demand model traffic projections. The MetroPlan regional travel demand output will be reviewed against similar ADOT data/projections for Route 66. WSP will work with the stakeholders to establish foundational existing traffic count data and future traffic projections for each study area roadway.

WSP will develop Synchro/SimTraffic models to analyze vehicle operations within the study area under existing and future configurations. The following intersections will be included for analysis:

- Historic Route 66 corridor including the intersections of Butler Ave, Phoenix Ave, Santa Fe Ave, Humphrey St, Beaver St, and San Francisco St.
- The intersection of Santa Fe Ave and Sitgreaves St.

The Synchro models will be utilized to evaluate AM and PM peak hour traffic operations under Existing, Opening Year, and a projected 2040 Design Year. WSP will utilize the Synchro/Sim Traffic model developed from the Lone Tree Overpass project as appropriate. WSP will coordinate with ADOT and the City to obtain existing traffic signal timing.

Synchro measures-of-effectiveness (MOEs) will be HCM level-of-service, average user delay, and queue lengths.

TASK 4.2B: Safety Evaluation. WSP will obtain five-year historic crash data from the City, MetroPlan, and/or ADOT. WSP will summarize the crash data within the project limits for crash type, severity, reported conditions, and location. For the intersection of Route 66 and Santa Fe Ave, WSP will collect and analyze crash modification factors (CMF's) from the Crash Modification Factors Clearinghouse to be used for the alternative's evaluation. The results of this effort will provide an independent opinion of the safety performance for each intersection alternative being evaluated. Safety results will be included in the Traffic Impact Analysis (TIA) report.

TASK 4.2C: Alternatives Analysis. WSP will complete an alternatives analysis for the configuration of the Route 66 and Santa Fe Ave intersection. Up to three intersection configurations, plus a No-Build alternative, will be analyzed for the projected 2040 Design Year. The alternatives presented in the City of Flagstaff Milton Road Feasibility-Ph2 Feasibility Report (Milton Feasibility Report) will provide the basis for the intersection configurations. This analysis will compare findings of the operations analysis, safety analysis, stakeholder feedback, and planning level impacts to the project. One schematic of each alternative will be provided to show a planning level concept. Concepts will be coordinated with other disciplines to evaluate alternative impacts to other disciplines and the project cost overall. The Evaluation Matrix developed in the Milton Feasibility Report will be refined and used to tabulate analysis results for each alternative. A recommended intersection configuration will be identified for the Route 66 and Santa Fe Ave intersection and presented to the city.

A design memorandum will be prepared describing the alternatives, refinements to the Evaluation Matrix, and discussion of the recommended intersection configuration. Included with the memorandum will be the schematic of each alternative suitable for presentation to stakeholders. WSP will request that the city provide a preferred alternative from the design memorandum prior to finalization of the Traffic Impact Analysis.

TASK 4.2D: Traffic Signal Warrant Analysis. A Traffic Signal Warrant analysis will be completed for the Route 66 and Santa Fe Ave intersection. Results will become part of the alternatives analysis for the intersection configuration. Included in the Traffic Signal Warrant analysis task will be an evaluation of the traffic signal coordination from the Route 66 (Milton Rd) and Butler Ave intersection through to the Route 66 and San Francisco intersection. The Route 66 (Milton Rd) and Phoenix Ave intersection will be assumed unsignalized. Results of the signal coordination evaluation will be presented in the form of a Time-Space Diagram with signal timing offsets and anticipate green bandwidth for both eastbound and westbound Route 66. A Traffic Signal Warrant Analysis Memorandum (Draft and Final) will be prepared documenting the warrant and coordination analysis.

TASK 4.2E: Traffic Impact Analysis (TIA). WSP will develop a Traffic Impact Analysis report for submittal to ADOT and the City that follows ADOT guidelines. The TIA report will summarize the findings of the traffic analysis, intersection alternatives, Traffic Signal Warrant analysis, and traffic signal coordination evaluation. WSP will submit the draft TIA to ADOT and the City with a comment resolution form. Once comments are received, WSP will provide responses and will update the TIA for a final submittal.

ASSUMPTIONS:

- No traffic count data collection will be performed as part of this scope. Data will be provided by the City, ADOT, or MetroPlan.
- No travel demand modeling will be performed by WSP and MetroPlan will provide a single version of regional traffic projections.
- A detailed safety analysis utilizing software such as IHSDM is not included under the scope of this contract.
- Intersection alternatives are limited to those identified in the Feasibility Study. Requests for other alternatives or alternatives analysis at other intersections will be additional work.
- One round of comments is assumed for the TIA report.

DELIVERABLES:
Intersection Alternatives Analysis Design Memorandum with Evaluation Matrix (Electronic PDF) (Draft and Final), Traffic Signal Warrant Analysis Memorandum (Draft and Final), Traffic Impact Analysis (Electronic PDF, Project Model upon request) (Draft and Final)

TASK 4.3: Concept Submittal. WSP will prepare a roll plot and concept exhibits for the intersection alternatives to support the meetings with the City Commissions and Mayor and Council Meetings. Design Development will be to the extent necessary to convey the advantages and disadvantages of each alternative. A preliminary Engineer's Estimate of Probable Cost will be developed for each alternative to support the decision making on the preferred alternative.

DELIVERABLES:
Concept Submittal and Engineer's Estimate (Electronic PDF)

TASK 4.4: Traffic Plans. This task includes development of traffic design plans (60%, 90%, and PS&E). Design plans will identify traffic infrastructure and include necessary details to complete the work. Additional tasks are included for roadway lighting evaluation to determine additions/modifications to the existing Route 66 roadway lighting and voltage drop calculations for additional lights. Traffic control plans will include maintaining access through the project for pedestrians and bicyclists. Traffic plan sheets are estimated at 20 scale for traffic signals and 40 scale for pavement marking, signing, and roadway light modification plans and will match roadway plan set scale. For this work, it is anticipated that a total of 35 plan and detail sheets will be required. A draft sheet list has been prepared as follows:

- Signing Plans (8 Sheets)
    - General Notes, Sign Summary Sheets, Signing Plans, Sign Format Sheets
- Pavement Marking Plans (4 Sheets)
    - General Notes/Legend/Quantity Table, Pavement Marking Plans
- Roadway Lighting Plans – Route 66 (4 sheets roadway, 6 sheets underdeck lighting)
    - General Notes/Legend, Details, Electric Summary Sheet with Pole Schedule, Roadway Lighting Plans
    - Underdeck Lighting- three structures
- Traffic Signal Plans (4 Sheets) Route 66 / Santa Fe Avenue
    - General Notes, Legend, Plans, Phasing Diagram/Cabinet Schedule, Pole Schedule, Conductor Schedule
- Construction Sequencing Plans - (5 Sheets)
- Traffic Control Plans (10 Sheets)
    - General Notes, Summary Tables, Plans

Task 4.4A: Traffic Plan Submittal - 60%. This task includes development of the 60% Plan Submittal. This level of design will include all major features but not have complete details included with submission. Included with this task are 60% plans for Pavement Markings, Signing, Traffic Signals, Roadway/Underdeck Lighting, Construction Sequencing, and Traffic Control Plan. A Roadway Lighting Analysis Design Memorandum will be prepared documenting the roadway and underdeck lighting design. Traffic quantities will be estimated, and an Engineer's Estimate of Probable Cost will be developed using appropriate unit costs based on the latest available construction cost data. Special provisions will be developed for items not included as part of standard specifications and can include items for pavement markings, video vehicle detection, Maintenance and Protection of Traffic, ADA pedestrian push buttons, and other traffic specialty items.

DELIVERABLES:

60% Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

Task 4.4B: Traffic Plan Submittal - 90%. This task involves further refinement of the 60% Design Submittal to develop the Final Design Submittal. Concepts and details will be further refined, and comments received from the 60% Design

Submittal will be evaluated and incorporated as necessary into the design. Included with this task are 90% plans for Pavement Markings, Signing, Traffic Signals, Roadway/Underdeck Lighting, Construction Sequencing and Traffic Control Plans. Quantities will be updated from the 60% submittal and unit costs adjusted, if needed. Special Provisions will be updated as needed.

DELIVERABLES:

90% Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

Task 4.4C: PS&E Traffic Plan Submittal. This task involves further refinement of the 90% Design Submittal to develop the PS&E Design Submittal. Concepts and details will be finalized, and comments received from the Final Design Submittal will be evaluated and incorporated as necessary into the design. Quantities will be updated from the 90% submittal and unit costs adjusted, if needed. Special Provisions will be updated as needed.

DELIVERABLES:

PS&E Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

TASK 5.0 – STRUCTURES

The work under this task will consist of developing structural tasks for the following elements:

1. Milton Road BNSF Underpass Bridge – This bridge was conceptually developed as part of the Feasibility Study. Design will adhere to BNSF and AREMA requirements. This bridge will consist of a four span structure and support Cooper E-80 rail loads.
2. RDF FUTS Crossing – This structure will be developed conceptually under this project and will adhere to BNSF and AREMA requirements. During Concept Design, two alternatives will be evaluated, a custom box structure designed for Cooper E-80 loading adjacent to the USACE RDF box structure to be used as a pedestrian crossing and a three span in-line track structure similar to the original Florence-Walnut bridge concept. Based on the cost evaluation of these concepts, the selected alternative will then be progressed to final design. For this cost proposal, it is assumed that a box structure will be the selected alternative. If an in-line bridge structure becomes the selected alternative, additional work will be required, and a scope modification will be submitted to the City.
3. Existing BNSF RDF Crossing – The existing BNSF RDF crossing will be evaluated by drainage to determine if a reduced temporary drainage crossing can be constructed or if a widened structure will be required to accommodate a third track to maintain drainage through the existing Rio de Flag channel prior to completion of the Rio de Flag Flood Control Project. Based on this evaluation, a structure concept consisting of either steel pipes, pipe arches, or a slab bridge will be developed to widen the crossing to support temporary drainage through completion of the Flood Control project. For this cost proposal, it is assumed that a temporary drainage structure similar to pipes and grout backfill will be the selected alternative. If an in-line bridge widening structure becomes the required alternative, additional work will be required, and a scope modification will be submitted to the City.
4. Walls – Walls will be required along all structures. A total of 12 walls are anticipated as part of this project. Walls will be designed for Cooper E-80 surcharge loads per AREMA and BNSF requirements.

5. Miscellaneous Structures – Miscellaneous structures will be required in support of this project. Known items such as the wet well and support slab for the pump house fall under this category. Other items to support roadway and drainage have not yet been identified but are included under this task. Up to 8 special structural details are anticipated as part of this project.

SUBTASKS:

TASK 5.1: Concept Submittal will include development for the three crossings described and the retaining walls anticipated for this project. Plan, Elevation, and Typical Sections for structure alternatives will be developed to show general geometry and structure elements. Structural design will be limited to superstructure elements to verify compliance with the required design codes. An Engineer's Estimate of Probable Cost for each alternative will be developed to allow for comparison of each alternative. For the RDF FUTS crossing, a brief alternative selection memorandum will be prepared for review by the City. All plans will also be submitted to Stakeholders as appropriate for review. The submittal is anticipated to include:

a. Plans at a scale of 1" = 20' to include:

1. Milton Road BNSF Underpass Sheet List
    a. Plan and Elevation
    b. Typical Section
    c. Framing Plan
    d. Girder Details
    e. Construction Phasing Plans
2. RDF FUTS Crossing
    a. Plan and Elevation Alternative 1 (Box Structure)
    b. Typical Section Alternative 1 (Box Structure)
    c. Plan and Elevation Alternative 2 (Bridge Structure)
    d. Typical Section Alternative 2 (Bridge Structure)
    e. Construction Phasing Plans
3. Existing BNSF RDF Crossing
    a. Plan and Elevation Alternative 1 (Drainage Structure)
    b. Typical Section Alternative 1 (Drainage Structure)
    c. Plan and Elevation Alternative 2 (Bridge Structure)
    d. Typical Section Alternative 2 (Bridge Structure)
    e. Construction Phasing Plans
4. Retaining Walls
    a. Plans and Elevations (6 Sheets)

DELIVERABLES:

Concept Submittal and Engineer's Estimate (Electronic PDF), RDF FUTS Crossing Alternative Memo (Electronic PDF), Existing BNSF RDF Crossing Alternative Memo (Electronic PDF)

TASK 5.3: 60% Submittal further develops the selected alternatives for each crossing. Additionally, the superstructure design for each bridge will be finalized and preliminary substructure design to develop general geometry will be started. Preliminary wall design will be completed. Preliminary design of special details will be started. The submittal is anticipated to include:

a. Plans at a scale of 1" = 20' to include:
b. Milton Road BNSF Underpass Sheet List
    a. Bridge Details (32 Sheets)
c. RDF FUTS Crossing
    a. Bridge Details (Box Alternative) (12 Sheets)
d. Existing BNSF RDF Crossing
    a. Crossing Details (Drainage Structure) (8 Sheets)
e. Retaining Walls
    a. Plans and Elevations (6 Sheets)
    b. Wall Details (6 sheets)
f. Special Details
    a. Special Details (8 Sheets)

DELIVERABLES:

60% Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

TASK 5.4: 90% Submittal finalizes design for each crossing, retaining wall, and special detail. The submittal is anticipated to include:

a. Plans at a scale of 1" = 20' to include:
b. Milton Road BNSF Underpass Sheet List
    a. Bridge Details (32 Sheets)
c. RDF FUTS Crossing
    a. Bridge Details (Box Structure) (12 Sheets)
d. Existing BNSF RDF Crossing
    a. Crossing Details (Drainage Structure) (8 Sheets)
e. Retaining Walls

        a. Plans and Elevations (6 Sheets)
        b. Wall Details (6 sheets)
    f. Special Details
        a. Special Details (8 Sheets)

DELIVERABLES:

90% Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

TASK 5.5: PS&E Submittal will address all final comments and prepare the bid ready package. The submittal is anticipated to include:

a. Plans at a scale of 1" = 20' to include:
b. Milton Road BNSF Underpass Sheet List
    a. Bridge Details (32 Sheets)
c. RDF FUTS Crossing
    a. Bridge Details (Box Structure) (12 Sheets)
d. Existing BNSF RDF Crossing
    a. Bridge Details (Drainage Structure) (8 Sheets)
e. Retaining Walls
    a. Plans and Elevations (6 Sheets)
    b. Wall Details (6 sheets)
f. Special Details
    a. Special Details (8 Sheets)

DELIVERABLES:

PS&E Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

ASSUMPTIONS:

1. The selected structure for the FUTS crossing at BNSF will be a box structure.
2. The allowable structure for the existing BNSF RDF structure widening will be a temporary drainage structure to provide temporary drainage while the remaining Flood Control project is constructed.
3. The Milton Road BNSF Underpass structure will generally conform to the concepts shown in the Feasibility Report. Prior allowances for temporary construction clearances and structural comments will be accepted during final design by both ADOT and BNSF.

TASK 6.0 – GEOTECHNICAL

The scope of work for this task includes a general review of available geotechnical information for the project area, a geotechnical field exploration and laboratory testing, geotechnical and pavement analyses, and development of reports presenting recommendations for the project.

SUBTASKS:

TASK 6.1: This task includes a background review of available geotechnical and geologic information for the site vicinity. In addition, it includes necessary project coordination to develop a boring and access plan and preparation and submittal of appropriate permit applications. The development of the boring and access plan will require a site visit to layout planned borings and field verify access routes to the boring locations. The site visit will include a reconnaissance of surface features and exposures of the geologic/geotechnical units in the area. Permits required are anticipated to consist of an ADOT Encroachment permit, BNSF Temporary Occupancy permit, and Right-of-Way permit from the City of Flagstaff.

TASK 6.2: This task includes a field investigation using geotechnical borings and laboratory testing to develop an understanding of the subsurface conditions and development of a subsurface profile for design. WSP will subcontract with Geomechanics Southwest Inc. to complete the borings using truck-mounted and track-mounted drill rigs.

New borings will be needed for the BNSF Overpass structure and associated retaining walls, roadway improvements to Milton Road and surrounding streets, and the BNSF crossing of the existing RDF channel. Three additional borings are needed to supplement the existing subsurface information for the Florence-Walnut structure. Existing geotechnical information performed for the RDF improvements will be used for the potential RDF in-line structure and/or shoring elements needed. A summary of the planned borings is shown in the following table.

Feature	No. of borings	Approximate Depth of Borings (ft)	Planned Drill Method	Drill Equipment	Anticipated Traffic Control
BNSF Bridge	5	50-70	Auger/Core	Track/Truck	Lane closures
Retaining Walls	5	50	Auger/Core	Track	N/A
Roadway	3	10	Auger	Truck	Shoulder/Lane closures
Existing BNSF/RDF Crossing	0	Drainage Structure Assumed, See Assumption Below			
Flo-Nut	0	Box Structure Assumed, See Assumption Below			
USACE/FUTS Crossing	N/A	Use existing USACE Geotechnical Report and Data			

It is anticipated that some of the bridge and roadway borings will require traffic control consisting of temporary lane and/or shoulder closures to safely complete the drilling. WSP assumes that three borings will be located within Milton Road and will require a lane closure and will be performed at night. Due to access constraints, offloading of equipment within a limited daytime lane closure may also be needed. WSP will subcontract services from Quail Construction to provide traffic control devices and services, as required.

The auger borings listed in the above table will be advanced to the depths shown or terminated in bedrock or at auger refusal, whichever is reached first. Standard SPT and ring samplers will be driven to collect in-situ soil samples on 5-foot or less intervals in the augured portion of the borings. Borings at the bridges and retaining walls will be advanced past the soil horizon and into the bedrock as noted in the table using NQ or HQ rock coring equipment to reach the desired depth. All borings will be backfilled with drill cuttings, except those on BNSF property, at the completion of drilling and those completed in the roadway will be backfilled with quick set concrete in the upper foot. If groundwater is encountered, and for those on BNSF property, borings will be backfilled with grout in accordance with BNSF and ADWR requirements.

Arizona Blue Stake (AZ811) will be contacted to locate public utility lines near each boring location. BNSF will be contacted to locate utilities on BNSF property. This activity will be completed prior to subsurface drilling activities.

Prior to mobilizing to the field, a site health and safety plan will be developed for the field investigation program. The plan will identify and discuss methods of minimizing hazards associated with working along the existing roadway, working in rugged terrain; and working around drilling equipment.

Appropriate laboratory tests will be performed to evaluate soil properties and characteristics for engineering analysis and design as required for the various planned project features. The laboratory tests may include the following types of tests depending upon purpose of the borings, project features and encountered soils and rock.

- Sieve Analysis
- Atterberg Limits
- Moisture Content
- Unit Weight
- Consolidation
- Direct Shear
- R-Values
- Moisture-Density Relationships
- pH & Resistivity
- Chlorides & Sulfates
- Unconfined Compression – rock
- Point Load Test- rock

Laboratory testing will be completed by Wood.

Upon completion of the laboratory testing, final boring logs will be developed and included in our reports.

TASK 6.3: This task includes geotechnical analyses of the collected field data to develop geotechnical design profiles and geotechnical recommendations for the project features, including recommendations for foundations, retaining walls, subgrades, and general earthwork.

TASK 6.4: This task includes analysis to develop pavement structural section recommendations for the various pavements on the project, including Milton Road/US66 and other local roads. The analyses will be performed in accordance with AASHTO and/or ADOT pavement design procedures.

TASK 6.5: This task includes the preparation of Geotechnical Report(s) (draft and final) presenting recommendations for select project features. The reports will include the following:

- Descriptions of the field investigations completed.
- Laboratory test results.
- Regional and local geology.
- Descriptions of the engineering geology, geologic hazards, geotechnical profile, relevant geologic cross sections, and groundwater conditions encountered at the site.
- Logs of test borings with site plans showing their locations.
- Photographs of recovered rock core.
- Recommendations for the various project features:
    - Structures, including foundation capacities, lateral earth pressures, and related design parameters using LRFD design methods.
    - Roadway embankments, including material types and suitability for use in embankments, foundation conditions and subgrade treatments and improvements, settlement impacts and remediation and earthwork factors.
    - Temporary and permanent cut and fill slopes, including slope stability analyses for permanent embankment fill slopes,
    - Impacts of compressible, hydro-collapsible, and/or expansive soils, if present, and proposed mitigations.
    - Corrosion potential of soils on construction materials.
    - Pavement recommendations for non-ADOT roadways.
- Foundation data sheets will be prepared by WSP for inclusion in the bridge plan sets.

Given the time requirements expected to gain access to the boring locations, a preliminary geotechnical memo will be prepared to provide preliminary recommendations to the design team. These recommendations will be based on available geotechnical information.

TASK 6.6: This task includes the preparation of a Pavement Design Summary and Materials Design Report (PDS/MDR) for ADOT pavements. An initial and final report will be prepared generally following the procedures outlined in the ADOT Pavement Design Manual.

ASSUMPTIONS:

- The work will be performed during daytime hours, except as specifically noted. If additional nighttime work is required beyond the assumed 6 nights, additional labor and expenses will be needed due to slower production rates.
- A single mobilization of drilling equipment is planned. The borings are accessible with the planned equipment. Trimming of brush or small trees may be required to access some locations. Traffic control will not require off-duty officers. It is assumed that the general boring locations are accessible with minimal site preparation as noted above. Further site preparation and grading is not included in the costs.
- No additional exploration is planned for the USACE RDF project elements and existing geotechnical information for the RDF will be provided to us and used to develop recommendations. Field verification of conditions by the Geotechnical Engineer will be required during construction for this structure.
- A box structure is anticipated at the Florence-Walnut and a drainage structure is anticipated the existing BNSF Rio de Flag crossing. If an in-line pedestrian bridge is selected as the selected alternative for Florence-Walnut and/or the existing BNSF RDF crossing requires a bridge widening, additional borings will be required, and a scope modification and fee will be submitted to the City for approval prior to the additional work.
- Pavement design procedures will be in accordance with AASHTO/ADOT methods and meet or exceed City minimums, where appropriate.
- In-situ sampling of soils for environmental evaluations are not planned. No environmental constraints related to the field explorations are assumed.
- Right of entry for access from private property owners will be obtained by others.

DELIVERABLES: Geotechnical Reports (Electronic PDF) (Draft and Final), PDS/MDR (Electronic PDF) (Initial and Final)

TASK 7.0 – ENVIRONMENTAL

Federal permitting required by elements of this project, along with any project-related federal funding, invokes the National Environmental Policy Act (NEPA), which entails documentation and review of the project's effects on the natural, built, and social environment. Environmental reviews are part of the permit application process for a Section 404 Clean Water Act permit, and Section a 408 of the Rivers and Harbors Act permit. It is anticipated that this project will require both permits due to its involvement with the USACE Rio de Flag Flood Control project.

It is assumed that the Federal Railroad Administration will be the lead federal agency for the environmental documentation and clearance of the Downtown Mile. Cooperating agencies will likely include USACE and ADOT.

The NEPA class of action (i.e., type of environmental document) will be determined by the lead agency but for this project it is assumed to be an Environmental Assessment (EA). If it is later determined that a more in-depth class of action is required, a scope modification to this contract will be required.

a. NEPA Document (Environmental Assessment)

WSP will identify and invite cooperating and participating agencies in coordination with the federal lead agency and City of Flagstaff. WSP will work with the City and lead federal agency to consult with interested agencies and others to advise them of the scope of the project and to determine which aspects of the proposed action have potential for social,

economic, or environmental impact; identify alternatives and measures that might mitigate adverse environmental impacts; and identify other environmental review and consultation requirements that should be performed concurrently with the EA. As described in Task 8, Public Involvement, this will be the focus and objective of the first round of in-person and virtual meetings. WSP will include the results of agency coordination in the EA based on the meeting summaries and other deliverables from the Public Involvement task.

WSP will prepare a Draft EA including an approved Purpose and Need, review of Alternatives considered including explanation of those eliminated from consideration, and documentation of existing conditions and potential environmental impacts resulting from the proposed project as enumerated in Subtask 7.1 below. The Draft EA will also document the public participation and outreach activities undertaken and public and agency input received in association with the proposed project.

In accordance with 23 CFR 771.119 (e) and (f), WSP will advertise the availability of the Draft EA and publish a public notice with information on how to access and review the Draft EA and submit comments. Environmental staff will support the Public Involvement task in attending the second round of meetings, which will constitute the public hearing on the Draft EA. These meetings will be scheduled per the statutory notice, review, and hearing periods for an EA.

WSP will log all public and agency comments submitted on the Draft EA and group the collected comments to develop standard responses where applicable, and individual responses where appropriate. All comments and responses will be included in the final public participation report for the project.

WSP will prepare an Errata-type Final EA, only showing changes to the text of the Draft EA that resulted from public and agency comments. The Public and Agency Outreach section of the Final EA will be updated with information about the Draft EA review period, public hearing, and comments received.

b. 404/408 Documentation and support

The Rio de Flag, a natural and constructed drainage conveyance, is a feature crossed in numerous locations by various elements of the Downtown Mile project. Permits will be required for project-related work within and over waterways. Potential discharges to Waters of the U.S. require a Section 404 permit, and work within an existing or proposed USACE structure requires a Section 408 permit. WSP will work with the Corps to determine which Nationwide 404 Permit is needed and complete an application for that permit as well as the associated Section 401 Water Quality Certification application to the Arizona Department of Environmental Quality. The documentation and reporting in the Environmental Assessment will suffice to inform the EA portion of the Section 408 permit. Engineering staff will provide technical data including fill materials and amounts, typical cross-sections, design plans, and ESRI shapefiles for the project footprint and alternatives required for the Section 408 permit.

SUBTASK 7.1: NEPA: The scope of work for this subtask includes data collection, analysis, and reporting to document existing conditions and the proposed project's potential effects on the following environmental resource categories:

a. Land Ownership, Jurisdiction, and Land Use

b. Social and Economic Considerations

c. Cultural Resources – WSP will perform the above ground assessment, assessing potential for eligibility on the National Register of Historic Places. However, it is assumed that the consultation with the State Historic Preservation Office will be handled by the City.

d. Section 4(f) and Section 6(f) Resources

e. Traffic and Transportation

f. Air Quality

g. Noise and Vibration

h. Utilities

i. Visual Resources

j. Energy

k. Drainage and Floodplain Considerations

l. Clean Water Act Sections 404, 401, and 402; National Pollutant Discharge Elimination System

m. Biological Resources

n. Hazardous Materials

o. Secondary and Cumulative Impacts

DELIVERABLES:

NEPA Documentation (Electronic PDF, Draft and Final EA)

ASSUMPTIONS:

- No project effects on Sole Source Aquifers, Wild and Scenic Rivers, or Farmlands as these are absent from the project area.
- A Cultural Class I inventory of the area of potential effect and 1/2-mile buffer will be sufficient to make a recommendation of project effect.
- A Cultural Class III survey will not be required.
- Historic building inventories, HPIFs, or eligibility assessments will not be required.
- A Class I records search will include the following: the City of Flagstaff; the State Historic Preservation Office (SHPO) records, the Arizona State Museum (ASM) records and site files using AZSITE, the National Register of Historic Places database, the Phoenix Historic Property Register, historic General Land Office and United States Geological Survey maps, the Coconino County Assessor, and historic aerial photographs.
- Section 106 Consultation will be the responsibility of the City of Flagstaff.
- Previous delineations of Waters of the U.S. (WUS) and wetlands will be made available to WSP. The area evaluated for current extent of WUS and wetlands will be limited to the Rio de Flag and its immediate vicinity.

- A Section 404 Individual Permit will not be needed. Project requirements can be satisfied with a Section 404 Nationwide permit. Engineering staff will provide technical data including fill materials and amounts, typical cross-sections, design plans, and ESRI shapefiles for project footprint.
- A Section 401 Water Quality Certification will be required.
- A Section 408 permit will be required for work within existing and planned USACE right of way. Information from the EA prepared for the Downtown Mile project will be used for the Section 408 permit application.
- The Section 404 IP, Section 401 Certification, and associated documentation will be provided in electronic format only. One draft and one final submittal will be needed.
- It is assumed that the Corps will accept in-lieu fees for compensation of impacts to WUS including wetlands. This scope does not include a detailed quantitative or qualitative function assessment to determine the appropriate mitigation ratio and does not include preparation of a Habitat Mitigation and Monitoring Plan.
- A site visit is required for the Biological Evaluation (BE).
- ADOT's Biological Evaluation short form will satisfy project requirements. Species-specific protocol surveys will not be required.
- Endangered Species Act Section 7 consultation with the U.S. Fish and Wildlife Service will not be required.
- The BE will only provide a cursory/general analysis of the current native plants or noxious weeds occurring in the project limits, if necessary. No survey for native plants or noxious weeds will be conducted.

TASK 8.0 – PUBLIC INVOLVEMENT

The work under this task provides Public Involvement (PI) support for the project in coordination with the City's Public Information Officer.

SUBTASKS:

TASK 8.1: Public Involvement Coordination

Task 8.1A: The PI team will meet monthly with the City PIO to determine needs and coordinate tools/materials and activities.

ASSUMPTIONS:

1. It is assumed that meetings will be virtual and do not require travel.

DELIVERABLES:

Meeting Agendas (Electronic PDF), Meeting Minutes (Electronic PDF)

Task 8.1B: Public Involvement Plan

The public involvement (PI) team will work closely with the City to draft a Public Involvement Plan (PIP) in alignment with the FHWA-approved ADOT Statewide Public Involvement Plan to include all NEPA-required PI efforts. The PIP will include study goals, tools/materials and tactics, metrics, and a schedule of PI activities.

The PIP will include descriptions of all tools/materials and activities related to the overall PI program which are listed in the subtasks below.

DELIVERABLES:

Public Involvement Plan (Draft and Final, Electronic PDF)

TASK 8.2: Public Involvement Tools/Materials

Task 8.2A: Webpage Content

1. The PI team will work with City staff to develop website content at three intervals during the study. The initial content will include photos, a description of the study, contact information and a map. The content will be updated twice after the initial launch to include information about study progress, opportunities for engagement and input opportunities. The PI team will upload informational materials as they are available during the study.

Task 8.2B Frequently Asked Questions (FAQ)

1. The PI team will develop a set of FAQs that will include the main messages on public-facing materials. The FAQs will be updated once during the study.

Task 8.2C Electronic / Printed Materials

1. Fact Sheets - The PI team will develop two fact sheets during the study. Both fact sheets will be produced in English and Spanish. The fact sheets will contain a map, study timeline, contact information, a QR code for the study webpage, language assistance/accommodations language in addition to the body text describing the study.
2. Mailers – The PI team will draft, layout, print and deliver two mailers during the study. The mailers will be used to inform the public of public meetings. The mailers will be bilingual and will include a map, contact information, meeting details, a QR code for the study webpage and language assistance/accommodations language in addition to the body text describing the study. Mailers will be sent to all residents on USPS carrier routes within two miles of the study area.
3. Comment Forms – The PI team will develop simple, bilingual comment forms that can be uploaded to the study webpage and used at in-person events. Comment forms will include questions about study preferences and the outreach process.
4. MetroQuest – The PI team will develop, launch, monitor and analyze the results of one bilingual MetroQuest survey. The MetroQuest survey will be promoted by City staff using established methods of communication such as email and social media. The survey will also be promoted on public meeting materials and fact sheets, as appropriate. At the close of the survey period, the PI team will draft a comprehensive summary report containing a data analysis of the survey.

Task 8.3D Public Meetings

1. The PI team will plan and execute two sets of public meetings during the study. Each set will include one hybrid meeting consisting of an in-person and virtual meeting combined. The Consultant will provide the virtual meeting platform and Spanish interpretation. The Consultant will set up and strike each in person public

meeting. City of Flagstaff will provide/coordinate in-person meeting locations including A/V equipment, tables, chairs, and insurance certificates, as needed. Design team attendees will include PI Staff (2), the Project Manager, Deputy Project Manager, Roadway Lead, and Structural Lead.

2. The PI team will print and bring fact sheets, comment forms, sign-in sheets, and badges for the in-person public meetings.
3. The PI team will coordinate and conduct one practice session per set of public meetings. The PI team will develop a room map, run of show, and practice session agenda.
4. Following each set of public meetings, the PI team will draft a summary of the meeting including a description of related activities and materials and a summary of comments/questions from attendees.
5. PI Summary Report
    a. At the end of the study, the PI team will draft a comprehensive summary of the PI program and will include all materials and previous reports as appendices.

DELIVERABLES:

Public Involvement Plan (Electronic)
Webpage Content – 3 (Electronic)
Fact Sheets - 2 (Printed and Electronic)
Comment Forms - 2 (Printed and Electronic)
MetroQuest (Electronic)
Frequently Asked Questions - 1 (Electronic)
Public Meeting Summary Reports - 2 (Electronic)
Public Involvement Summary Report – 1 (Electronic)

ASSUMPTIONS:

1. Two City reviews on documents

TASK 9.0 – RAIL

This scope of work will utilize the final Phase 2 Feasibility Report developed by WSP dated March 2022 as the basis of design and starting point for final design development under this task. The selected horizontal and vertical track alignment illustrated in the final Phase 2 Feasibility Report is understood to be the concept accepted by BNSF for the proposed mainline relocation required for replacement of the Milton Rd bridge and reconstruction of Milton Rd and Route 66 to accommodate the proposed project.

The WSP rail team will work with the structures and roadway teams to address design comments received on the Phase 2 report that may influence the final track alignment design. The proposed rail design associated with this task include the following scope of work:

- Track Design - Track design project limits for the BNSF Seligman Subdivision mainline start at the east end limits at the match line of the Lone Tree Overpass Project at approximate mainline station 17673+67 and run west to approximate mainline station 17719+70 for a total length of approximately 4,600 track feet. The track

alignment design will accommodate development of a triple track mainline extending from the Lone Tree Overpass Project through and over the proposed RDF bridge crossing, the proposed reconstruction of Milton Road bridge, and the proposed Walnut/Florence pedestrian underpass. The mainline will transition from triple track to double track west of the Walnut/Florence pedestrian underpass.

- BNSF property survey and topographic survey – the final track alignment accepted by BNSF for the Phase 2 Feasibility Study will need to incorporate property and topographic survey. All applicable base files will be updated, and the proposed track alignment will be evaluated to verify conformance with BNSF design requirements.
- See 10.0 for Rail Safety Plan for Corridor Crossings
    - WSP will work collaboratively with FRA, ADOT, City of Flagstaff, BNSF, and Amtrak to develop a Rail Safety Plan that addresses the following critical elements:
        - The plan will be a multidisciplinary approach that incorporates all three components of the FRA Grade Crossing Safety Model – Engineering, Education, and Enforcement.
        - The plan will address driver safety and protection at grade crossings.
        - The plan will address pedestrian safety and protection at grade crossings.
        - The plan will address pedestrian trespassing along the corridor.
- Amtrak Platforms
    - COF to provide the WSP team previously completed design for the existing northern Amtrak platform.
    - WSP will coordinate with BNSF and Amtrak a new station location and will layout a proposed location for a new Amtrak platform.

SUBTASKS:

TASK 9.1: Meetings with BNSF and Amtrak in addition to what is already shown are anticipated as part of the rail design for this project. It is anticipated that rail design and Amtrak platform design will require up to 10 additional meeting for coordination of rail and platform requirements. It is assumed that these meetings will be 1 hour in length and will be virtual.

ASSUMPTIONS:

1. It is assumed that meetings will be virtual and do not require travel.

DELIVERABLES:

Meeting Agendas (Electronic PDF), Meeting Minutes (Electronic PDF)

TASK 9.2: Concept Submittal

a. This task includes the effort required to develop Concept design plans of the selected alternative identified in the Phase 2 Feasibility Study Report for submission to BNSF for review and approval of proposed track improvements. The Concept design will be developed based on topographic and right-of-way survey, utility, and geotechnical data collected. The plans will be developed in general accordance with the latest edition

of the BNSF Railway Company Design Guidelines for Mainline Track and Grade Separation Projects, and/or AREMA Standards as applicable.

b. Plans will be developed at a scale of 1" = 100' with details at varying scales as required for clarity to include:
c. Cover Sheet
d. Index of Sheets
e. General Notes, Abbreviations, and Symbols
f. Overall Site Plan to include:
    a. Aerial imagery from available mapping sources
    b. Existing surface contours based on topographic survey
    c. Existing mainline track and roads based on topographic survey
    d. Proposed mainline improvements
g. Survey Control
h. Horizontal geometry of proposed track alignment to include special trackwork elements such as turnouts, derails, grade crossings, and end of track devices.
i. Typical Section(s) for both existing and proposed track
j. Plan and Profile Sheets to illustrate top of rail profile and top of existing ground at centerline of track.
k. Grade crossing plan and profiles sheets to illustrate crossing geometry and roadway profile modifications.
l. Amtrak station platform layout.
m. Construction phasing plan.
n. Cross sections.
o. Quantities summary of primary line-item components for estimating and bidding
p. Basis of Design Report
q. Engineers estimate of probable construction costs

DELIVERABLES:

Concept Submittal, Basis of Design Report, and Engineer's Estimate (Electronic PDF)

TASK 9.3: 60% Submittal.

The 60% submittal package will incorporate comments from BNSF, City of Flagstaff, and ADOT as applicable. The plan package is anticipated to progress detail to all sheets identified under the Concept submittal with additional sheets added as follows:

1. Grade crossing signage and striping plan
2. Amtrak platform details
3. Detail sheets to include fencing for ROW, crossing protection, drainage, and other elements required for clarity.

DELIVERABLES:

60% Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

TASK 9.4: 90% Submittal.
The 90% submittal package will incorporate comments from BNSF, City of Flagstaff, and ADOT as applicable. The plan package is anticipated to progress detail to all sheets identified under the 60% submittal.

DELIVERABLES:

90% Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

TASK 9.5: Final PS&E Plans Submittal. The PS&E submittal package will incorporate comments from BNSF, City of Flagstaff, and ADOT as applicable.

DELIVERABLES:

PS&E Submittal, Specifications, and Engineer's Estimate (Electronic PDF)

TASK 9.6: This task involves the coordination with BNSF, Amtrak, and the City to identify the location of a proposed relocation of the Amtrak platform. Potential locations include immediately south of the existing Amtrak platform and adjacent to the proposed Downtown Connection Center south of the tracks. WSP will coordinate proposed locations and after discussions, layout a proposed location based on this coordination. A conceptual civil layout will be developed to identify constraints of the proposed site and submitted to the BNSF, Amtrak, and the City for review. Once a site is selected, the City may elect to progress the design through a scope modification to this contract.

TASK 9.7: This task is currently removed from the scope.

ASSUMPTIONS:

1. BNSF accepts the current design approach as detailed in the Phase 2 Feasibility Study Report for Milton Road. Including:
    a. The third main track will need to be constructed following the initial double track shift
    b. Minimum shoring requirements may be necessary, track outages will be required for construction windows
    c. Existing conditions may constrain potential design options.
    d. Temporary alignments may be required depending on proposed construction phasing.
2. BNSF accepts mainline criteria variances identified in the Phase 2 Feasibility Study Report for Milton Road.
3. BNSF to conduct design reviews and provide comments within 20 working days of each submittal
4. Track alignment and structure design will be accepted and locked at completion of 60% design inclusive of design review comments. All changes required after 60% will be considered additional services.
5. BNSF will develop the design for all mainline wayside signals systems, PTC systems, and crossing protection systems at Beaver St and San Francisco St. BNSF systems design will be developed and completed in

coordination with WSP design and will not cause delay or conflict with the track, civil, or structural design review and approval.

6. Proposed Amtrak Northern platform design will identify the civil design for horizontal and vertical offsets required for modifications to the northern platform to match proposed mainline track modifications. Additional structural support may be required dependent on proposed changes.
7. The proposed Amtrak Southern platform design will address horizontal and vertical limits of platform design. Design will focus on civil elements for platform placement.
8. Mainline wayside signal and PTC systems modifications are assumed to be designed by the BNSF. WSP will work with BNSF to coordinate the design for systems components.
9. Proposed grade crossing protection system modifications are assumed to be designed by either BNSF or ADOT. WSP will work with BNSF and/or ADOT to coordinate the design and location of all crossing protection elements.
10. COF will establish a PEA with Amtrak for coordination and review of the proposed platform designs. The Amtrak PEA assumes to have one Amtrak Point of Contact the project team will use to submit all deliverables to for review and sign off.

TASK 10.0 – PLANNING AND CONSTRUCTION

1. Develop Master Construction Schedule of all projects which include:
    a. Downtown Connection Center
    b. Milton Road BNSF Underpass and Florence-Walnut Pedestrian Underpass
    c. USACE Rio de Flag Flood Control Project
    d. FUTS Trail along the USACE RDF project
    e. Lone Tree Overpass Project
2. Rail Safety Plan for Corridor/At-Grade Crossings

SUBTASKS:

TASK 10.1: Master Construction Schedule. WSP will develop a Downtown Mile master schedule that will serve as a "living document" throughout the project. The document will include an overview of all major projects/activities, the individual schedules, and relationship/precursors. The focus of the schedule document will be to coordinate the various projects, approval processes, construction timelines, and potential impacts. Early coordination with the design teams will occur prior to Concept design submittal to establish a preliminary sequencing. An initial draft document will be submitted to the City for review. Comments will be incorporated into the living document which will be updated quarterly. Coordination with the future CMAR contractor is included in this task and the document will be updated throughout the design/construction phases. It is assumed that up to three updates will occur during this project.

DELIVERABLES:

Draft Master Schedule document, Quarterly updates (up to three)

TASK 10.2: Project Website:

a. Plans at a scale of 1" = 20' to include:

1. Sheet List

TASK 10.3: Rail Safety Plan

This task involves the development of a community rail safety plan for the corridor crossings. WSP will work collaboratively with FRA, ADOT, City of Flagstaff, BNSF, Amtrak, and community stakeholders to develop a Rail Safety Plan that addresses the following critical elements:

- The plan will be a multidisciplinary approach that incorporates all three components of the FRA Grade Crossing Safety Model – Engineering, Education, and Enforcement.
- The plan will address driver safety and protection at grade crossings.
- The plan will address pedestrian safety and protection at grade crossings.
- The plan will address pedestrian trespassing along the corridor.

WSP will use the FRA Community Trespass Prevention Guidance document to work with stakeholders and community leaders to identify the root cause of pedestrian and vehicle incidents along the rail corridor, Identify the target audience for messaging and education, and develop a Rail Safety Plan that addresses the community specific issues identified. The primary elements of this effort will include the following tasks:

- Conduct a community planning and problem-solving meeting to discuss and identify causes of pedestrian trespass and incident locations.
- Conduct a survey using a virtual platform to target adjacent community.
- Work with stakeholders and community leaders to develop a plan to address issues identified during the problem-solving meeting and the survey.
- Work with the project team to incorporate appropriate safety measures.
- Work with stakeholders and community leaders to present the plan and identify an education program to be implemented by the community leaders.

DELIVERABLES:

Rail Safety Plan (Draft and Final, Electronic PDF)

ASSUMPTIONS:

- The CMAR contractor will be selected after the initial Master Construction Schedule has been submitted and reviewed and will be contracted to support with quarterly updates.

EXCLUSIONS

Services excluded from this Scope of Work include, but are not limited to:

1. Collection of traffic, pedestrian, and bicycle count data – existing data sources will be used

2. Cost of permitting other than those required by BNSF for Right of Entry into their Right-of-Way for Survey and Geotechnical Explorations.
3. Subsurface Utility Exploration (SUE) is not included in this scope of work.
4. Right-of-Way acquisition and support services other than Right-of-Way plans is excluded from this scope of work.
5. Amtrak platform design is currently limited to the site civil preliminary location and coordination for site selection. Other work may be added through a contract modification after site selection.
6. BNSF will perform the Signal design at San Francisco and Beaver Street outside this contract.
7. Significant redesign due to the addition of a CMAR contractor and Value Engineering is not included with this contract. If there is significant redesign requested and approved by the City, that work will be completed under a contract modification.

DIRECT EXPENSES

Direct Expenses are based upon the agreed upon rates as established by the Contract. See the attached cost proposal for additional information.

DESIGN SCHEDULE

The draft design schedule (DDS) is based on an NTP date of October 3, 2022. Potential changes to the DDS will be communicated between WSP and the City throughout the project. Identified delays will be communicated in writing by either party and an updated schedule will be agreed upon. This design schedule is based on the following assumptions:

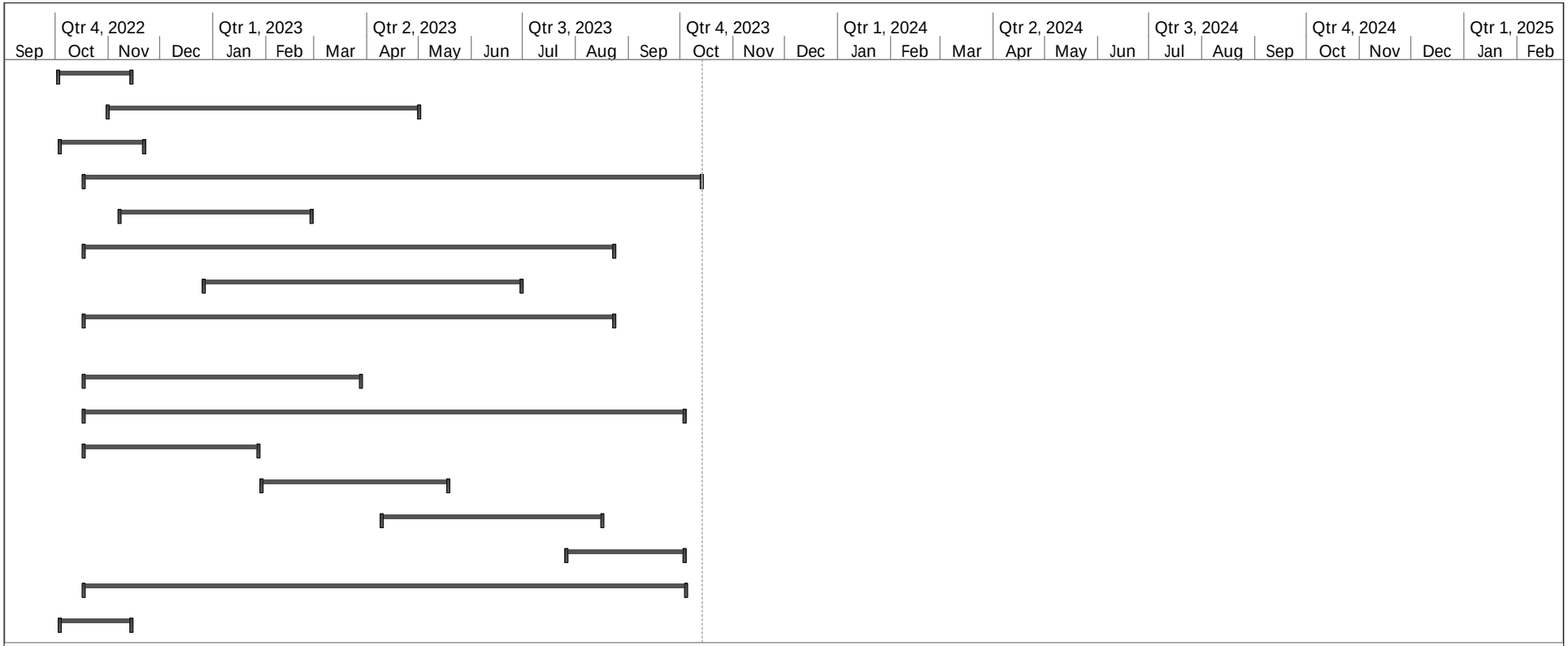
1. The general concepts and design decisions as laid out in the Feasibility Report will be generally accepted by stakeholders. Comments from BNSF have been received and considered in the development of this schedule.
2. Once the Concept Submittal is submitted, work will be paused to allow for stakeholders to review and comment. It is assumed that general concepts and details shown in the Concept Submittal will be accepted and no significant rework or additional alternatives will be required after this submittal.
3. It is assumed that upon procurement of the CMAR contractor, there will not be significant redesign work that will impact the design schedule. Significant redesign may impact the proposed schedule.
4. Schedule is dependent on obtaining right-of-entry, permits, and approval of traffic control plans. Delays in obtaining these items will result in schedule delays.

Please see the following sheets for the proposed DDS.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Notes	2022 Aug
1		Project Start Up	31 days	Mon 10/3/22	Mon 11/14/2			
5		Survey and Geotech	130 days	Tue 11/1/22	Mon 5/1/23			
10		Traffic Impact Analysis	35 days	Tue 10/4/22	Mon 11/21/2			
14		NEPA Evaluation	259 days	Tue 10/18/22	Fri 10/13/23			
24		Public Involvement	80 days	Tue 11/8/22	Mon 2/27/23			
27		Reports	222 days	Tue 10/18/22	Wed 8/23/23			
28		Geotechnical Report	134 days	Tue 12/27/22	Fri 6/30/23			
43		Master Construction Schedule	222 days	Tue 10/18/22	Wed 8/23/23			
48		Rail Safety Plan	116 days	Tue 10/18/22	Tue 3/28/23			
62		Plans and Specifications	251 days	Tue 10/18/22	Tue 10/3/23			
63		Concept Submittal	74 days	Tue 10/18/22	Fri 1/27/23			
77		60% Submittal	79 days	Mon 1/30/23	Thu 5/18/23			
91		90% Submittal	93 days	Mon 4/10/23	Wed 8/16/23			
105		PS&E Submittal	49 days	Thu 7/27/23	Tue 10/3/23			
119		Permits	252 days	Tue 10/18/22	Wed 10/4/23			
127		Mayor and Council	30 days	Tue 10/4/22	Mon 11/14/2		Required to select preferred intersection	

Project: Proposed Schedule
Date: Wed 8/31/22

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	



Project: Proposed Schedule
Date: Wed 8/31/22

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

Contract No.: 2022-108

COF Downtown Mile Project

New Contract: X

Contract Mod:

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Manhours	% of Total Hours	Billable Hourly Rate	Estimated Labor Costs
Project Principal	9	0.1%	$285.00	$2,565.00
Project Manager	583	3.6%	$250.00	$145,750.00
Resident Engineer	80	0.5%	$230.00	$18,400.00
Project Engineer-Sr	1,427	8.9%	$255.00	$363,885.00
Project Engineer	3,750	23.4%	$180.00	$675,000.00
Engineer	4,752	29.7%	$125.00	$594,000.00
Designer - Sr.	105	0.7%	$145.00	$15,225.00
Designer	667	4.2%	$95.00	$63,365.00
Geologist-Sr.	216	1.4%	$280.00	$60,480.00
CADD Technician	2,544	15.9%	$105.00	$267,120.00
Environmental	1,048	6.6%	$180.00	$188,640.00
Administrative	20	0.1%	$95.00	$1,900.00
Project Administrator	40	0.3%	$145.00	$5,800.00
Transportation Planner	64	0.4%	$105.00	$6,720.00
Transportation Planner - Sr.	0	0.0%	$205.00	$0.00
GIS Analysis/Technician	28	0.2%	$175.00	$4,900.00
Graphic Designer - Sr.	112	0.7%	$130.00	$14,560.00
Graphic Designer	48	0.3%	$90.00	$4,320.00
PI Specialist	500	3.1%	$145.00	$72,500.00
TOTAL Hours	15,993			
			Sub-Total Labor Expense:	$2,505,130.00

ESTIMATED DIRECT EXPENSES

Outside Reproduction	$4,500.00
Courier/Postage	$647.50
Mileage	$4,233.60
Travel	$7,014.00
Miscellaneous Expenses	$21,556.00
Sub-Total Direct Expenses:	$37,951.10

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Subconsultant	Method of Compensation	DBE	Fee
GSI	Unit Rate	No	$101,771.00
Quail	Unit Rate	No	$4,722.28
Wood	Unit Rate	No	$7,900.00
Peak	Unit Rate	No	$186,160.00
WDG	Unit Rate	Yes	$91,766.00
TranSystems	Unit Rate	No	$232,026.00
Northland	Unit Rate	No	$39,600.00
		Sub-Total Outside Services Expense:	$663,945.28

ESTIMATED TOTAL

TOTAL ESTIMATED COST: $3,207,026.38

CONTRACT TIME: 365 CALENDAR DAYS

CONTINGENCY (0%) $0.00

Joy Melita

Signature

09/19/2022

Date

COF Downtown Mile Project

Contract No. 2022-108

TASK/DISCIPLINE	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist	Total
1.0 Project Management	9	145	0	362	185	0	0	0	0	0	0	0	40	0	0	0	0	0	13	754.0
2.0 Roadway	0	16	0	74	224	670	0	0	0	606	0	0	0	0	0	0	0	0	0	1,590.0
3.0 Drainage	0	15	0	278	494	1244	0	330	0	244	0	0	0	0	0	0	0	0	0	2,605.0
4.0 Traffic and MOT	0	31	0	38	221	288	105	337	0	404	0	0	0	0	0	0	0	0	0	1,424.0
5.0 Structures	0	318	0	0	679	1424	0	0	0	1082	0	0	0	0	0	0	0	0	0	3,503.0
6.0 Geotechnical	0	0	0	220	260	660	0	0	216	100	0	20	0	0	0	0	0	0	0	1,476.0
7.0 Environmental	0	0	0	80	205	74	0	0	0	108	1048	0	0	64	0	28	44	48	0	1,699.0
8.0 Public Involvement	0	32	0	64	32	0	0	0	0	0	0	0	0	0	0	0	68	0	487	683.0
9.0 Rail	0	10	0	127	1162	272	0	0	0	0	0	0	0	0	0	0	0	0	0	1,571.0
10.0 Planning	0	16	80	184	288	120	0	0	0	0	0	0	0	0	0	0	0	0	0	688.0
PROJECT TOTAL HOURS	9	583	80	1427	3750	4752	105	667	216	2544	1048	20	40	64	0	28	112	48	500	15993

COF Downtown Mile Project
Contract No. 2022-108

1.0 Project Management TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
1.1 Project Management (9 Month Duration)	129	9	40			40								40						
1.2 Project Meetings	0																			
1.2A In Person Kick-off Meeting (1 Total, 3 hours + travel)	71		8		52	8														3
1.2B Monthly Progress Meetings (9 Total, 2 hours, Virtual)	194		27		130	27														10
1.2C Stakeholder Meetings (5 Total x 3 Stakeholders, 1 hour, virtual)	120		30		60	30														
1.3 Project Coordination	0																			
1.3A Survey Coordination	80				40	40														
1.3B Utility Coordination	80				40	40														
1.4 Quality Program	80		40		40															
	0																			
SUBTOTAL 1.0 Project Management	754	9	145	0	362	185	0	0	0	0	0	0	0	40	0	0	0	0	0	13

Task Cost: $ 172,110.00

COF Downtown Mile Project
Contract No. 2022-108

2.0 Roadway TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
2.1 City Meeting	0																			
2.1.1 City Commision/M&C Meetings (2 mtgs, 2hrs/mtg, 1 staff + travel)	72		16			16	40													
2.1.1.1 (3) Exhibits for City Meetings	27					3	12				12									
2.2 Concept Submittal - 15% Roll Plot	204				14	34	84				72									
2.3 60% Submittal - Plans & Estimate	410				18	48	164	0	0	0	180									
2.4 90% Submittal - Plans & Estimate	521				18	67	232	0	0	0	204									
2.5 PS&E Submittal - Plans & Estimate	356				24	56	138	0	0	0	138									
	0																			
SUBTOTAL 2.0 Roadway	1590	0	16	0	74	224	670	0	0	0	606	0	0	0	0	0	0	0	0	0

Task Cost: $ 210,570.00

JASON DO NOT REMOVE COLOR CODING - NEED TO CHAT WITH ERIC

COF Downtown Mile Project

Contract No. 2022-108

3.0 Drainage TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
TASK 3.1 Coordination Drainage	0																			
Anticipate (5 Breakout Meetings w/ COF Stormwater, 5 Meetings USACE, 5 Meetings ADOT Drainage & Pump System)	75		15		30		30													
TASK 3.2 Conceptual Drainage	596				54	148	394													
TASK 3.3 Conceptual Pump System	292				28	64	120		80											
TASK 3.4 60% Drainage	558				34	100	304				120									
Task 3.5 60% Stormwater Pump System	252				40	50	72		90											
Task 3.6 90% Drainage	310				26	64	160				60									
Task 3.7 90% Stormwater Pump System	264				32	40	72		120											
Task 3.8 Final PS&E Drainage	122				18	16	68				20									
Task 3.9 Final PS&E Stormwater Pump	92				16	12	24		40											
	0																			
	0																			
	0																			
	0																			
SUBTOTAL 3.0 Drainage	2605	0	15	0	278	494	1244	0	330	0	244	0	0	0	0	0	0	0	0	0

Task Cost: $ 376,030.00

COF Downtown Mile Project
Contract No. 2022-108

4.0 Traffic and MOT						Imara A.	Howard O.		Helayne D.	Anthony V.		Manny C									
TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
4.1 Internal and Stakeholder Coordination	0																			
4.1.1 City Commision/M&C Meetings (2 mtgs, 2hrs/mtg, 1 staff + travel)	18					16			2											
4.1.1.1 (3) Exhibits for City Meetings	43					5	2	4	20		12									
4.2 Traffic Impact Analysis	0																			
4.2A Traffic Modeling	62		2			16		11	33											
4.3B Safety Evaluation	46		2			8		9	27											
4.2C Alternatives Analysis	88		4			24		11	33		16									
4.2D Traffic Signal Warrant	58		2			16		10	30											
4.2E Traffic Impact Analysis	78		6			24		12	36											
4.3 Concept Submittal - 15% Plans Roll Plot	73		3			8	24	4	18		16									
4.3 Concept Submittal - Construction cost estimate	22		4			2	16													
4.4A Traffic Submittal 60%	518		4		20	60	142	18	70		204									
4.4B Traffic Submittal 90%	260		2		12	24	66	14	46		96									
4.4C RFC Plan Submittal	158		2		6	18	38	12	22		60									
	0																			
SUBTOTAL 4.0 Traffic and MOT	1424	0	31	0	38	221	288	105	337	0	404	0	0	0	0	0	0	0	0	0

Task Cost: $ 182,880.00

COF Downtown Mile Project
Contract No. 2022-108

5.0 Structures TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
5.1 Concept Submittal	0																			
5.1A Milton Road BNSF Underpass	120		8			24	48				40									
5.1B RDF FUTS Crossing	120		8			24	48				40									
5.1C Existing BNSF RDF Crossing	104		8			24	48				24									
5.1D Retaining Walls	64		4			12	24				24									
5.2 60% Submittal	0																			
5.2A Milton Road BNSF Underpass	860		80			160	360				260									
5.2B RDF FUTS Crossing	340		32			48	140				120									
5.2C Existing BNSF RDF Crossing	272		32			40	120				80									
5.2D Retaining Walls	100		4			16	40				40									
5.2E Special Details	76		4			16	36				20									
5.3 90% Submittal	0																			
5.3A Milton Road BNSF Underpass	635		60			135	260				180									
5.3B RDF FUTS Crossing	208		16			32	80				80									
5.3C Existing BNSF RDF Crossing	140		16			28	48				48									
5.3D Retaining Walls	100		4			16	40				40									
5.3E Special Details	76		4			16	36				20									
5.34PS&E Submittal	0																			
5.4A Milton Road BNSF Underpass	96		12			32	32				20									
5.4B RDF FUTS Crossing	96		12			32	32				20									
5.4C Existing BNSF RDF Crossing	50		8			16	16				10									
5.4D Retaining Walls	24		4			4	8				8									
5.4E Special Details	22		2			4	8				8									
	0																			
SUBTOTAL 5.0 Structures	3503	0	318	0	0	679	1424	0	0	0	1082	0	0	0	0	0	0	0	0	0

Task Cost: $ 493,330.00

COF Downtown Mile Project
Contract No. 2022-108

6.0 Geotechnical TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
6.1 Background Review, Coordination, Site Visit, Boring Access Plan, Permits	224				32	60	80			32			20							
6.2 Blue Stake, Field Work, Logs, Lab	404				32	40	300			32										
6.3 Geotechnical and Foundation Profiles/Analyses	212				32	40	80			40	20									
6.4 Pavement Analyses	120				20	20	40			20	20									
6.5 Geotechnical and Foundation Reports	344				72	60	120			72	20									
6.6 ADOT Pavement Design and PDS/MDR	172				32	40	40			20	40									
	0																			
SUBTOTAL 6.0 Geotechnical	1476	0	0	0	220	260	660	0	0	216	100	0	20	0	0	0	0	0	0	0

Task Cost: $ 258,280.00

COF Downtown Mile Project
Contract No. 2022-108

7.0 Environmental TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
Develop Purpose and Need	24											24								
Document Alternatives	36											32						4		
Land Ownership, Jurisdiction, and Land Use	36											32						4		
Social and Economic Considerations	52											40					8	4		
Cultural Resources	112											112								
Section 4(f) and Section 6(f) Resources	64											40					4	8	12	
Traffic and Transportation	51						19					16			16					
Air Quality Analysis	119					95						24								
Noise and Vibration	119					95						16							8	
Utilities	51						19					20					8	4		
Visual Resources	36											16						8	12	
Energy	16											16								
Drainage and Floodplain Considerations	35					15						16						4		
Clean Water Act Sections 404, 401, and 402; National Pollutant Discharge Elimination	84											64						4	16	
Section 408 of the Rivers and Harbors Act	332				80		36				108	60			48					
Biological Resources	92											80					8	4		
Hazardous Materials	40											40								
Secondary and Cumulative Impacts	72											72								
Draft EA Preparation	120											120								
Scoping Meeting, Public Hearing, and PI Support	64											64								
Response to Comments	72											72								
Final EA (Errata) Preparation	72											72								
	0																			
SUBTOTAL 7.0 Environmental	1699	0	0	0	80	205	74	0	0	0	108	1048	0	0	64	0	28	44	48	0

Task Cost: $ 288,190.00

COF Downtown Mile Project
Contract No. 2022-108

8.0 Public Involvement TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
8.1 Public Involvement Coordination	0																			
8.1A Meetings	18																			18
8.1B Public Involvement Plan	27																			27
8.2 Public Involvement Tools/Materials	0																			
8.2A Project Webpage Content	24																			24
8.2B FAQs	14																			14
8.2C Fact Sheets/Comment Cards	56																	24		32
8.2C.B MetroQuest	92																			92
8.2D Hybrid public meetings	452		32		64	32												44		280
	0																			
SUBTOTAL 8.0 Public Involvement	683	0	32	0	64	32	0	0	0	0	0	0	0	0	0	0	0	68	0	487
																			Task Cost:	$ 109,535.00

COF Downtown Mile Project
Contract No. 2022-108

9.0 Rail TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
Task 9.1A - Project Coordination and Meetings	40		10		10	20														
Task 9.1B - Update base files developed for Phase 2 Feasibility Study	92					52	40													
Task 9.2 - Concept Design Submittal	364				40	300	24													
Task 9.3 - 60% Design Submittal	511				53	434	24													
Task 9.4 - 90% Design Submittal	122				12	98	12													
Task 9.5 - Final PS&E Submittal	122				12	98	12													
Task 9.6 - Amtrak Station - Southern Platform	0																			
Task 9.6.1 Site Civil	320					160	160													
	0																			
SUBTOTAL 9.0 Rail	1571	0	10	0	127	1162	272	0	0	0	0	0	0	0	0	0	0	0	0	0

Task Cost: $ 278,045.00

COF Downtown Mile Project
Contract No. 2022-108

10.0 Planning TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
10.1 Master Construction Schedule (Initial)	168		8	80	40	40														
10.1 Master Construction Schedule (Quarterly Updates)	80		8		24	48														
10.3 Rail Safety Plan	440				120	200	120													
	0																			
SUBTOTAL 10.0 Planning	688	0	16	80	184	288	120	0	0	0	0	0	0	0	0	0	0	0	0	0

Task Cost: $ 136,160.00

COF Downtown Mile Project
Contract No. 2022-108

DIRECT EXPENSES										
ITEM						No.	Unit Cost		Cost	
Outside Reproduction										
11"x17" Copies (Color)						2000	$	1.25	$	2,500.00
11"x17" Copies (B&W)							$	0.50	$	-
8 ½" x 11" Copies (Color)						2000	$	0.75	$	1,500.00
8 ½" x 11" Copies B&W)							$	0.25	$	-
5" x 10" card stock mailer (color, 50% bleed)						1000	$	0.50	$	500.00
							SUB-TOTAL:		$	4,500.00
Courier/Postage/Overnight Mail										
Courier						50	$	7.95	$	397.50
Postage						500	$	0.50	$	250.00
Overnight Mail						0	$	5.00	$	-
							SUB-TOTAL:		$	647.50
Mileage										
Site Reconn/Boring Locate	3 mtgs	@	300 miles	roundtrip		900	$	0.560	$	504.00
Field Work mob/demob	8 mtgs	@	300 miles	roundtrip		2400	$	0.560	$	1,344.00
Field Work daily travel	18 mtgs	@	20 miles			360	$	0.560	$	201.60
Meetings	4 mtgs	@	300 miles	roundtrip		1200	$	0.560	$	672.00
Field Visits	9 mtgs	@	300 miles	roundtrip		2700	$	0.560	$	1,512.00
							SUB-TOTAL:		$	4,233.60
Travel*										
Meals	1 staff	@	44 trips	@	66	44	$	66.00	$	2,904.00
Lodging	1 staff	@	20 trips	@	115	20	$	115.00	$	2,300.00
Rental Car	1 staff	@	18 days	@	70	18	$	70.00	$	1,260.00
Airfare (Cultural Specialist)	1 staff	@	1 days	@		1	$	550.00	$	550.00
		@		@		0	$	-	$	-
*Covers only travel 15 miles or more beyond the City Limits or by Firms from other than Flagstaff							SUB-TOTAL:		$	7,014.00
Miscellaneous Expenses										
BNSF TOP Application									$	800.00
BNSF RR Liability Insurance (for ROE)									$	5,000.00
Mailers (Two Mailings, 6.5x11)									$	8,756.00
Display Boards									$	3,000.00
Social Media Advertising									$	1,000.00
Newspaper Advertising									$	3,000.00
							SUB-TOTAL:		$	21,556.00
TOTAL DIRECT EXPENSES										
							TOTAL:		$	37,951.10

PEAK ENGINEERING SCOPE AND FEE

SCOPE OF SERVICES

Date:	August 30, 2022
Project:	**Downtown Mile**
WSP Project No:	TBD
Peak Project No:	22WSP01
Prepared For:	WSP *(Client: City of Flagstaff)*
Prepared By:	J.Leid

PROJECT DESCRIPTION

The project is coordination of City infrastructure needs for an approximate mile-long section of BNSF rail improvements in Flagstaff, Arizona. The "Downtown Mile" bundles the BNSF rail impacted projects for a comprehensive project. These projects include the Walnut-Florence Pedestrian and Bicycle Underpass, Milton Road Underpass Improvements and Lone Tree Overpass.

WSP is the prime consultant and client for the Downtown Mile. Peak Engineering's scope of services includes design of the Santa Fe/Sitgreaves intersection at Route 66/Milton Road and coordination of utilities that may be in conflict with the proposed design. Peak Engineering's scope also includes grading match-up in City right of way at San Francisco and Beaver Streets, between the BNSF right of way and Phoenix Avenue, to accommodate the proposed rail design. Peak will support public involvement efforts.

SCOPE & DELIVERABLES

TASK 1: Administration & Coordination Meetings

Peak Engineering has budgeted to attend the following meetings:

- Preparation, Support and Attendance at two public meetings (PM)
- Preparation, Support and Attendance at one commission/committee meeting (PM)
- Attendance at one Council meeting (PM)
- Participation in regular team coordination meetings through the course of design (9 month design schedule) and weekly updates and tracking of utility coordination efforts.

Administration costs are estimated to be 10% of the total proposed fee, distributed monthly for the duration of the scope. Administration costs include internal project management (schedule, staffing, quality assurance, budget management) and communications not related to meetings listed above.

TASK 2: Utility Coordination

Peak Engineering's scope for design of utilities is as follows:

Peak Engineering will conduct meetings with the following utility companies to present the anticipated scope of work and to capture locations of possible utility conflicts. The goal of these meetings will be to understand prior rights, relocation responsibility and relocation timelines. It is our understanding that

SWI Engineering has performed some subsurface utility exploration as part of the Rio de Flag project. This task includes coordination with SWI to collect and depict that data in the background design files. This task also includes coordination with SWI to document their proposed utilities re-alignments within the project limits.

- Arizona Public Service (APS)
- Unisource Energy (UES)
- Lumen
- Altice
- AT&T
- City of Flagstaff (water, sewer, reclaimed water)

Peak Engineering will prepare agendas and meeting notes from these meetings. Peak will document anticipated relocations in a KMZ file. For design, the relocations associated with the local roadway design will be depicted in the plans. Design of franchise utilities is the responsibility of the utility company.

Peak Engineering will include design of City-owned utility re-alignments at Santa Fe and Sitgreaves should there be conflicts with the vertical design or future stormdrain system. *It is not yet determined if water and sewer utility re-alignments are required or would meet the threshold of ADEQ review. Therefore, we've established an allowance for preparation of utility plan and profile sheets, reports and ADEQ submittal as a separate task. Refer to Task 7 for a detailed description.*

Deliverable: Meeting minutes, KMZ File.

TASK 3: Concept Local Roadway Design (Sante Fe/Sitgreaves Realignment)

Peak Engineering will work with WSP to determine geometry and design requirements for the intersection of Milton Road with Santa Fe. WSP will be responsible for the final intersection design and layout. Peak Engineering will be responsible for design of Santa Fe and Sitgreaves realignment up to the curb return at Milton/Route 66. Peak will prepare concept plans depicting the new geometry and improvements. Peak's concept includes design of the curb ramps at Milton. It is assumed that WSP will provide the intersection layout and will determine storage lengths for the left turn lane (if that is the selected design layout).

Peak Engineering will coordinate with WSP and the rail design to show match-up and transitions from BNSF right of way to existing conditions on San Francisco and Beaver Streets.

Concept plans will depict proposed geometry and improvements extents, including utility impacts.

Deliverable: Concept design plans

TASK 4: Design Development (~60% Design)

Peak Engineering will prepare 60% design plans. The plans will include call-out text and construction notes with enough information to communicate intent but will not be fully keynoted or detailed.

We anticipate the following design sheets:

- Cover
- General Notes & Index
- Construction Control (future submittal)
- Details
- Topographic & Right of Way Survey (existing conditions sheets), if furnished.
- Santa Fe Roadway Design Plan and Profile, including utility relocations, if needed.
- Sitgreaves Roadway Design Plan and Profile, including utility relocations, if needed.

- San Francisco Street grading match-up and utility adjustments
- Beaver Street grading match-up and utility adjustments
- Stormdrain layout sheet(s)
- Striping & Signage Plan

Peak Engineering will show catchbasins and stormdrain pipe in Santa Fe and Sitgreaves to connect to the main stormdrain, if necessary for the realignment of the local streets. It is our understanding that SWI Engineering is designing a stormdrain trunk line associated with the Rio de Flag and Milton Road crossing improvements. We will coordinate with SWI to determine connection points to this stormdrain system.

WSP is responsible for stormdrain design and pumping system for the Milton Road underpass.

Peak will furnish an opinion of probable construction cost in PDF and as an excel sheet for inclusion in the overall project estimate by WSP.

Peak Engineering will submit plans to and request utility response letters from APS (electric), UniSource Energy Services (UES, natural gas), Lumen (communications), Altice (communications) and AT&T (communications).

Deliverables: 60% Design Plans, EOPCC, Franchise Utility Letters

TASK 5: Final 1 Plans (90%)

Peak Engineering will prepare Final 1 Plans. Refer to Task 4 for anticipated plan sheets. The sheet(s) listed as future submittals will be developed and included in this task. The Final 1 Plans will be fully developed, detailed and sealed for submittal to the City of Flagstaff.

Peak Engineering will update the EOPCC and provide an excel spreadsheet for inclusion in WSP's overall project estimate.

Peak Engineering will prepare draft special provisions. The special provisions will reference the City of Flagstaff Engineering Standards & Specifications and MAG Specifications.

This phase includes a detailed quality control (QC) review of the team's design plans for coordination and to check for conflicts between disciplines. Peak will prepare a QC checklist and will include this with the Final 1 submittal if requested.

Deliverable: Final 1 Design Plans, EOPCC, QC Checklist.

TASK 6: Final 2 Plans (100%)

Peak Engineering will address comments and edits in Final 2 Plans for approval and signatures.

Peak Engineering will finalize the Special Provisions.

Deliverable: Final 2 Design Plans, Special Provisions, Comment Responses.

TASK 7: Water and Sewer Realignment Design & ADEQ Submittal (ALLOWANCE, if required)

The vertical design of the roadway at the underpass may require elevation changes on Santa Fe and Sitgreaves. Should the elevation changes or addition of stormdrain require replacement of water and sewer infrastructure , ADEQ review and permitting may be required. If required, this work will be incorporated into the deliverables for Tasks 1-6.

ADEQ review and permitting is required for WATER except as follows (excerpt from Arizona Administrative Code R18-05)

An existing public water system shall be exempt from the plan review requirements of this Article if the public water system is in compliance with this Chapter or is making satisfactory progress towards compliance under a schedule approved by the Department if the applicable structural revision, addition, extension, or modification:

a. *Has a project cost of $12,500 or less; or*

b. *Is made to a water line that:*

i. *Is not for a subdivision requiring plat approval by a city, town, or county;*

ii. *Has a project cost of more than $12,500 but less than $50,000; and*

iii. *Has a design that is sealed and signed by a professional engineer registered in Arizona and the construction of which is reviewed for conformance with the design by a professional engineer registered in Arizona.*

ADEQ review and permitting is required for SEWER except as follows (excerpt from Arizona Administrative Code R18-09-E301)

A. Notice of Intent to Discharge is not required for sewage collection system repairs. Repairs include work performed in response to deterioration or damage of existing structures, devices, and appurtenances with the intent to maintain or restore the system to its original design flow and operational characteristics. Repairs do not include changes in vertical or horizontal alignment.

For the water main replacements, Peak Engineering will prepare standalone construction documents and an engineer's design report for submittal to ADEQ. Peak will prepare the Approval to Construct application; the City will be required to furnish supporting system documentation, sign the application and provide payment.

For the sewer main replacements, Peak Engineering will prepare standalone construction documents and an engineer's design report for submittal to ADEQ. Peak will prepare the Notice of Intent to Discharge application; the City will be required to furnish supporting system documentation, sign the application and provide payment.

Deliverable: Incorporation of water and sewer design plans into Tasks 1-6, preparation of ADEQ submittal documents include the application and reports.

Assumptions & Exclusions:

A topographic survey will be conducted by others and furnished to Peak in AutoCAD format with the project surface (DTM). The topographic survey will include benchmarks for survey control.

Easements and right of way dedication documents, if required, will be prepared by others. We can show proposed easements in the design plans.

Peak's scope for showing utility information in the project basemap is based on available as-built and GIS data, adjusted for survey field-located appurtenances and the results of coordination with adjacent projects.

Peak's scope for drainage design is limited to the portion of the Santa Fe and Sitgreaves alignment.

WSP will provide a report on geotechnical investigation which includes the design pavement structural section.

Peak will coordinate franchise utility design and show linework from franchise utility companies, if provided.

Wheat Design Group will prepare the landscape, irrigation and erosion control plans for inclusion with Peak's roadway design plans.

Peak's scope does not include permitting with ADOT. It is assumed that WSP will manage ADOT submittals.

Peak's scope does not include review or permitting fees.

Construction phase services are not included.

FEE SUMMARY

	Description	Proposed Fee
TASK 1:	Administration & Coordination Meetings	$17,620
TASK 2:	Utility Coordination	$13,460
TASK 3:	Concept Local Roadway Design (Santa Fe/Sitgreaves Realignment, Beaver & San Francisco match-ups)	$30,100
TASK 4:	Design Development (~60% Design)	$39,580
TASK 5:	Final 1 Plans (90%)	$40,520
TASK 6:	Final 2 Plans (100%)	$10,620
	TOTAL Basic Services	**$151,900**
TASK 7:	Water and Sewer Realignment Design & ADEQ Submittal (ALLOWANCE, if required) Water - $17,130 Sewer - $17,130	$34,260
	TOTAL	**$186,160**

Please refer to the cost detail summary, attached, for a breakdown of hours and hourly rates in support of the proposed fee. **This work will be performed lump sum, percent complete utilizing the established rates as shown in the attached fee proposal based on the scope outlined herein.** If additional scope is required, a subsequent contract modification will be submitted at WSP's direction.

SCHEDULE

Peak anticipates work beginning October 2022 with completion of the construction documents in Spring 2023.

END

Client Name: WSP

Project Name: City of Flagstaff DOWNTOWN MILE

Project Number: 22WSP01

Client Information

Name: ***JASON CARLAFTES, P.E.***

Address:

Project Budget Summary

	Task Description	Principal Engineer		Project Manager		Project Engineer		Designer		Engineering Intern		Technical Drafter		Clerical		Total Hours	Labor Cost per Task
	Hourly Rate:	$200		$180		$170		$130		$90		$90		$80			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
1	Admin & Coordination Meetings	-	$ -	79.00	$ 14,220	20.00	$ 3,400	-	$ -	-	$ -	-	$ -	-	$ -	99.00	$ 17,620
2	Utility Coordination	-	$ -	24.00	$ 4,320	40.00	$ 6,800	18.00	$ 2,340	-	$ -	-	$ -	-	$ -	82.00	$ 13,460
3	Concept Local Roadway Design	-	$ -	35.00	$ 6,300	88.00	$ 14,960	60.00	$ 7,800	-	$ -	-	$ -	13.00	$ 1,040	196.00	$ 30,100
4	60% Design	-	$ -	44.00	$ 7,920	122.00	$ 20,740	84.00	$ 10,920	-	$ -	-	$ -	-	$ -	250.00	$ 39,580
5	Final 1 (90%) Design	-	$ -	49.00	$ 8,820	110.00	$ 18,700	100.00	$ 13,000	-	$ -	-	$ -	-	$ -	259.00	$ 40,520
6	Final 2 (100%) Design	-	$ -	12.00	$ 2,160	36.00	$ 6,120	18.00	$ 2,340	-	$ -	-	$ -	-	$ -	66.00	$ 10,620
7	ADEQ Submittal for Water & Sewer ALLOWANCE	-	$ -	44.00	$ 7,920	93.00	$ 15,810	81.00	$ 10,530	-	$ -	-	$ -	-	$ -	218.00	$ 34,260
8	Not Used	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
9	Not Used	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
10	Not Used	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
	LABOR TOTAL:	0	$ -	287	$ 51,660	509	$ 86,530	361	$ 46,930		$ -				$ 1,040		$ 186,160

Reimbursable Project Expenses

A	Printing & Reprographics	$ -
B	Mileage	$ -
C	Meals & Lodging	$ -
D	Equipment	$ -
E	Other (Parking)	$ -
	RPE TOTAL:	$ -

Sub-Consultants

Survey	$ -
Landscape Architect	$ -
Architect	$ -
Geotechnical	$ -
Other	$ -
SUB-CONSULTANT TOTAL:	$ -

PROJECT TOTAL:

$ 186,160

TRANSYSTEMS CORPORATION SCOPE AND FEE

TranSystems
2400 Pershing Road | Suite 400
Kansas City, MO 64108
Tel 816 329 8600
www.TranSystems.com

Scope (Florence-Walnut Railroad Underpass, Milton Road Temporary Shoring and Rio De Flag Temporary Shoring)

Following discussions with the project team TranSystems is pleased to present our scope for design of a new bridge at MP 344.30 for the F.U.T.S Trail Underpass. We're currently reviewing what was previously designed in 2012 and will complete a cost evaluation of using a Reinforced Concrete Box due to the tracks shifting north. The structure will be designed and detailed per the requirements in the BNSF/UP Grade Separation Guidelines dated January 1, 2016. Submittals will follow the requirements in Table 3-2. Bridge designs will utilize the latest BNSF Standards where applicable.

- Concept will include a cost evaluation between a bridge and RCB
- Once a concept is selected a 30% submittal will follow(Applicant response, Type Selection Report, Design Plan, Construction Phasing)
- 60% (Applicant response, Design Plans and Calculations, Geotechnical Report, Project Specifications and/or Special Provisions, Drainage Report and Plan, Construction Phasing)
- Final Plans (Applicant response, Design Plans and Calculations, Geotechnical Report, Project Specifications and/or Special Provisions, Construction Phasing)
- Temporary shoring design will also be completed at this structure to facilitate staged construction. The temporary shoring will be designed and detailed per the requirements in the BNSF/UP Guidelines for Temporary Shoring dated December 7, 2021.

In addition to the above structure design, TranSystems will also design and detail the temporary shoring for the Milton Road Bridge and the Rio De Flag Project where each of these cross the BNSF tracks. These temporary shoring designs will also be completed to facilitate staged construction. The temporary shoring will be designed and detailed per the requirements in the BNSF/UP Guidelines for Temporary Shoring dated December 7, 2021.

Assumptions

- The proposed track centers of 15' will require construction to be within the "NO EXCAVATION" limit of 15' and BNSF has approved the use of temporary shoring required for construction of these bridges/structures. No separate design exception approval is required.
- Temporary shoring for Milton Road Bridge is only for protection of the bridge construction from the BNSF tracks, no shoring design for the protection of Milton Road.
- Temporary shoring for Rio De Flag Project is only for protection of the bridge/box construction from the BNSF tracks, no shoring design for the protection of any adjacent roadway/parking lot.
- Where piles are required for bridge design, with the rock shallow in this area it is assumed that piles will be socketed for their designs.
- Florence-Walnut Railroad Underpass for Pedestrian Trail
    - Additional coordination with BNSF per the BNSF/UP Grade Separation Guidelines (1/05/16) is assumed.
    - Previously approved bridge plans from 2012 per the new track layout is being shifted north and is assumed that new approval from BNSF for updated location is required. Since the previous approval, new guidelines have been issued that require a new look at the design requirements for this underpass.

TranSystems
2400 Pershing Road | Suite 400
Kansas City, MO 64108
Tel 816 329 8600
www.TranSystems.com

- Underpass bridge design will be coordinated with the City of Flagstaff for trail design.
- Final grading/retaining walls under bridge will be coordinated with the City of Flagstaff and will be completed by TranSystems as part of the bridge design from BNSF ROW to ROW.
- Lighting requirements under the bridge will be coordinated with the City of Flagstaff and will be completed by others.
- Assumes that the previous BNSF approval of the trail underpass that BNSF continues to approve the use of an underpass crossing and that a detailed type selection report has already been submitted and approved to BNSF for this underpass crossing.
- Final trail design by others.
- No aesthetics will be added to the underpass bridge.

	Principal	Project Manager	Bridge Engineer 3	Bridge Engineer 2	Bridge Technicain 4	Bridge Technicain 1		
Rates	*$ 350.00*	*$ 240.00*	*$ 260.00*	*$ 168.00*	*$ 152.00*	*$ 93.00*		
Task								
Project Management							Hours	Fee
TWG Meetings		9					9	$ 2,160.00
BNSF Coordination		20	50				70	$ 17,800.00
BNSF and USACE Meetings	2	2	15				19	$ 5,080.00
SUBTOTAL PROJECT MANAGEMENT	2	31	65	0	0	0	98	$ 25,040.00
Design Services Florence-Walnut Underpass, Milton Rd Shoring & RDF Shoring							Hours	Fee
Concept/Cost Evaluation		4	25	40	30	40	139	$ 22,460.00
30% Plan		4	60	90	80	120	354	$ 55,000.00
60% Plan		2	40	60	60	70	232	$ 36,590.00
Final Plans		2	30	40	40	60	172	$ 26,660.00
Plan Review - QA/AC Process	4	60	80	80		140	364	$ 63,060.00
SUBTOTAL DESIGN SERVICES AND QA/QC	4	72	235	310	210	430	1261	$ 203,770.00
EXPENSES								
Airfare (2 Trips)						$800/flight		$ 1,600.00
Car Rental						4 days @ $200/day		$ 800.00
Lodging						4 days @ $138/day		$ 552.00
Meals						4 days @ $66/day		$ 264.00
SUBTOTAL EXPENSES								$ 3,216.00
							TOTAL DESIGN FEE	$ 232,026.00

NORTHLAND EXPLORATION SURVEYS SCOPE AND FEE

Northland Exploration Surveys, Inc.

August 30, 2022

WSP USA, Inc.
Jason Carlaftas
1230 West Washington Street
Suite 405
Tempe, AZ 85281

RE: Survey services for the City of Flagstaff Downtown Mile, City of Flagstaff, Arizona.

Dear Mr. Carlaftas,

We appreciate the opportunity to offer survey services for the above mentioned project. We understand that we will conduct those survey services per your email dated August 15, 2022:

1. Conduct the research and field survey necessary to determine the location of the existing Right of Way of Milton Road, Route 66, ATSF Right of Way and adjoining streets and parcels.

2. Conduct a topographic survey of the areas outlined in the above mentioned email. This will include all visible improvements, including, but not limited to, street improvements, visible utilities (including measure-downs), the existing Rio De Flag wash

3. Draft those items surveyed and the boundaries surveyed and any existing recorded easements over the effected parcels at a scale of 1" = 20'. We will also include the current owner and record information for the parcels affected with calculated parcel side lines.

4. Coordinate with other sub-consultants, such as Survwest, concerning coordinating their information with ours.

5. Calculate and draft any temporary construction easements for the project.

6. Conduct any additional surveying, research and computations as needed for additional information.

The survey and map will be surveyed in the Arizona Central Coordinate system, scaled to ground at a central control point and NGVD88 elevations.

We propose to conduct the above mentioned services for the following costs:

Parcel Research/Right of Way survey:

24 hours @ $170:	$ 4,080.00
32 hours @ $120:	$ 3,840.00
Subtotal:	**$ 7,920.00**

Topographic survey:

40 hours @ $170:	$ 6,800.00
24 hours @ $120:	$ 2,880.00
Subtotal:	**$ 9,680.00**

Coordination:

16 hours @ $120:	$ 1,920.00
Subtotal:	**$ 1,920.00**

Temporary Construction Easements/Takings:

40 hours @ $120:	$ 4,800.00
Subtotal:	**$ 4,800.00**

Additional surveying/research:

16 hours @ $170:	$ 2,720.00
24 hours @ $120:	$ 2,880.00
Subtotal:	**$ 5,600.00**

Railroad surveying/research:

40 hours @ $170:	$ 6,800.00
24 hours @ $120:	$ 2,880.00
Subtotal:	**$ 9,680.00**

Total Initial Estimate/Cost: **$39,600.00**

If the above mentioned proposal is agreeable to you, please sign and either FAX or mail this proposal back to us. Again, we appreciate the opportunity to offer survey services to you.

Kenneth A. Krenke
Chief Surveyor

Accepted this _____ day of _____, 2022.

_____
Jason Carlaftas
For WSP USA, Inc.

WPSUSACOFDowntownMile

WHEAT DESIGN GROUP SCOPE AND FEE

WHEAT | DESIGN GROUP
LANDSCAPE ARCHITECTS

August 25, 2022

Jason Carlaftes, P.E.
WSP

RE: City of Flagstaff, Downtown Mile Project
RSOQ NUMBER: 2022-108

Hello Jason,
We are pleased to submit this Scope and Fee proposal for providing landscape architecture services for the City of Flagstaff, Downtown Mile project. Please refer to the attached Workhour Estimates for a detailed breakdown of services and associated fees.

SCOPE OF WORK

Assumptions:

1. *Scope does not include a native plant inventory.*
2. *The following City of Flagstaff Engineering Standards will be used for design of landscape architectural project features: Title 10 – Streets; Title 17 - Erosion Control; Title 18 - Landscaping Standards for Rights-of-Way; and Title 19 - Irrigation Systems.*
3. *LID/green infrastructure will be integrated into our hardscape and landscape plans where feasible. City of Flagstaff's Low Impact Development Manual (January 2009) will be utilized during design.*
4. *WSP will provide CAD base design files and aerials.*
5. *Structure aesthetics includes formliner design for retaining walls, bridge barrier, piers and abutments.*
6. *Wheat Design Group will design all structure aesthetics and hardscape/streetscape elements.*
7. *Design of structure aesthetics and hardscape/streetscape elements will be presented to the City of Flagstaff's Beautification and Public Art Commission for review.*
8. *Erosion Control plans will be developed for both the roadway and BNSF.*
9. *The technical review, checking procedures, and monitoring process shall follow WSP's Project Specific Quality Management Plan, including internal QC Reviews and Interdisciplinary Reviews. Hours are allocated for QC review for each submittal.*
10. *All submittals will be in pdf format; including no mylars for Signed & Sealed Final submittal.*
11. *All submittals will be emailed to WSP.*

TASK 1.0 PROJECT MANAGEMENT / MEETINGS

This task includes project administration, invoices, managing project files, and preparing for and attending project meetings. Meetings include:

- (9) Project team technical meetings (1x per month)(all virtual)
- (9) Team Working Group (TWG) meetings (1x per month)(all virtual)
- (2) Over-the-Shoulder Review Meetings (after 60% and 90% submittals)(virtual)
- (2) Site Visits for research and other miscellaneous meetings (in Flagstaff)

TASK 2.0 PUBLIC INVOLVEMENT

Public involvement includes:

- Preparation and attendance to (2) Public Meetings (in Flagstaff)

Deliverables:

1. (2) Exhibit boards for each Public Meeting reflecting landscape/aesthetic concepts (36" x 48" board). Graphics on boards will include rendered elevations, rendered plans and section views, plant palette, and supporting images (4 boards total).

TASK 3.0: 60% SUBMITTAL

Preliminary Design Submittal (60%): Design plans, special provisions and cost estimate will be developed to an approximate 60% level design and submitted to the City of Flagstaff. This level of design will include all major features but not have complete details included with submission. Intent of this submittal is to provide enough information to the City and Stakeholders to perform a 60% level review of concepts and provide comments to the Design Team.

Deliverables:

1. Preliminary Structures Aesthetics key map and details
2. Preliminary Hardscape/ streetscape plans and details
3. Preliminary Landscape plans and details
4. Preliminary Irrigation plans and details
5. Preliminary Erosion control plans and details
6. Quantities and cost estimate
7. Preliminary Special Provisions

TASK 4.0: 90% SUBMITTAL

Final Design Submittal (90%): Design plans and special provisions will be developed to an approximate 90% level design and submitted to the City for review. This level of design is considered substantially complete and will include all major features and supporting details. This submittal is intended to allow the City and Stakeholders a final review of the project for comments prior to Release for Construction.

Deliverables:

1. Final Structures Aesthetics key map and details
2. Final Hardscape/ streetscape plans and details
3. Final Landscape plans and details
4. Final Irrigation plans and details
5. Final Erosion control plans and details
6. Quantities and cost estimate
7. Final Special Provisions

TASK 5.0 Plans, Specifications and Estimate (PS&E) SUBMITTAL

PS&E (Sealed Plans): Sealed plans, special provisions and cost estimate will be submitted to the City for acceptance.

Deliverables:

1. Signed & Sealed plans, Cost Estimate and Special Provisions

WHEAT | DESIGN GROUP
LANDSCAPE ARCHITECTS

TASK 6.0 SWPPP BOOK

To be submitted with the 90% submittal.

Deliverables:

1. SWPPP Book for Contractor using ADOT template

FEES

Total consultant cost is **$91,766.00.** Work will be provided on a lump sum basis. The work will be based on the hourly rates provided and based on the hours and tasks listed in the attached cost derivation documents. Work beyond this scope will be considered additional services and will not proceed without approval from the Client. Additional work may be provided under a separate contract amendment.

We very much look forward to working with WSP and the City of Flagstaff on this project.

Sincerely,



Laura Mielcarek
Principal, Wheat Design Group

WHEAT | DESIGN GROUP
LANDSCAPE ARCHITECTS

Wheat Design Group DERIVATION OF COST PROPOSAL SUMMARY

PROJECT: **City of Flagstaff, Downtown Mile Project** DATE: 8/25/2022

Flagstaff Project No.:
CONTRACT TIME: 9 Months
CONTRACT TYPE: Lump Sum

CONSULTANT: Wheat Design Group, Inc.
PREPARED BY: Laura Mielcarek, Principal
DBE: #1025

DIRECT LABOR COST

TASK DESCRIPTION	CLASSIFICATION	No. HOURS Hours	UNIT RATES	TOTAL COST Cost
Landscape Architectural Services	Project Manager-Sr.	182	$160.00	$29,120.00
	Registered LA	168	$138.00	$23,184.00
	Designer	204	$102.00	$20,808.00
	CADD Technician	166	$95.00	$15,770.00

(A) Direct Labor 720 Hrs. **$88,882.00**

DIRECT EXPENSES

TRAVEL (Rental car, fuel, lodging, meals for site visit)		$2,596.00
EXHIBITS (36" x 48" boards)		$288.00
	=	**$2,884.00**

(E) OUTSIDE SERVICES & SUBCONSULTANT COSTS

Sub Names	Sub Fees

(F) TOTAL COST FOR ALL SUBCONSULTANT AND OUTSIDE SERVICES = **$0.00**

(G) TOTAL COST = **$91,766.00**

Laura Mielcarek, Principal

8/25/2022
Date

8/25/2022

Wheat Design Group Workhour Estimate by Task
City of Flagstaff, Downtown Mile Project

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
1.0	**Project Management / Meetings**					
	Project Management (over 18 months)	18	0	0	0	18
	Project team technical meetings (18)	18	0	0	0	18
	Team Working Group (TWG) Meetings (18)	18	0	0	0	18
	Over-the-shoulder Review Meetings after submittals (2)	4	4	0	0	8
	Site Visits (2) (2 people)	24	24	0	0	48
	Subtotal	**82**	**28**	**0**	**0**	**110**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
2.0	**Public Involvement**					
	Preparation and attendance to Public Meetings (2)	24	28	24	24	100
	Subtotal	**24**	**28**	**24**	**24**	**100**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
3.0	**60% Submittal**					
	Initial Structure aesthetics key map and details	2	8	24	24	58
	Initial Hardscape/streetscape plans and details	2	6	12	12	32
	Initial Landscape plans and details	2	6	12	12	32
	Initial Irrigation plans and details	2	6	12	12	32
	Initial Erosion control plans and details	2	8	12	12	34
	Quantities and Cost Estimate	2	6	0	0	8
	Special Provisions	8	0	0	0	8
	Project Specific Quality Management Plan	8	8	8	0	24
	Subtotal	**28**	**48**	**80**	**72**	**228**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
4.0	**90% Submittal**					
	Final Structure aesthetics key map and details	2	6	16	16	40
	Final Hardscape/streetscape plans and details	2	4	8	6	20
	Final Landscape plans and details	2	4	8	6	20
	Final Irrigation plans and details	2	4	8	6	20
	Final Erosion control plans and details	2	4	8	6	20
	Quantities and Cost Estimate	2	4	0	0	6
	Special Provisions	6	0	0	0	6
	Project Specific Quality Management Plan	8	8	8	0	24
	Subtotal	**26**	**34**	**56**	**40**	**156**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
5.0	**RFC Submittal**					
	Signed & Sealed plans, Cost Estimate and Special Provisions	4	8	6	6	24
	Project Specific Quality Management Plan	8	8	8	0	24
	Subtotal	**12**	**16**	**14**	**6**	**48**

	Description	Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
6.0	**SWPPP Book**					
	Production of SWPPP Book	4	8	24	24	60
	Project Specific Quality Management Plan	6	6	6	0	18
	Subtotal	**10**	**14**	**30**	**24**	**78**
	TOTAL WORKHOURS	**182**	**168**	**204**	**166**	**720**

8/25/2022

EXHIBIT A: ESTIMATED DIRECT EXPENSES

TRAVEL: SITE VISITS

Mileage:	# of Trips	avg. mi. per round trip	Cost/mi.	Cost	Notes
	4	520	$0.625	$1,300.00	

Lodging:	Trips	Rooms per night	Cost/night	Cost	
	4	2	$96.00	$768.00	4 Trips to Flagstaff

Meals:	Days	2 Meals Per Day for 2 people	Cost/Day	Cost	
	4	8	$66.00	$528.00	2 meals per day for 2 people

TOTAL TRAVEL =	$2,596.00

PLOTTING

say 0 total

	No. of Copies	Cost per Copy	Cost
Vellum Plots (24x36)		$3.50	$0.00
Photo Mylars		$9.00	$0.00

TOTAL PLOTS =	$0.00

REPRODUCTIONS:

Reports (See EXHIBIT B) $0.00

Copies other than reports

Color Copies	No. of Copies	Cost per Copy	Cost
8 1/2"x11'		$0.50	$0.00
11"x17"		$1.50	$0.00
Black & White Copies			
8 1/2"x11'		$0.05	$0.00
11"x17"		$0.12	$0.00
Blacklines (24x36)		$1.50	$0.00

TOTAL REPRODUCTIONS =	$0.00

EXHIBITS

	No. of Copies	Cost per Copy	Cost
Aerial Photo, 40 scale		$8.00	$0.00
(Mounting on 36" x 48" Foam Board for public meetings)	4	$72.00	$288.00
Presentation Blacklines		$4.00	$0.00
Color Photo Reductions		$8.00	$0.00

TOTAL EXHIBITS =	$288.00

SPECIALIZED VENDORS

	Cost
IAS Laboratories - Horticultural Soil Analysis	$0.00
Vendor Name	$0.00
Vendor Name	$0.00

TOTAL SPECALIZED VENDORS =	$0.00

GSI SCOPE AND FEE

Geomechanics Southwest, Inc.

5435 W Mohave St
Phoenix, Arizona 85043
602-252-0559
AROC 079441 / ADWR 498 www.gsidrilling.com

Date: August 23, 2022
Proposal # 15422P

Kevin Porter, P.E.
WSP USA
350 W Washington Street, Suite 300
Tempe, Arizona 85281
Kevin.porter@wsp.com

RE: Flagstaff Downtown Mile R3

SCOPE: Auger / Core Work with Truck Mount

- **Provide a CME-75HT truck mounted drill & 3-man Crew.**
- **Drill will come equipped with 4-1/4"ID HSA, HQ3 Wireline Core & associated support equipment.**
- **Auger/Sample / Core the following:**
  - **three (3) bridge borings to a maximum depth of 75-ft each (Night Work).**
  - **Three (3) roadway borings to a maximum depth of 10-ft each.**
- **Drive SPT's and ring lined barrels at 5-ft intervals to depth in each boring.**
- **Continuous core when refusal is encountered.**
- **GSI will subcontract all concrete coring and patch with fast set non-shrink grout.**
- **GSI will provide non-Potable water from the Flagstaff reclaimed water services for coring.**
- **GSI will permit and grout any borings that encounter gw per ADWR, charges will apply.**
- **GSI will provide BNSF trained crews, no additional insurance costs assumed.**

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Mobilization / Demobilization	1	EACH	1850.00	$1,850.00
Daily Prep / Local Travel / Interim Travel	6	DAYS	250.00	$1,500.00
Auger / Sample	45	L.F.	17.50	$ 787.50
HQ3 Core	135	L.F.	52.00	$7,020.00
Core Bit / Fluid Charges	135	L.F.	12.50	$1,687.50
Core Boxes (wax impregnated)	14	EACH	12.50	$ 175.00
Support Truck/Water Truck/Water Wagon	7	DAYS	1100.00	$7,700.00
Access / Safety / Clean Up / Client Directed Standby (est., qty.)	7	HRS.	230.00	$1,610.00
ADWR Permitting	1	EACH	250.00	$ 250.00
Grout Abandonment	180	L.F.	10.00	$1,800.00
Geotech Ring Sets	15	EACH	28.50	$ 427.50
Additional Crew Member	7	DAYS	500.00	$3,500.00
Night Surcharge	60	HRS.	55.00	$3,300.00
Light Plant	6	NIGHTS	175.00	$1,050.00
Pavement Core	6	EACH	420.00	$2,520.00
Pavement Patch	6	EACH	75.00	$ 450.00
Crew Expenses (3-men) lodging $146.00 per man	6	NIGHTS	438.00	$2,628.00
Crew Expenses (3-men) M&IE $56.00 per man	7	DAYS	168.00	$1,176.00
BNSF / eRailSafe Training	0	EACH	345.00	$ 0.00
			ESTIMATED TOTAL	**$39,431.50**

We estimate completion time of 7 rig days on-site to complete, based on the assumptions listed above.

SCOPE: Auger / Core Work with Track Mount

- **Provide a CME-75HT truck mounted drill & 3-man Crew.**
- **Drill will come equipped with 4-1/4"ID HSA, HQ3 Wireline Core & associated support equipment.**
- **Auger/Sample / Core the following:**
  - **Two (2) bridge borings to a maximum depth of 75-ft each.**
  - **five (5) ret wall borings to a maximum depth of 50-ft.**
- **Drive SPT's and ring lined barrels at 5-ft intervals to depth in each boring (3-additional in upper 10-ft).**
- **Continuous core when refusal is encountered.**
- **GSI will provide non-Potable water from the Flagstaff reclaimed water services for coring.**
- **GSI will permit and grout any borings that encounter gw per ADWR, charges will apply.**
- **GSI will provide BNSF trained crews, no additional insurance costs assumed.**

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Mobilization / Demobilization	1	EACH	2400.00	$2,400.00
Daily Prep / Local Travel / Interim Travel	9	DAYS	250.00	$2,250.00
Auger / Sample	105	L.F.	22.00	$2,310.00
HQ3 Core	295	L.F.	66.00	$19,470.00
Core Bit / Fluid Charges	295	L.F.	12.50	$3,687.50
Core Boxes (wax impregnated)	30	EACH	12.50	$ 375.00
Support Truck/Water Truck/Water Wagon	10	DAYS	1100.00	$11,000.00
Access / Safety / Clean Up / Client Directed Standby/Weather Delays/Brush Clearing (est., qty.)	18	HRS.	295.00	$5,310.00
ADWR Permitting	0	EACH	250.00	$ 0.00
Grout Abandonment	400	L.F.	10.00	$4,000.00
Geotech Ring Sets	20	EACH	28.50	$ 570.00
Additional Crew Member	10	DAYS	500.00	$5,000.00
Crew Expenses (3-men) lodging $146.00 per man	9	NIGHTS	438.00	$3,942.00
Crew Expenses (3-men) M&IE $56.00 per man	10	DAYS	168.00	$1,680.00
BNSF / eRailSafe Training	1	EACH	345.00	$ 345.00
		ESTIMATED TOTAL		**$62,339.50**

We estimate completion time of 10 rig days on-site to complete, based on the assumptions listed above.

We at Geomechanics Southwest Inc., appreciate the opportunity to provide you with an estimate. If you have any questions, please don't hesitate to call or email us. We look forward to hearing from you soon.

Respectfully submitted by,

GEOMECHANICS SOUTHWEST, INC.

Mike Shelquist
Operations Manager

Copies (1) addressee
WSP 082222 – Flagstaff Downtown Mile R3

QUAIL SCOPE AND FEE

QUAIL CONSTRUCTION
Serving Arizona Since 1999

Quail Construction LLC Flagstaff Division
7200 E 31st Place
Yuma, AZ 85365
928-314-1212

QUOTATION

Quote Date	Quote ID
8/19/2022	081922CDS3

Valid Through: 9/18/2022

WSP USA, Inc.
Kevin Porter

Phone: 480-449-4933

Email: kevin.porter@wsp.com

Job Location:
Historic Route 66 & N Humphreys St.
Flagstaff
Quote Created By: Colby Stumm

Bid Line#	Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
S-2	Equipment - W/B RLC & Hard Closure *	$195.00	Per Day	1	2	2	$390.00
S-2	Setup or Pickup - W/B RLC & Hard Closure	$202.50	Per Day	2	2	4	$810.00
S-3	Equipment - W/B LLC *	$102.50	Per Day	1	2	2	$205.00
S-3	Setup or Pickup - W/B LLC	$140.00	Per Day	2	2	4	$560.00
S-4	Equipment - N/B RLC *	$102.50	Per Day	1	2	2	$205.00
S-4	Setup or Pickup - N/B RLC	$140.00	Per Day	2	2	4	$560.00
R-1	Equipment - S/B LTBC *	$50.00	Per Day	1	2	2	$100.00
R-1	Setup or Pickup - S/B LTBC	$75.00	Per Day	2	1	2	$150.00
R-1, R-2	Shadow Vehicle	$75.00	Per Hour	4	2	8	$600.00
R-3	No Parking Signs *	$1.25	Per Each	15	2	30	$37.50
R-3	Set & Remove Lane Shift	$155.00	Per Day	1	1	1	$155.00
UnloadZone	Shadow Vehicle - Unload Zone	$75.00	Per Hour	3	1	3	$225.00
12 / Lane	18" Flag on Dowel *	$2.50	Per Each	36	1	36	$90.00
10 / Lane	Sand Bag (filled) *	$2.50	Per Each	30	1	30	$75.00
Per Loc.	Traffic Control Plan *	$60.00	Per Each	7	1	7	$420.00

Note: The * indicates taxable items.

EQUIPMENT	$937.50
ONE TIME CHARGES	$585.00
LABOR	$3,060.00
SUBTOTAL	$4,582.50
SALES TAX (9.181%)	$139.78
QUOTE TOTAL	$4,722.28

This quote is for traffic control equipment and labor required to access the 7 specified work areas.
Locations: S-2, S-3, S-4, R-1, R-2, R-3, and "Unload Zone"

Each location has a daily cost for equipment and labor. Sand bags, flags and TCPs will be charged as needed.

Any closure or additional labor outside this scope of work will be charged at time and material.

Add'l Terms: This quote is valid for 90 days.

Initials _____

8/19/2022

Colby Stumm
Quail Construction LLC Flagstaff Division

Date

Accepted By:

Signature

Date

Print Name

Title

Company

WOOD SCOPE AND FEE

PROPOSAL / ORDER FOR TESTING SERVICES

Wood Environment & Infrastructure Solutions, Inc. 3630 E. Wier Avenue Phoenix, AZ 85040 Phone: 602-437-0250 Email:	Wood Project No.: Wood Remittance Address (if different than address to the left): **Wood Environment & Infrastructure Solutions, Inc.**

Wood is pleased to present the following proposal to conduct Materials Testing Services to:

CLIENT	WSP US	Proposal No.: PB22-08-09
	1230 W. Washington St., Suite 405	Comments: Cost Plus – No Max All other testing requested will be billed per Wood's attached 2022 Fee Schedule
	Tempe, Arizona 85281	
	Kevin Porter	
	Office: 480-966-8295 Kevin.Porter@wsp.com	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	**1**	**1**	**Attached Proposal No. PB22-08-09**	**$7,900.00**	**$7,900.00**
			Estimated Project Sub Total	**TOTAL**	
			Office Expense and Report Charge of 6%		

Wood will perform the testing services specified above subject to and in accordance with the terms and conditions on the face and reverse of or attached to this Order. By signing below, the signatory certifies that he is duly authorized to sign this Order and incur the charges as specified herein and to accept all terms and conditions of this Order for and on behalf of CLIENT. Unless otherwise stated as a lump sum, Wood will only invoice for actual services authorized and performed at the rates above.

(Not including applicable taxes)

Wood:

Signature	Print Name/ Title	Date
Signature	Print Name/Title	Date

CLIENT: (Upon Signature by Client, this Proposal will be a binding order for testing services.)

Signature	Print Name	Date

Wood Environment & Infrastructure Solutions, Inc.
TESTING SERVICES TERMS AND CONDITIONS

DEFINITIONS: "Wood" shall mean Wood Environment & Infrastructure Solutions, Inc., and "CLIENT" shall mean exclusively the party for whom Wood is providing testing services as set forth on the face of this Order. "Order" shall mean the contract between Wood and CLIENT created by this document

COMPENSATION: Wood will be compensated for testing services as specified on the face of this Order. Unit prices shall govern in the event of any discrepancy between unit prices and extended prices. Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice with a late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of invoice. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by Wood in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by Wood. Wood may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) Wood reasonably believes that CLIENT will be unable to pay Wood in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until Wood has been paid in full for all balances past due including applicable service charges and CLIENT provides Wood with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

If the payments under this Agreement are based on a time and materials basis, after January 1 of each subsequent calendar year, the rates may be increased by Wood up to an overall average increase of five percent (5%); provided that an overall average increase in excess of five percent (5%) shall be subject to CLIENT's approval. Wood shall provide CLIENT with thirty (30) days advance notice of any change in rates.

SAMPLE RETRIEVAL AND DISPOSAL: Unless otherwise specified, CLIENT shall retrieve and dispose of, in accordance with applicable law, all test samples and sample residuals within thirty (30) days of Wood's transmittal of test results to CLIENT. Test samples and sample residuals not retrieved within 30 days may be disposed of, at Wood's sole discretion, and/or will be subject to Wood's then-current storage fees for which CLIENT agrees to be fully responsible and pay promptly.

WARRANTY: Wood will strive to perform testing services and present results in accordance with currently accepted practices and standards for firms engaged in similar work and using personnel and equipment suitable therefor. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

INDEMNIFICATION: CLIENT shall indemnify and save Wood harmless from and against loss, damage, injury, costs (including attorneys' fees and cost of investigation), or liability to the extent arising from: (i) the negligent acts or omissions or willful misconduct of CLIENT and its employees and agents, and/or (ii) any allegation that Wood is the owner or operator of a site or arranged for the treatment, transportation or disposal of hazardous materials.

LIMITATION OF LIABILITY: ***CLIENT's sole and exclusive remedy for any alleged breach of warranty by Wood shall be to require Wood to re-perform any defective testing services; however, fees and costs to re-perform testing services shall not exceed the Order value paid or to be paid to Wood. Notwithstanding any other provision of this Order, the total liability of Wood, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Order, whether based in contract or tort, shall be limited to the lesser of Wood's fee as set forth on the face of this Order, the amount actually paid to Wood under this Order, or $5,000. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the testing services by Wood.***

Wood and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss of product or production, or loss of business opportunity) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

ASSIGNMENT AND SUBCONTRACTING: CLIENT shall not assign this Order without the prior written approval of Wood. Wood may subcontract portions of the testing services to a qualified subcontractor without prior approval of CLIENT.

TERMINATION: Wood may terminate this Order upon prior written notice to CLIENT. Upon termination, CLIENT shall pay Wood for all services performed hereunder through the date of termination.

FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Wood; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by Wood. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

DOCUMENTS: All reports or other documents (or copies) furnished to Wood by CLIENT, shall at CLIENT'S written request, be returned upon completion of the services hereunder; provided, however, that Wood may retain one (1) copy of all such documents. All reports or documents (or copies thereof) in any form prepared by Wood under this Order are Instruments of Service and are prepared for the sole and exclusive benefit of the CLIENT. Wood has title to all Instruments of Service. CLIENT'S right of use is limited to specified deliverables as set forth in this Order, if any.

WAIVER: The failure of either Wood or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Order or to exercise any right or privilege in the Order or the waiver by Wood or CLIENT of any breach of the terms or conditions of this Order shall not be construed as thereafter waiving any such term, condition, right, or privilege, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

DISPUTES: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of services under this Order, Wood and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of Wood and CLIENT. If such negotiations are unsuccessful, Wood and CLIENT agree to attempt to settle the dispute by good faith mediation if both parties agree. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the Wood office entering into this Order. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Order. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

GOVERNING LAW: This Order shall be governed and construed in accordance with the laws of the state of the Wood office entering into this Order.

INDEPENDENT CONTRACTOR: Wood shall be fully independent in performing the services and shall not act as an agent or employee of CLIENT.

FIELD REPRESENTATION: Unless otherwise expressly agreed in writing, Wood shall not be responsible for the safety or direction of the means and methods of contractors or their employees or agents not retained by Wood, and the presence of Wood at the CLIENT's site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Wood's services are so limited. Wood will not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed in writing.

ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:
(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.
(b) Induce or attempt to induce any officer, servant or agent of any private or public body to depart from his duties to his employer nor be involved with any such arrangement.

ESTIMATE: This Proposal is an estimate based upon our review of the project specifications and the proposed construction schedule. Additional services requested beyond the above outlined scope of services will be charged in accordance with our Standard Material Testing Unit Fee Schedule which is available upon request. Costs incurred for retesting or standby time are not included.

ENTIRE AGREEMENT/ACCEPTANCE: The terms and conditions set forth herein constitute the entire understanding of Wood and CLIENT. All previous proposals, offers, and other communications relative to the provisions of these services are hereby superseded. CLIENT acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such form regardless of reference to or signature. CLIENT shall endeavor to reference this Order on any purchase order (or any other form), but CLIENT's failure to do so shall not operate to modify this Order.

CLIENT's Initials

August 18, 2022, Revised August 19, 2022

WSP USA
1230 W. Washington St., Suite 405
Tempe, Arizona 85281

Attention: Kevin Porter, P.E.

Re: Flagstaff Downtown Mile

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this cost proposal for laboratory testing. It is our understanding that WSP USA will perform the sampling and will submit the samples to Wood's Phoenix laboratory for testing.

ITEM			
LABORATORY TESTING	**QUANTITY**	**EACH**	**TOTAL**
Sieve Analysis	10	$70.00	$700.00
Ring Density	8	$30.00	$240.00
Atterberg Limits	10	$85.00	$850.00
One Dimensional Consolidation	2	$285.00	$570.00
Direct Shear	6	$350.00	$2,100.00
Expansion (Swell)	0	$160.00	$0.00
R-Value	2	$300.00	$600.00
pH/Resistivity	4	$160.00	$640.00
Sulfates and Chlorides	4	$70.00	$280.00
Unconfined Compression Strength of Rock Cores w/ Density	30	$55.00	$1,650.00
Moisture Density Relationship (Proctor)	2	$135.00	$270.00
		TOTAL	**$7,900.00**

Should you have any questions concerning this proposal, we would appreciate the opportunity to review and clarify.

Respectfully submitted,
Wood Environment & Infrastructure Solutions, Inc.

Hiram Franco

Hiram Franco
Laboratory Manager
Work Phone: (602) 437-0250
Cell Phone: (602) 800-4984
Email: h.francoescalante2@woodplc.com

Scott Thompson

Scott Thompson
Construction Materials Manager
Work Phone: (602) 437-0250
Cell Phone: (602) 290-0840
Email: Scott.thompson@woodplc.com

Construction Materials Testing and Inspection
Wood – Phoenix 2022 Fee Schedule

Aggregate Testing

A.	Aggregate Durability Index (ASTM D3744, AASHTO T210)	$	210.00/each
B.	Artificial Crushing		200.00/each
C.	Moisture-Density Relationship (Bulking Effect)(AASHTO T-19 as applicable)		95.00/each
D.	Calcium Carbonate Percent by Weight in Aggregates		Quote
E.	California Bearing Ratio (CBR) with Modified Proctor (ASTM D1883, AASHTO T193)		550.00/each
F.	California Bearing Ratio (CBR) with Standard Proctor (ASTM D1883, AASHTO T193)		500.00/each
G.	Clay Lumps and Friable Particles (ASTM C142, AASHTO T112)		125.00/each
H.	Cleanliness Value (CTM 227)		200.00/each
I.	Crushing Coarse Aggregate for Potential Alkali Reactivity		250.00/each
J.	Flakiness Index of Aggregate (ARIZ 233)		110.00/each
K.	Flat and Elongated Particles (ASTM D4791)		175.00/each
L.	Fractured Faces (ARIZ 212, FLH507)		95.00/each
M.	L.A. Abrasion of Coarse Aggregate (ASTM C535)		250.00/each
N.	L.A. Abrasion of Coarse Aggregate (ASTM C131) (AASHTO T96)		200.00/each
O.	Max. Dry Unit Weight and Water Content Range Using Vibrating Hammer (ASTM D7382)		350.00 each
P.	Max. Index Density and Unit Weight of Soils Using a Vibratory Table (ASTM D4253)		250.00 each
Q.	Min. Index Density and Unit Weight of Soils and Calculation of Relative Density (ASTM D4254)		250.00 each
R.	Organic Content (ASTM D2975, AASHTO T267)		125.00/each
S.	Organic Impurities in Fine Aggregate (ASTM C40, AASHTO T21)		145.00/each
T.	Percent Carbonates in Aggregate (ARIZ 238)		110.00/each
U.	Potential Alkali Reactivity of Aggregate		Quote
V.	Sand Equivalent (ASTM D2419, AASHTO T176)		90.00/each
W.	Sand Equivalent, ADOT Wash Method (ARIZ 242)		125.00/each
X.	Sieve Analysis, Coarse (Dry Sieve) (ASTM C136, AASHTO T27, ARIZ 201)		50.00/each
Y.	Sieve Analysis, Coarse and Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201)		70.00/each
Z.	Sieve Analysis, Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201)		70.00/each
AA.	Soundness of Aggregate by Use of Sodium (Magnesium) Sulfate (ASTM C88, AASHTO T104)		250.00/each
BB.	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127, AASHTO T85, ARIZ 210)		85.00/each
CC.	Specific Gravity and Absorption of Fine Aggregate (ASTM C128, AASHTO T84, ARIZ 211)		100.00/each
DD.	Uncompacted Void Content (ARIZ 247, & FHWA & AASHTO)		125.00/each
EE.	Unit Weight and Voids in Aggregate (ASTM C29, AASHTO T19)		75.00/each
FF.	Unit Weight, Moisture Density Relationship (Bulking Effect) (ASTM C29, AASHTO T19)		175.00/each
GG.	Methylene Blue Value of Mineral Aggregate		285.00/each
HH.	Vaughan and Soares Testing		350.00/each

Soils Testing

A.	Collapse Potential of Soils (ASTM D5333)	$	200.00/each
B.	Consolidation (ASTM D2435, AASHTO T216)		285.00/each
C.	Direct Shear (ASTM D3080)		350.00/each
D.	Direct Shear Remolded (ASTM D3080)		375.00/each
E.	Hydrometer Analysis (ASTM D422, AASHTO T88) (includes Sieve Analysis C136)		280.00/each
F.	Natural Soil Moisture Content (ASTM D2216, AASHTO T265)		19.00/each
G.	One-Dimensional Expansion (Swell) (ASTM D4546) Undisturbed		160.00/each
H.	pH and Minimum Resistivity of Soils and Aggregates (ARIZ 236)		160.00/each
I.	pH of Soils and Aggregates (AZ 236)		42.00/each
J.	Minimum Resistivity of Soils and Aggregates (AZ 236)		130.00/each
K.	Plasticity Index (Dry Prep) (ASTM D4318, AASHTO T89/90)		85.00/each
L.	Plasticity Index (Wet Prep) (ASTM D4318, AASHTO T89/90/T146)		120.00/each
M.	Proctor-Modified (ASTM D1557, AASHTO T180)		155.00/each
N.	Proctor-Standard (ASTM D698, AASHTO T99, ARIZ 225/226)		135.00/each
O.	R-Value (ASTM D2844, AASHTO T190, CAL 301)		300.00/each
P.	Sieve Analysis, Coarse (Dry Sieve) (ASTM C136, AASHTO T27, ARIZ 201)		60.00/each
Q.	Sieve Analysis, Coarse and Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201)		95.00/each
R.	Sieve Analysis, Fine, Washed (ASTM C136, AASHTO T27, ARIZ 201)		70.00/each
S.	Soil Specific Gravity (ASTM D854, AASHTO T100)		170.00/each
T.	Soil Unit Weight (Undisturbed Sample) with Moisture Content		30.00/each
U.	Sulfate and Chloride Content (ARIZ 733, ARIZ 736)		70.00/each
V.	Lime Stabilization Mix Design		Quote

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection
Wood – Phoenix 2022 Fee Schedule

Soils Testing Continued

W.	Unconfined Compressive Strength, (AASHTO T208)(Set of 3)……..	150.00/set
X.	Crumb Test Method (USBR 5400-89)	35.00/each
Y.	Density of Undisturbed: Ring Samples	30.00/each
Z.	Density of Undisturbed: With Porosity Calculation.....	32.00/each
AA.	Moisture Density Relations Test: Single Point (Any Point)	90.00/each
BB.	Permeability (Flex Wall) – Cohesive (ASTM D5084): In Situ	360.00/each
CC.	Permeability (Flex Wall) – Cohesive (ASTM D5084): Remolded	400.00/each
DD.	Permeability (Granular Soil).....	357.00/each
EE.	Pinhole Dispersion Test (ASTM D4647).....	256.00/each
FF.	Relative Density (ASTM D4253 & ASTM D4254)	500.00/each
GG.	Sample Preparations.....	70.00/hour
HH.	ASTM C33 Package	Quote
II.	Triaxial – Unconsolidated Undrained (ASTM D2850)	370.00/each
JJ.	Triaxial Consolidated Undrained (ASTM D4767)……	1700.00/each
KK.	Resilient Modulus of Subgrade……	1750.00/each
LL.	Resilient Modulus of Subbase……..	1750.00/each

Rock Core Testing

A.	Unconfined Compressive Strength, Rock Core (ASTM D2166)	$	55.00/each
B.	Point Load Index (ISFRM).....		60.00/each

CONCRETE / SOIL CEMENT

Portland Cement Concrete / Soil Cement

C.	Compressive Strength - Concrete Cores (ASTM C42, AASHTO T24).....	$	35.00/each
D.	Compressive Strength - Concrete Cylinders (ASTM C39, AASHTO T22)		20.00/each
E.	Compressive Strength - Concrete Masonry Units (ASTM C140).....		70.00/each
F.	Compressive Strength - Grout Prisms (UBC 21-17).....		20.00/each
G.	Compressive Strength - Masonry Prisms (ASTM E447, UBC 24-26) (2 High Blocks).....		150.00/each
H.	Compressive Strength - Mortar Cylinders (ASTM C109, AASHTO T106).....		20.00/each
I.	Compressive Strength - Soil Cement (ADOT)		22.00/each
J.	Flexural Strength of Concrete (ASTM C293).....		60.00/each
K.	Flexural Strength of Concrete with Mold Cleanup (ASTM C293)		75.00/each
L.	Grout or Mortar Mix Design.....		Quote
M.	Length Change (Shrinkage) of Hardened Concrete (ASTM C157) (Set of 3).....		550.00/set
N.	Portland Cement Concrete Mix Design.....		Quote
O.	Shotcrete Panel Fabrication & Coring, 3 Cores (ASTM C1140)		195.00/each
P.	Shotcrete Panel Core Testing (ASTM C42)……..		42.00/each
Q.	Soil Cement Design		Quote
R.	Time of Setting of Concrete Mixtures (ASTM C403).....		125.00/each

ASPHALTIC CONCRETE / SLURRY / MICROSURFACING

A.	Abson Recovery, Asphalt Content (ASTM D1856 & D2172, AASHTO T170 & T164).....	$	450.00/each
B.	Analysis of Cut Cores		Quote
C.	Asphalt Drain Down Test		325.00/each
D.	Bulk Specific Gravity of Bituminous Mixtures, SSD (ASTM D2726, AASHTO T166).....		35.00/each
E.	Bulk Specific Gravity Using Paraffin/Parafilm-Coated Specimens (ASTM D1188, AASHTO T275)		65.00/each
F.	Centrifuge Extraction of Bituminous Mixture (ASTM D2172, AASHTO T164)		200.00/each
G.	Centrifuge Extraction and Gradation of Bituminous Materials (ASTM D2172, AASHTO T164)		255.00/each
H.	Coating and Stripping of Bituminous Mixtures (ASTM D1664, AASHTO T182, CTM 302).....		120.00/each
I.	Effect of Water on Cohesion of Bituminous Mixtures, IMC (ASTM D1075, AASHTO T165, ARIZ 802)		550.00/each
J.	Extraction/Recovery, Absolute Viscosity, Penetration		595.00/each
K.	Gyratory Compaction (AASHTO T312) (Set of 2)		160.00/each

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection
Wood – Phoenix 2022 Fee Schedule

Asphalt Concrete Continued

L.	Hveem (Stabilometer) (Bulk Density) (Set of 3) (ASTM D1559, D1560)	150.00/each
M.	Ignition Oven Calibration (ARIZ 427)	700.00/each
N.	Ignition-Gradation (ASTM, AASHTO, ADOT)	160.00/each
O.	Loaded Wheel	250.00/each
P.	Marshall Test - Stability, Flow, Bulk Density (Set of 3) (ASTM D1559, AASHTO T245) (Field Sample)	135.00/each
Q.	Dynamic Modulus of HMA	1800.00/each
R.	Nuclear Asphalt Content Gauge Calibration	700.00/each
S.	Preparation of Slurry Seal Specimens	75.00/each
T.	Preparing Nuclear Knowns	700.00/each
U.	Reflux Extraction and Gradation of Bituminous Materials (ASTM D2172, AASHTO T164)	295.00/each
V.	Rotovapor Recovery of Asphalt, Asphalt Content (ASTM D5404 & D2172)	450.00/each
W.	Shultz Breuer Ruck (Additional points $700 each) (ISSA TB144)	800.00/each
X.	Tensile Strength Ratio, (ASTM D4867, AASHTO T283)	550.00/each
Y.	Theoretical Maximum Specific Gravity, Rice Test (ASTM D2041, AASHTO T209, ARIZ 417) (Field Sample)	135.00/each
Z.	Thickness Determination on AC Cores	15.00/each
AA.	Volatile Distillates in Bituminous Paving Mixtures (ASTM D1461, AASHTO T110)	475.00/each
BB.	Wet Track Abrasion Test, 1 hour	275.00/each
CC.	Wet Track Abrasion Test, 6 day	350.00/each
DD.	Moisture Content of Hot Mix by Oven Method (T329, ARIZ 406)	50.00/each

ASPHALT CONCRETE MIX DESIGNS / SLURRY AND MICROSURFACING JOB MIX FORMULAS

A.	Asphalt Rubber - ARAC Mix Design	Quote
B.	Asphalt Rubber – AR-ACFC Mix Design	Quote
C.	Asphaltic Concrete Mix Design - Cold Mix Recycled, Marshall Method	Quote
D.	Asphaltic Concrete Mix Design - Marshall Method, 4 Inch	Quote
E.	Hveem Design	Quote
F.	Superpave Asphalt Mix Designs	Quote
G.	Trial Mix Design	Quote
H.	Slurry Seal Job Mix Formula (MAG715, ISSA, MCDOT) (Cohesion, Consistency, split consistency, mix test, setting, water resistance, wet stripping, loaded wheel test, **does not include Aggregate testing**)	1600.00/each
I.	Micro Surfacing Job Mix Formula (MAG, ISSA, Various agencies) (Cohesion, Consistency, split consistency, mix test, setting, water resistance, wet stripping, WTAT 1 hour, , loaded wheel test, lateral displacement, specific gravity, **does not include Aggregate testing**)	1750.00/each
J.	Micro Surfacing Job Mix Formula (ADOT or other that requires SBR test) ($1750 plus $1500 SBR) (Cohesion, Consistency, split consistency, mix test, setting, water resistance, wet stripping, WTAT 1 hour/6 days, loaded wheel test, **does not include Aggregate testing**)	3250.00/each

ASPHALT BINDER

Superpave PG Binder Testing

A.	Bending Beam Rheometer (AASHTO T313)	$ 225.00/each
B.	Bending Beam Rheometer with RTFO/PAV Aging	475.00/each
C.	Bending Beam with Physical Hardening (AASHTO T313)	425.00/each
D.	Brookfield Viscosity (ASTM D4402, AASHTO T316)	95.00/each
E.	Brookfield Viscosity, Temp Sweep 3 points (ASTM D4402, AASHTO T316)	225.00/each
F.	Brookfield Viscosity, Temp Sweep 4 points (ASTM D4402, AASHTO T316)	275.00/each
G.	Direct Tension (AASHTO T314)	250.00/each
H.	Direct Tension with RTFO/PAV Aging	495.00/each
I.	Dynamic Shear Rheometer (AASHTO T315)	175.00/each
J.	Dynamic Shear Rheometer, Linearity Test	225.00/each
K.	Dynamic Shear Rheometer, Temp. Sweep	225.00/each
L.	PG Classification (AASHTO R29)	1,050.00/each
M.	PG Verification with Critical Cracking Temperature (AASHTO M320 Table2)	1,525.00/each
N.	PG Classification with Direct Tension (AASHTO R29/T314)	1,175.00/each
O.	PG Grade Blend Development	Quote
P.	PG Verification (AASHTO M320)	850.00/each
Q.	PG Verification with Direct Tension (AASHTO M320/T314)	1,050.00/each
R.	PG Verification, (Caltrans Section 92)	1,095.00/each
S.	PG Verification, (Caltrans Section 92 w/o Solubility)	975.00/each

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection
Wood – Phoenix 2022 Fee Schedule

Superpave PG Binder Testing Continued

T.	Pressure Aging Vessel (AASHTO R28)	175.00/each
U.	Rolling Thin Film Oven (ASTM D2872, AASHTO T240)	135.00/each
V.	Rolling Thin Film Oven with Mass Loss (ASTM D2872,AASHTO T240)	145.00/each
W.	Multiple Stress Creep Recovery TP-70	375.00/each
X.	Temperature Viscosity Curve, Brookfield, specific gravity, DSR	450.00/each

Asphalt Cement Testing

A.	Absolute Viscosity (140°F; 60°C) (ASTM D2171, AASHTO T202)	$ 95.00/each
B.	AR Grade Asphalt Verification (AASHTO M226)	795.00/each
C.	AR Grade Asphalt Verification, Partial Series	Quote
D.	Ash in Bituminous Materials (ASTM D2939, AASHTO T111)	175.00/each
E.	Asphalt Grade Blend Development	Quote
F.	Brookfield Viscosity, Asphalt (ASTM D2994, ASTM D4878-A or ASTM D5018)	125.00/each
G.	Brookfield Viscosity, Asphalt (ASTM D4402, AASHTO T316)	95.00/each
H.	Chemical Analysis of Asphalt, Complete Series, Modified Rostler/Sternberg	950.00/each
I.	Crack Sealant Evaluation	Quote
J.	Crack Sealant Verification	Quote
K.	Crack Sealant, Bond Test	400/each
L.	Crack Sealant, Flexibility	Quote
M.	Crack Sealant, Flow	Quote
N.	Crack Sealant, Tensile Adhesion	Quote
O.	Ductility of Bituminous Materials (ASTM D113, AASHTO T51)	125.00/each
P.	Elastic Recovery (ASTM D6084, AASHTO T301)	150.00/each
Q.	Flash and Fire Point, Cleveland Open Cup (ASTM D92, AASHTO T48)	95.00/each
R.	Flash and Fire Point, Cleveland Open Cup, co-polymer products (ASTM D92, AASHTO T48)	150.00/each
S.	Flash and Fire Point, Tag Open Cup (ASTM D3143, AASHTO T79)	95.00/each
T.	Haake Viscosity, Asphalt	85.00/each
U.	Heptane/Xylene Equivalent (AASHTO T102)	250.00/each
V.	Kinematic Viscosity (275°F; 135°C or 140°F; 60°C) (ASTM D2170, AASHTO T201)	135.00/each
W.	n-Heptane Insolubles (ASTM D3279)	250.00/each
X.	n-Pentane Insolubles	225.00/each
Y.	Penetration (@ Temperatures other than 77°F; 25°C) (ASTM D5, AASHTO T49)	95.00/each
Z.	Penetration (77°F; 25°C) (ASTM D5, AASHTO T49)	95.00/each
AA.	Penetration Grade Asphalt Verification (AASHTO M20)	595.00/each
AA.	Penetration Grade Asphalt Verification, Partial Series	Quote
BB.	Percent of Ash Content (ASTM D5040)	200.00/each
CC.	Rolling Thin Film Oven Test (ASTM D2872, AASHTO T240)	135.00/each
DD.	Rolling Thin Film Oven with Mass Loss	145.00/each
EE.	Separation of Asphalt Cement (FHWA Method, TX 540C)	175.00/each
FF.	Smoke Point (ADEQ Procedure)	$ 175.00/each
GG.	Softening Point of Asphalt, Ring and Ball (ASTM D36, AASHTO T53)	95.00/each
HH.	Solubility of Bituminous Materials (ASTM D2042, AASHTO T44)	120.00/each
II.	Solubility of Bituminous Materials, Centrifuge (ASTM D5546)	295.00/each
JJ.	Solubility of Bituminous Materials, Modified	165.00/each
KK.	Specific Gravity of Bituminous Materials (ASTM D70, AASHTO T228)	95.00/each
LL.	Specific Gravity (ASTM D1298)	185.00/each
MM.	Spot Test (AASHTO T102)	175.00/each
NN.	Thin Film Oven Aging	185.00/each
OO.	Torsional Recovery (CTM 332)	250.00/each
PP.	Toughness and Tenacity (ASTM D5801, NEV 745)	275.00/each
QQ.	Vialit test for chip retention, Single temperature (Modified EN 12272-3)	400.00/each
RR.	Vialit test for chip retention, Three temperatures (Modified EN 12272-3)	500.00/each
SS.	Viscosity Grade Asphalt Verification (AASHTO M226)	795.00/each
TT.	Viscosity Grade Asphalt Verification, Partial Series	Quote
UU.	Water in Petroleum Products (ASTM D95, AASHTO T55)	250.00/each

Asphalt Rubber Binder Tests

A.	Asphalt Compatibility Test, Crack Sealant	$ 150.00/each
B.	Asphalt Rubber Binder Design Profile (AZ Profile)	1500.00/each
C.	Asphalt Rubber Binder Design Profile (CA Profile)	1700.00/each

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection
Wood – Phoenix 2022 Fee Schedule

Asphalt Rubber Binder Tests Continued

D.	Asphalt Rubber Binder Evaluation	Quote
E.	Asphalt Rubber Binder Verification	Quote
F.	Asphalt Rubber Binder Verification, Partial Series	Quote
G.	Asphalt Rubber Blend Submittal Sample	300.00/each
H.	Bitumen Content, Carbon Disulfide (ASTM D4)	250.00/each
I.	Bitumen Content, TCE (ASTM D4 modified)	165.00/each
J.	Brookfield Viscosity, Asphalt (ASTM D2994 or ASTM D5018)	125.00/each
K.	Brookfield Viscosity, Crack Sealant, (ASTM D2196)	150.00/each
L.	Bulk Density of Crumb Rubber	150.00/each
M.	Crack Sealant Preparation (ASTM D5167 Jacketed Melter)	175.00/each
N.	Cone Penetration (ASTM D5329)	95.00/each
O.	Crumb Rubber Chemical Composition	1250.00/each
P.	Fiber Content of Crumb Rubber	60.00/each
Q.	Rotational Viscosity	95.00/each
R.	Metal Content of Crumb Rubber	60.00/each
S.	Mineral Content of Crumb Rubber	75.00/each
T.	Physical Examination and Gradation of Crumb Rubber	Quote
U.	Resilience (ASTM D5329)	95.00/each
V.	Rubber Gradations (ASTM C136)	85.00/each
W.	Specific Gravity of Crumb Rubber (ASTM D1817, CT 208)	185.00/each
X.	Thermogravimetric Analysis	Quote

EMULSIFIED/CUTBACK

Emulsified/Cutback Asphalt Tests

A.	Cement Mixing Test	$ 125.00/each
B.	Classification Test, Uncoated Particles	150.00/each
C.	Coating (SE214) T-59	65.00/each
D.	Cutback Asphalt Blend Development	Quote
E.	Cutback Asphalt Verification, without Water Content (AASHTO M 81/82)	795.00/each
F.	Demulsibility (ASTM D244, AASHTO T59)	110.00/each
G.	Direct Flame Test (ASTM D2939)	175.00/each
H.	Distillate Fraction on Cutback (ASTM D402, AASHTO T78)	275.00/each
I.	Drying Time (ASTM D2939)	250.00/each
J.	Emulsified Rejuvenating Agent, Complete Series (Modified Rostler/Sternberg) (ASTM D2006)	Quote
K.	Emulsified Rejuvenating Agent, Complete Series	Quote
L.	Emulsion Verification, RS-1, RS-2, SS-1, SS-1h (ASTM D977, AASHTO M140)	950.00/each
M.	Emulsion Verification, HFRS-2 (ASTM D977, AASHTO M140)	1075.00/each
N.	Emulsion Verification, QS-1H (ASTM D977, AASHTO M140)	695.00/each
O.	Emulsion Verification, CRS-1, CRS-2, CSS-1, CSS-1h (ASTM D2397, AASHTO M208)	975.00/each
P.	Emulsion Verification, CQS-1h (ASTM D2397, AASHTO M208)	795.00/each
Q.	Emulsion Verification, CQS-1h (MAG 713)	950.00/each
R.	Emulsion Verification, Partial Series	Quote
S.	Flexibility (ASTM D2939)	295.00/each
T.	Float Test (ASTM D139)	125.00/each
U.	Freezing T-59	150.00/each
V.	High Float Emulsion Verification (ASTM D977, AASHTO M140)	1050.00/each
W.	Identification test for Cationic Slow Set (AASHTO T59, Section 27)	275.00/each
X.	Low Temperature Distillation	250.00/each
Y.	Low Temperature Vacuum Distillation (ASTM D244, AASHTO T59)	295.00/each
Z.	Miscibility (ASTM D244, AASHTO T59)	85.00/each
AA.	Particle Charge (ASTM D244, AASHTO T59)	85.00/each
BB.	pH Determination	85.00/each
CC.	Residue and Oil Distillate by Distillation (ASTM D244, AASHTO T59)	185.00/each
DD.	Residue by Evaporation (ASTM D244, AASHTO T59, ARIZ 512, CTM 331, D2834)	95.00/each
EE.	Residue by Evaporation (ASTM D2393, CT331 to obtain residue)	150.00/each
FF.	Residue by Evaporation, Low Temperature (ASTM D7497)	250.00/each
GG.	Resistance to Freezing (ASTM D2939)	150.00/each
HH.	Resistance to Water (ASTM D2939)	250.00/each
II.	Resistance to Heat (ASTM D2939)	250.00/each
JJ.	Resistance to Kerosene (ASTM D 2939)	450.00/each

*Testing for modifications to above specification, call for quote.

Construction Materials Testing and Inspection
Wood – Phoenix 2022 Fee Schedule

Emulsified/Cutback Asphalt Tests Continued

KK.	Saybolt Furol Viscosity (ASTM D88, AASHTO T72)	135.00/each
LL.	Settlement, 5-Day (ASTM D244, AASHTO T59)	195.00/each
MM.	Sieve Test (ASTM D244, AASHTO T59)	95.00/each
NN.	Storage Stability, 1-Day (ASTM D244, AASHTO T59)	150.00/each
OO.	Uniformity, (ASTM D2939)	150.00/each
PP.	Vacuum Distillation of Modified Emulsion (ARIZ 504)	250.00/each
QQ.	Volatile Content of Coatings (ASTM D2369)	250.00/each
RR.	Weight Per Gallon (ASTM D244, ASTM D2939, AASHTO T59)	150.00/each
SS.	Weight Per Gallon, Density of Liquid Coatings (ASTM D1475)	225.00/each
TT.	Wet Film Continuity (ASTM D2939)	95.00/each
UU.	Wet Flow (ASTM D2939)	125.00/each

Asphalt Binder Grade Verification

A.	AR Graded Asphalt (ASTM D3381, AASHTO M226)	$ 795.00/each
B.	PBA Asphalt	Quote
C.	Penetration Graded Asphalt (ASTM D946, AASHTO M20)	595.00/each
D.	PG Classification (AASHTO R29)	1050.00/each
E.	PG Classification with Direct Tension (AASHTO R29/T316)	1,175.00/each
F.	PG Verification (AASHTO M320)	850.00/each
G.	PG Verification with Direct Tension (AASHTO M320/T316)	1050.00/each
H.	Viscosity Graded Asphalt (ASTM D3381, AASHTO M226)	795.00/each
I.	Identification of Rapid Setting Cationic Emulsion T-59	195.00/each
J.	Identification of Cationic Slow Setting Emulsion T-59	135.00/each
K.	Emulsified Asphalt/Job Aggregate Coating Test T-59	125.00/each
L.	Water Content T-59	375.00/each

*Testing for modifications to above specification, call for quote.

GRANT PROVISIONS

Grant Agency: Federal Highway Administration (FHWA) through MetroPlan

Project Name: Planning and Engineering Services – Downtown Mile Project

1. BUY AMERICA REQUIREMENTS § 635.410

A. The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

B. No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

1. The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

2. The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

3. The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

4. When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

C. 1. A State may request a waiver of the provisions of this section if;

i. The application of those provisions would be inconsistent with the public interest; or

ii. Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

2. A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

3. Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

4. The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

5. A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

6. A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

7. In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

D. Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

2. SANCTIONS AND PENALTIES FOR BREACH OF CONTRACT

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.

3. ADVERTISING FOR BIDS AND PROPOSALS

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to

submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

4. ENERGY EFFICIENCY

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 (42 U.S.C. 6201).

5. PROCUREMENT OF RECOVERED MATERIALS

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 CFR part 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 by 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.

6. EMPLOYMENT OF PERSONNEL OF PUBLIC AGENCIES

The Contractor shall not employ any person or persons in the employ of the United States Department of Transportation, Federal Highway Administration, or of the State of Arizona or any of its boards, agencies, or commissions, for any work required by the terms of this Contract, without prior written permission of the United States Department of Transportation, Federal Highway Administration, Federal Railroad Administration or of the State.

7. RETENTION OF RECORDS

The contractor and any sub-consultant/subcontractor/contractor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, costs proposals with backup data, and all other material relating to the contract and related project(s), and shall make all such material available at any reasonable time during the term of work on the contract and related project(s) and for five (5) years from the date of final payment to the contractor for auditing, inspection, and copying upon the State's request, or at the request of the Federal Highway Administration or any other authorized representative of the Federal Government.

The contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.

8. DISADVANTAGED BUSINESS ENTERPRISE

1.0 POLICY

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

It is the policy of the Department to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

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

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

2.0 Assurances of Non-Discrimination:

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

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or

5. Cancellation, termination, or suspension of the Contract, in whole or in part.

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

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All proposers should contact the Department’s Business Engagement and

Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

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

4.01 Mentor-Protégé Program

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

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

5.0 Applicability:

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

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

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

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

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

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

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

6.02 SBC Registration:

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

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ

UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

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

7.0 DBE Financial Institutions:

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

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

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

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

10.0 Contractor and Subcontractor Requirements:

10.01 General:

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

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

10.02 DBE Liaison:

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

11.0 DBE Goal:

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

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

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

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

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

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

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

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors of all tiers, working on the project. Reporting shall be in accordance with below.

SUBCONTRACTS

a. Sub-Contract Terms:

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

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

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

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

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

   The requirements of this subsection apply to all Reportable Contracts.

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

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

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

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

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

   For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable

Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

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

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

(a) Sanctions for Inadequate Reporting:

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

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:
   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:
   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.
     (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.

(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.

(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:
  (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
  (ii) Terminate the contract for default in accordance with this Contract, and/or
  (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
  (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

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

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

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

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

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

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

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

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

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

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

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

14.02 Effect of Loss of DBE Eligibility:

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

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

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

14.03 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE

contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

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

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

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

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

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

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

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

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

15.0 Required Provisions for DBE Subcontracts:

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

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

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

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

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

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

16.0 Certification of Final DBE Payments:

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

ADOT will use this certification and other information available to determine applicable DBE credit allowed to date by the Prime Contractor and the extent to which the DBE firms were fully paid for that

work. By the act of filing the forms, the contractor acknowledges that the information is supplied in order to justify the payment of state and federal funds to the contractor.

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

17.0 False, Fraudulent, or Dishonest Conduct:

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

9. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-

job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration

(FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

10. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be

liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

12. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

a. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

b. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

   g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission

of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant

who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

14. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   a. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

(PROJECT SPECIFIC - CONTRACTS)
LPA/SUBRECIPIENT FEDERAL AID CONTRACT WITH OR WITHOUT DBE GOAL

1. Assurances of Non-Discrimination: (LPA PS EPRISE 2.0)

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

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages;
(4) Disqualifying the consultant from future proposals as non-responsible.

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

2. Time is of the Essence: (LPA PS EPRISE 8.0)

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

3. Computation of Time: (LPA PS EPRISE 9.0)

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

4. Crediting DBE Participation Toward Meeting Goals: (LPA PS EPRISE 17.0)

General Requirements:

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

Credit towards the consultant's DBE goal is given only after the DBE has been paid for the work performed.

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

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

If a DBE cannot complete its work due to failure to obtain or maintain its licensing, the consultant bears the responsibility to notify the LPA/Subrecipient, immediately after the consultant becomes aware of the situation, and

request approval to replace the DBE with another DBE. The consultant shall follow the DBE termination/substitution requirements described in Subsection 22.0 of these DBE provisions.

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

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

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

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

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

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

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

DBE Prime Consultant:

When a certified DBE firm proposes on a contract that contains a DBE goal, the DBE firm is responsible for meeting the DBE goal on the contract or making good faith efforts to meet the goal, just like any other proposer. In most cases, a DBE proposer on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE proposer or any other DBE subconsultants and DBE suppliers will count toward the DBE goal. The DBE proposer shall list itself along with any DBE subconsultants and suppliers, on the DBE Intended Participation Affidavit Individual and Summary in order to receive credit toward the DBE goal.

Effect of Loss of DBE Eligibility:

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

When the consultant makes a commitment to use an ineligible DBE firm or the LPA/Subrecipient, made a commitment to use an ineligible DBE prime consultant, but a subcontract or contract has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward the contract goal. The consultant must meet the contract goal with an eligible DBE firm or demonstrate good faith effort. When a subcontract is executed with the DBE firm before the Department notified the firm of its ineligibility, the

consultant may continue to use the firm on the contract and may continue to receive credit toward the DBE goal for the firm's work.

Notifying the Consultant of DBE Certification Status:

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

Police Officers:

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

Commercially Useful Function:

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

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

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

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

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

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

Decisions on CUF may be appealed to the ADOT BECO. The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the ADOT BECO. The appeal must be received by ADOT BECO no later than seven calendar days after the LPA/Subrecipient's decision. LPA/Subrecipient's decision remains in place unless and until the ADOT BECO reverses or modifies LPA/Subrecipient's decision. ADOT BECO will promptly

consider any appeals under this subsection and notify the consultant of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

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

5. Effect of Contract Changes: (LPA PS EPRISE 18.0)

The consultant acknowledges that uncertainties can occur during the performance of the work and if for any reason it becomes apparent that the DBE goal will not be met then the consultant shall: (1) immediately notify the LPA/Subrecipient of the potential or actual decrease in DBE compensation, and (2) make good faith efforts to obtain DBE participation to meet or exceed the project DBE goal. Good faith efforts required under the provisions of this section may vary, depending on the time available, the nature of the change, and other factors as determined by LPA/Subrecipient.

LPA/Subrecipient will approve or deny the consultant's good faith efforts with BECO concurrence.

The consultant is not required to take work committed to another subconsultant and assign it to a DBE subconsultant in order to meet the committed DBE percentage.

If the resulting change increases the scope or quantity of work being done by a DBE subconsultant, the DBE shall be given the opportunity to complete the additional work and receive additional compensation beyond their original subcontract amount.

6. DBE Participation Above the Goal (Race-Neutral Participation): (LPA PS EPRISE 19.0)

Additional DBE participation above the DBE participation required to meet the contract DBE goal is an important aspect of the Department's DBE program. The consultant is strongly encouraged to use additional DBEs above the DBE goal requirement in the contract to assist the Department in meeting its overall DBE goal and help the Department to meet the maximum feasible portion of its DBE goals through race neutral participation as outlined in 49 CFR Part 26.

There are fewer administrative requirements on the part of the consultant when using race neutral DBEs (DBEs not listed on the DBE Intended Participation Affidavit Summary). For example, if a DBE is not listed on the DBE Intended Participation Affidavit Summary, the DBE does not have to submit an Affidavit, and the subcontract approval process follows the same process of any other subcontract. The consultant does not have to replace the DBE with another DBE subconsultant if the DBE fails to perform. Therefore these DBEs are treated as any other subconsultant on the project.

7. Required Provisions for DBE Subcontracts: (LPA PS EPRISE 20.0)

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

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

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

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

The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

8. Contract Performance: (LPA PS EPRISE 21.0)

Contract items of work designated by the consultant to be awarded to DBEs shall be performed by the designated DBE or a LPA/Subrecipient, with BECO concurrence, approved DBE substitute. The Consultant or a non-DBE Subconsultant shall not perform DBE contract work items without prior approval by LPA/Subrecipient, with BECO concurrence.. The DBE must perform a commercially useful function; that is, the DBE must manage, perform, and supervise a distinct element of work.

The consultant is required to use DBEs identified in the SOQ to meet the contract goal, so the prime consultant is responsible for ensuring that the DBEs are available to meet scheduling, work and other requirements on the contract.

The LPA/Subrecipient will visit the consultant's office to conduct reviews to ensure compliance with CUF and other DBE requirements. The reviews may include, among other activities, interview of DBEs and their employees and the consultant and its employees. The consultant shall cooperate in the review and make its employees available. The consultant shall inform the LPA/Subrecipient in advance when each DBE will be working on the project to help facilitate reviews.

The LPA/Subrecipient reserves the right to request and inspect all records of the consultant and all records of the DBE~~s~~ and non-DBE subconsultants concerning this contract. The consultant must make available a copy of all documents related to all contracts the LPA/Subrecipient upon request.

Use of every DBE listed on the DBE Intended Participation Affidavit Summary is a condition of this contract. The consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed on the DBE Intended Participation Affidavit Summary unless the consultant obtains written consent from the LPA/Subrecipient with BECO concurrence. The consultant shall not be entitled to any payment for work or material that is not performed or supplied by the listed DBE unless the consultant obtains written consent from the LPA/Subrecipient with BECO concurrence.

9. DBE Termination/Substitution: (LPA PS EPRISE 22.0)

General Requirements:

The consultant shall make all reasonable efforts to avoid terminating or substituting a DBE listed on the DBE Intended Participation Affidavit Summary. At a minimum, the consultant shall negotiate in good faith, give timely notices and/or extend deadlines to the extent that it will not jeopardize the contract with the LPA/Subrecipient. Reasonable methods to resolve performance disputes must be applied and documentation provided to the Department and the LPA/Subrecipient before attempting to substitute or terminate a DBE.

Consultant Notice of Termination/Substitution:

All terminations, substitutions, and reductions in scope of work to be performed by DBEs listed on the DBE Intended Participation Affidavit Summary must be approved in writing by the LPA/Subrecipient, with BECO

concurrence and by means of the executed contract modification. The consultant shall contact the LPA/Subrecipient within 24 hours from the first sign of any reason for potential DBE termination/substitution.

The consultant shall not terminate a DBE subconsultant listed on the DBE Intended Participation Affidavit Summary or complete the work contracted to the DBE with its own forces or with a non-DBE firm without the LPA/Subrecipient written consent and BECO concurrence. Before submitting a formal request to the LPA/Subrecipient for DBE termination/substitution, the consultant shall give written notice to the DBE subconsultant with a copy to the LPA/Subrecipient of its intent to terminate or substitute the DBE identifying the reason for the action. The DBE shall be allowed a minimum of five calendar days to respond to the consultant's notice advising the consultant, the LPA/Subrecipient of its position. Before making a determination for approval regarding the consultant's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the consultant's request and the DBE firm's response.

Consultant Request of Termination/Substitution:

The consultant shall formally request the termination or substitution of a DBE listed on the DBE Intended Participation Affidavit Summary by submitting the DBE Termination/Substitution Request Form and supporting documentation to the LPA/Subrecipient; form is available from the LPA/Subrecipient. The submission shall include the following information:

1) The date the consultant determined the DBE to be unwilling, unable or ineligible to perform.
2) A brief statement of facts describing the situation and citing specific actions or inaction by the DBE firm giving rise to consultant's assertion that the DBE firm is unwilling, unable, or ineligible to perform.
3) A brief statement of the good faith efforts undertaken by the consultant to enable the DBE firm to perform.
4) The total dollar amount currently paid for work performed by the DBE firm.
5) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the consultant and the DBE firm have no dispute.
6) The remaining work that has not been completed by the DBE and the corresponding dollar amount
7) The projected date that the consultant requires a substitution or replacement DBE to commence work, if consent is granted to the request.

Written consent for terminating the performance of any DBE listed on the DBE Intended Participation Affidavit Summary will be granted only where the consultant can demonstrate good cause showing that the DBE is unable, unwilling, or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or substitution of a DBE listed on the DBE Intended Participation Summary will not be allowed based solely on a consultant's ability to negotiate a more advantageous contract with another subconsultant. Prior to making a determination for approval regarding the consultant's termination and substitution request, the LPA/Subrecipient, with BECO concurrence, will consider both the consultant's request and the DBE firm's response.

Good Cause:

The LPA/Subrecipient, with BECO concurrence, will make the determination of good cause by providing written consent to the consultant after evaluating the consultant's good cause to terminate or substitute a DBE firm. Good cause for this purpose includes the following in relation to the listed DBE subconsultant:

1. Fails or refuses to execute a written contract.
2. Fails or refuses to perform the work of its subcontract in a way consistent with normal industry practice standards. However, good cause does not exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of the prime consultant.

3. Fails or refuses to meet the prime consultant's reasonable, nondiscriminatory insurance/bond requirements.
4. Becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. Is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.
6. Is not a responsible consultant.
7. Voluntarily withdraws from the project and provides written notice of its withdrawal to the LPA/Subrecipient.
8. Is ineligible to receive DBE credit for the type of work required
9. A DBE owner dies or becomes disabled with the result that the firm is unable to complete its work on the contract.
10. Other documented good cause that the LPA/Subrecipient determines compels the termination or substitution of the DBE subconsultant.

If good cause is determined, the LPA/Subrecipient and will notify the Consultant of the decision and necessary modifications to the contract can be made.

DBE Replacement Good Faith Effort:

If the LPA/Subrecipient, with BECO concurrence, approves the termination of a DBE, the consultant shall make good faith efforts to find another DBE subconsultant to substitute for the original DBE. The good faith efforts as identified in DBE Subsection 17.0 shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented and provided, upon request, to the LPA/Subrecipient within seven calendar days from the date of the request.

A prime consultant's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the consultant has the ability and/or desire to perform the contract work with its own forces does not relieve the consultant of the obligation to make good faith efforts to find the replacement DBE, and it is not a sound basis for rejecting a perspective replacement DBE's reasonable quote.

The termination of a DBE firm shall not relieve the consultant of its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm's subcontract will not be counted toward the DBE goal. If the LPA/Subrecipient has eliminated items of work subcontracted to a committed DBE, the prime consultant shall still make good faith efforts to replace the DBE with another DBE to the extent necessary to meet the goal. The LPA/Subrecipient will review the quality, thoroughness, and intensity of those efforts.

When a DBE substitution has been approved by the LPA/Subrecipient and concurred by BECO, the consultant shall submit an amended DBE Intended Participation Affidavit Individual and Intended Participation Affidavit Summary to the LPA/Subrecipient for approval with the substitute DBE's name, description of work, NAICS code, AZ UTRACS registration number, and dollar value of work. Approval from LPA/Subrecipient with BECO concurrence must be obtained prior to the execution of a contract modification and before substituted DBE can begin work.

Sanctions:

Failure by the consultant to carry out the requirements of these DBE Termination/Substitution specifications is a material breach of contract and will result in such remedies as LPA/Subrecipient deems appropriate, with ADOT concurrence, which will include, but are not limited to the assessment of liquidated damages. The LPA/Subrecipient will deduct from monies due or becoming due the consultant, the dollar amount of the wrongfully substituted/replaced DBE subcontract plus 25% of the amount remaining to be paid to the DBE as liquidated damages. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

10. Certification of Final DBE Payments: (LPA PS EPRISE 25.0)

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

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

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

11. Sanctions for Not Meeting Contract DBE Goal: (LPA PS EPRISE 24.0)

If the LPA/Subrecipient determines, with BECO concurrence, that the consultant has not met the DBE goal at the end of the contract, the LPA/Subrecipient will, at its discretion, may assess liquidated damages up to two times the amount of the unattained portion of the original DBE goal, based on the circumstances of the noncompliance. Not meeting the DBE goal will also be reflected in the consultant evaluation.

The LPA/Subrecipient, with BECO concurrence, will determine whether liquidated damages will be assessed and the amount of the liquidate damages, the LPA/Subrecipient will consider whether there have been other violations on this or other contracts, whether the failure was due to circumstances beyond the control of the consultant, whether the consultant has made good faith efforts to meet the goal, and other appropriate circumstances.

In addition to any other sanctions, willful failure of the consultant, DBE or other subconsultant to comply with this contract or with the Federal DBE regulations may result in disqualification from further contracting, subcontracting, or other participation in the Department's and LPA/Subrecipient projects.

12. False, Fraudulent, or Dishonest Conduct: (LPA PS EPRISE 27.0)

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

PROFESSIONAL SERVICES
DBE PROVISIONS

(PROJECT SPECIFIC - CONTRACTS)
FOR USE ON LPA/SUBRECIPIENT FEDERAL AID PROJECTS WITHOUT DBE GOALS
* NOTE: REFER TO EDITING INSTRUCTIONS IN SECTIONS 13.0 *

(LPA PS EPRISE, 8/26/2016)

DISADVANTAGED BUSINESS ENTERPRISES:

1.0 Policy:

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

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

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

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

Local Public Agencies (LPA) and or Subrecipients of Federal financial assistance will administer and manage the contracts from advertising, consultant selection, negotiation, contract execution, processing payment reports and contract modifications, audits, DBE compliance (e.g., reporting and monitoring) through contract closeout.

2.0 Assurances of Non-Discrimination:

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

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

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

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(I) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

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

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

4.01 Mentor-Protège Program

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

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

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the consultant uses

a percentage of DBEs, as defined herein, to meet the contract-specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

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

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

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

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

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

The Department’s certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for DBE certification as outlined in

49 CFR Part 26. The consultant bears all risks of ensuring that DBE firms selected by the consultant are able to perform the work.

6.02 SBC Registration:

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

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

SBCs can register online at the AZ UTRACS website.

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

7.0 DBE Financial Institutions:

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

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

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

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

10.0 Consultant and Subconsultant Requirements:

10.01 General:

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

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

10.02 DBE Liaison:

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

11.0 DBE Goal:

The Department has not established contract goals for DBE participation in this contract. Consultants are still encouraged to employ reasonable means to obtain DBE participation. Consultants must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

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

Proposers may obtain additional information at the AZ UTRACS website or by contacting the LPA/Subrecipient.

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

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

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

13.0 Payment Reporting:

The consultant shall report on a monthly basis indicating the amounts paid to all subconsultants, of all tiers, working on the project. Reporting shall be in accordance with Prompt Pay and Payment Reporting requirements section ____ of the contract specifications.

14.0 Crediting DBE Participation:

14.01 General Requirements:

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

Credit towards the consultant's DBE participation is given only after the DBE has been paid for the work performed.

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

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

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

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

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

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

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

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

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

14.02 Effect of Loss of DBE Eligibility:

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

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

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

14.03 Notifying the Consultant of DBE Certification Status:

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

14.04 Police Officers:

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

14.05 Commercially Useful Function:

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

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

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

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

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

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

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

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

15.0 Required Provisions for DBE Subcontracts:

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

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

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

The consultant shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.
The Consultant shall provide electronic copies of signed subcontract agreements for all DBE Subconsultants listed on the DBE Intended Participation Affidavit Summary by uploading them within 15 calendar days of an approved contract to the LPA DBE System.

16.0 Certification of Final DBE Payments:

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

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

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

17.0 False, Fraudulent, or Dishonest Conduct:

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

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

** FOR USE ON LPA FEDERAL AID PROJECTS **

(09/20/2016)

MEASUREMENTS AND PAYMENT:

Partial Payments:

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

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

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

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

Subcontractor Payments:

(1) Retention:

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

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

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

(3) Partial Payment:

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

(4) Final Payment:

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

(5) Payment Reporting:

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

The requirements of this subsection apply to all Reportable Contracts.

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

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

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

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

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

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

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

(a) Sanctions for Inadequate Reporting:

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

(6) Completion of Work:

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

(7) Disputes*:*

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

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

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

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

(8) Non-compliance:

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

(a) Liquidated Damages**:** These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(i) The LPA/Subrecipient Procurement Office will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the LPASubrecipient Procurement Office's payment to the contractor, the amount withheld by the LPA/Subrecipient Procurement Office will be released.
(iii) If full payment is made after 30 days of the LPA/Subrecipient Procurement Office's payment to the contractor, the LPA/Subrecipient Procurement Office will release 75 percent of the funds withheld. The LPA/Subrecipient Procurement Office will retain 25 percent of the monies withheld as liquidated damages.

(b) Additional Remedies. If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one

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

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

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

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (*i.e.* , obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful

bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

BUY AMERICA CERTIFICATION - FHWA

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on FHWA funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement applies to lower tier subcontractors.

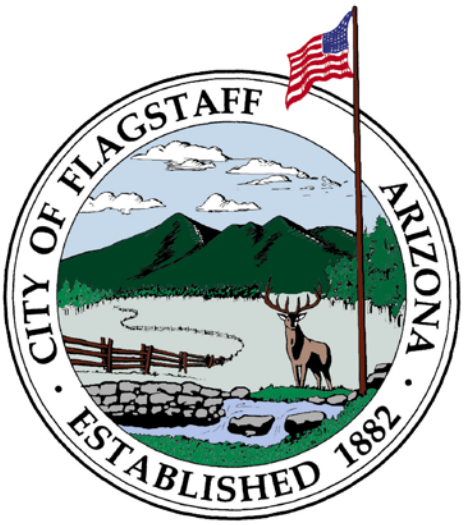
Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 23 U.S.C 313 - The bidder or offeror hereby certifies that it will meet the requirements of 23 USC 313 and the applicable regulations in 23 CFR 635.410

Signature _____ Date _____

Company Name_____

Title _____



GRANT PROVISIONS

Project Name: Planning and Engineering Services for the Downtown Mile Project

Funding Agency: U.S. Environmental Protection Agency (EPA) through Water Infrastructure Finance Authority of Arizona (WIFA)

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

CONTRACT PACKET for Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- Use of American Iron and Steel (AIS) applies to this project.: NOT APPLICABLE FOR DESIGN
    - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project. NOT APPLICABLE FOR DESIGN
    - Payment of the wages, fringe benefits and overtime rates is required.
    - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
    - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
    - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.
- Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over $10,000.

3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.

4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).

5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over $25,000 via this Internet address: https://www.sam.gov/SAM/.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants_funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Use of American Iron and Steel - De Minimis Waiver

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the county of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The "subrecipient" referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

"WIFA" is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements
(Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Governmental Entities:
The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at https://www.dol.gov/agencies/whd/government-contracts/construction.

1. Applicability of the Davis-Bacon prevailing wage requirements.
Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor https://beta.sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, https://beta.sam.gov/.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), the State recipient, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate

wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

Clean Water Revolving Fund
Drinking Water Revolving Fund

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRF and DWRF project related contracts and subcontracts over $10,000:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

   Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

   The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

** A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*** More information about DBE requirements can be found at https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises*

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Prohibition on Certain Telecommunication and Video Surveillance Equipment

Public Law 115-232, enacted August 13, 2020

WIFA borrowers must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list (*https://sam.gov/SAM/*).

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- **Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other security purposes, **video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

There is no exhaustive list of components and services that fall under the prohibition. Borrowers and contractors should be particularly mindful of project components with internet or cellular connections. For example, automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures. Items included in the prohibition are not eligible costs, and WIFA cannot reimburse borrowers for these costs.

ATTACHMENTS NOT APPLICABLE FOR DESIGN

Davis-Bacon Forms
WH-1321 - Davis-Bacon poster
WH-347 - Payroll and certification form
SF1444 - Wage Determination Request form
Employee Interview form

American Iron and Steel
Sample Step Certification Letter (Processed/ Manufactured) Sample Step Certification Letter (Shipped/ Provided)

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mac McNamara, Capital Improvements Project Manager

Co-Submitter: Jeff Bauman

Co-Submitter: Jeff Bauman

Date: 10/10/2022

Meeting Date: 10/18/2022

TITLE:

Consideration and Approval of Contract: Approve the Construction Contract with Morning Dew Landscaping, Inc. in the amount of $255,630.00 for the Route 66 Monument Signs Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with Morning Dew Landscaping, Inc. in the amount of $255,630.00 with a contract duration of 90 calendar days;
2. Approve a contract allowance of $19,172.25, which is 7.5% of the lowest responsive bid;
3. Approve Change Order Authority to the City Manager in the amount of $25,563.00 which is 10% of the lowest responsive bid; and
4. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Award of the Construction Contract to Morning Dew Landscaping, Inc. will authorize the construction of the Route 66 Monument Signs in accordance with the approved improvement plans prepared by The WLB Group.

The City of Flagstaff Beautification, Arts & Sciences Program seeks to install three (3) new monument signs along East Route 66 at locations 8, 9, and 10 as shown on the Route 66 Signage Master Plan prepared by the City, as well as the attached Vicinity Map. These installations are part of the overall Route 66 Historic Trail place-making project supported by City Council as a discussion item in 2019 and included in a written update on the Route 66 Historic Trail to City Council in 2020.

The proposed monument signs will match the monument sign previously designed by WLB and installed along W. Route 66 at McAllister Ranch, except for omission of the “McAllister Ranch” placard inset into the monument pillar. The monument signs will be 16’ tall malpais (basalt) stone pillars tapering up from a 6’x6’ square base. Each monument sign will have a horizontal timber pole near the top from which the hanging panel sign will read “Route 66”, see attached Conceptual Rendering. The precedent for each of these monument signs is a sign located along historic Route 66 between Williams and Flagstaff at a turnoff to the Grand Canyon.

Financial Impact:

The Route 66 Monument Signs Project.is funded by:

- Route 66 Interpretive Trail under BBB Beautification Fund from the FY 2022-2023 authorized budget of $243,855 (Acct #051-07-212-3391-5).
- The remaining balance of the Route 66 Monument Signs Project.will be funded from 051-07-212-3419-5 within the BBB - Beautification Fund.

Policy Impact:

No Impact.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Robust Resilient Economy

- Embrace & invest in responsible tourism opportunities to promote economic development

Carbon Neutrality Plan

Not applicable

Regional Plan

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment.

- Policy CC.1.4. Identify, protect, and enhance gateways, gateway corridors, and gateway communities.

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

- Policy CC.3.3. Emulate the most celebrated design traditions of Flagstaff, particularly the pre-Route 66 and early Route 66 eras.

Goal CC.5. Support and promote art, science, and education resources for all to experience.

- Policy CC.5.1. Promote first class arts, research, and educational facilities.

Has There Been Previous Council Decision on This:

The City Council has previously approved the FY2023 Capital Improvement 5-Year Plan and authorized the FY2023 budget for this Route 66 Monument Signs Project. City Council has also seen and expressed support for the overall plan for projects honoring the history and Flagstaff's part in the Route 66 story.

Options and Alternatives:

1. Approve the Construction Contract to Mountain Dew Landscaping, Inc. as recommended. Approval will allow the Route 66 Monument Signs Project to move forward.
2. Reject all bids. This action would delay the Route 66 Monument Signs Project.
    a. If rejection occurs, possible options include;
        i. Re-advertise the Route 66 Monument Signs Project and open new bids or
        ii. Suspend or cancel the Route 66 Monument Signs Project.

Background/History:

On July 28, 2022, the Purchasing Section posted an Invitation for Bids (IFB) solicitation for the Construction Contract on the PlanetBids' website and advertised the IFB in the Arizona Daily Sun on August 7 and 14, 2022. There was only one (1) bid received and opened electronically on September 2, 2022. Morning Dew Landscaping, Inc. was the only bidder and was determined to be the lowest responsive and responsible bidder.

These three (3) Route 66 Monument Signs Projects will continue the efforts to strengthen the history and connection to Route 66 within the City through the Route 66 Historic Trail mentioned in page 1. There were twelve (12) monument sign initially contemplated with examples including the Walk This Talk and the monument at McAllister Ranch. The Route 66 Monument Signs will provide that connectivity along the course of Route 66 as the road enters the City from the east, as it passes the Flagstaff Mall, and as it joins with Highway 89A and moves through the center of town. The previously completed monument sign already sits where Route 66 enters Flagstaff from the west.

Attachments:

Contract with Morning Dew
Exhibit A - Special Provisions RT 66 Monument Signs
Exhibit B - Revision to MAG
Exhibit C - Bid Schedule
Vicinity Map
Conceptual Rendering
Context Map

CONSTRUCTION CONTRACT #2023-15

City of Flagstaff, Arizona
and
Morning Dew Landscaping, Inc.

This Construction Contract ("Contract") is made and entered into this _____ day of _____ 2022, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Morning Dew Landscaping, Inc., an Arizona Corporation ("Contractor") with offices at Morning Dew Landscaping 2684 E. Huntington Dr. 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 **Route 66 Monument Signs** (the "Project"). The Project scope is specific to the attached Special Provisions (Exhibit A). 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 at a location identified by the City. 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 B); 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	Special Provisions	Exhibit A
2.1.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B
2.1.3	Bid Schedule	Exhibit C

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 **two hundred fifty-five thousand six hundred thirty dollars and zero cents ($255,630.00**), which is the sum of the Contractor's bid amount of $255,630.00 (Exhibit C), and a Contract Allowance of $19,172.25, 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 **ninety days (90) calendar days** from the date of the Owner's Notice to Proceed, **anticipated to be October, 2022**, 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 B, 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 Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project. Owner 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 Owner. If the needed repairs and/or maintenance are not addressed within the timeframe, the Owner will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The Owner 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 Owner 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:**
Emily Markel	Chris Lloyd
Procurement Agent	Morning Dew Landscaping
211 West Aspen Avenue	2684 E. Huntington Dr.
Flagstaff, AZ 86001	Flagstaff, AZ 86004
Brian.Eilerts@flagstaffaz.gov	chris@morningdewlandscaping.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 (Exhibit B, Section 103.6) 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 Owner 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. Attorneys' 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.

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not

reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

32. **No Boycott of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if Contractor has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), Contractor shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

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	**Morning Dew Landscaping, Inc.**
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: Rt 66 Monument Signs
PROJECT NUMBER: BB339103-22002 **BID NUMBER:** 2023-15

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: Rt 66 Monument Signs
PROJECT NUMBER: BB3391/03-22002 **BID NUMBER:** 2023-15

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

SPECIAL PROVISIONS

City of Flagstaff
Route 66 Monument Signs

Prepared By:

The WLB Group, Inc.

500 N. Beaver Street
Flagstaff, Arizona 86001
Phone 928-779-1500
Fax 928-779-1501
e-mail: bjoerger@wlbgroup.com

April 8, 2022

WLB Project Number: 321015A001

City of Flagstaff Project Number: PZ-21-00256

INDEX TO THE SPECIAL PROVISIONS:

PART 100	GENERAL CONDITIONS
PART 400	RIGHT OF WAY AND TRAFFIC CONTROL
PART 500	STRUCTURES
PART 800	ROADSIDE DEVELOPMENT (ADOT)
APPENDIX A	Free Standing Route 66 Historical Marker Details
APPENDIX B	Report on Geotechnical Investigation for Kaspar Dr. and Rt. 66 Intersection Improvements, Project Number 200457SF, 11/4/2020
APPENDIX C	Report on Geotechnical Investigation for Route 66 Monument Signs, Project Number 212185SF, 11/17/2021

MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2021 EDITION, CITY OF FLAGSTAFF REVISIONS OF MAG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND CITY OF FLAGSTAFF ENGINEERING STANDARDS ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 100 - GENERAL CONDITIONS

SECTION 104: SCOPE OF WORK

104.1 WORK TO BE DONE:

104.1.1 GENERAL:
(Revise to include the following)

The City of Flagstaff Beautification, Arts & Science Department is planning to install three (3) new monument signs along East Route 66 at locations 8, 9, and 10 as shown on the Route 66 Signage Master Plan prepared by the City. The proposed monument signs will match the monument sign previously installed along West Route 66 at McAllister Ranch, except for omission of the "McAllister Ranch" placard inset into the monument pillar. The monument signs are 16' tall malpais (basalt) stone columns tapering up from a 6'x6' square base. Each sign has a horizontal timber pole near the top from which the hanging panel sign will read "Route 66". All 3 signs will be located within public Right-of-Way and not on private property parcels. The specific locations can be summarized as:

- Location 8 – Near the intersection of Highway 89 and Route 66.
- Location 9 – Next to the Flagstaff Mall's southwest driveway connecting to Route 66.
- Location 10 – Along the north side of E. Route 66 approximately 1 miles west of the Route 66 connection to the I-40, and 3 miles east of Location 9.

The scope of work includes all material installation costs associated with construction of the items listed above.

104.1.2 MAINTENANCE OF TRAFFIC:
(Revise to include the following)

The contractor shall furnish to the City a traffic control plans for the project, one for each location that includes provisions for access to all adjacent private properties within the project area. The contractor may temporarily limit vehicular and pedestrian traffic to properties through advance written notice and coordination with the City's Project Representative and the property owners.

The Contractor is responsible for securing the construction site and maintaining safe passage for pedestrian and bicycle traffic.

Special Access Requirements:

The Contractor shall maintain access to all side streets, access roads, and driveways at all times during their hours of operations. Access to all residential driveways shall be provided during all non-working hours. Where 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 or driveways, the closure must be for as short a time as possible and be restored at the end of the work shift.

Sanitation Pickup:

Trash pickup in and around the project area is scheduled every Wednesday and Friday. Recycle pickup in and around the project area is scheduled every Friday. When construction activity interferes with 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 213-2110.

Emergency Access:

Traffic control 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.

U.S. Postal Service Access:

The contractor shall be responsible for maintaining access for Postal Service within the project area.

104.2.2 ALTERATION OF WORK:
(Revise to include the following)

The contractor shall layout the Freestanding Historical Marker locations for review and approval with respect to adjacent utility blue staking. Locations of the historical markers may be modified by the Engineer or City Project Manager upon field review.

SECTION 105: CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS:

(Revise to include the following)

The Contractor shall be required to maintain an as-built "red-line" set of construction plans that fully describes work that deviated from the approved contract documents. The redline plan set will be reviewed at each weekly meeting with the City's PM and the engineer to assure that all deviations from the plans are being noted. The redline plan set needs to be legible and contain accurate information that will be used by the Contractor to prepare Record Drawings at the conclusion of the project. The redlines and Record Drawings will include at least the following information, and what is defined in the City of Flagstaff's most current As-Built Plans/Record Drawings Checklist:

- Horizontal and vertical locations of the monument signs
- Any changes to existing infostructure
- Locations and elevations of the relocated or new utilities and appurtenances

The As-Built survey for the sealed Record Drawings shall include verifying all channel and structure locations and elevations in sufficient detail to verify conformance with the design drawings. The contractor shall submit the final As-Built/Record Drawing planset to the City's Project Manager at the conclusion of the project per the City of Flagstaff's most current As-Built Plans/Record Drawings Checklist and the City of Flagstaff Amendments to MAG Standard Specifications.

SECTION 107: LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.2 PERMITS:

(Revise to include the following)

The contractor is responsible for acquiring a Right of Way Permit, one for each location, a Temporary Use Permit (for construction yard), if necessary, but the City will cover all costs and will help with the permit paperwork.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

(Revise to include the following)

Survey monuments and property corners shall be protected and not disturbed. All costs associated with protecting or re-establishing disturbed survey monuments and property corners shall be borne solely by the Contractor.

The Contractor will have to propose a yard location.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE:

(Revise to include the following)

The Contractor shall protect existing water, sewer, gas, electric, fiber optic, telephone and cable service lines where the proposed work crosses individual service lines. Not all services 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 not in conflict with the work is considered incidental to the other work. 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 will make a determination as to how the conflict will be resolved. On City ROW projects, all City water and sewer issues are to go through the assigned Engineering Inspector, and they will coordinate with the City PM and/or Water Services (which now is both sewer and water).

Utility company contacts are listed below:

Arizona Public Service	Ryan Weisner	(928) 773-6414
CenturyLink	Manuel Hernandez	(928) 779-4935
SuddenLink	Sanford Yazzie	(928) 606-4521
Unisource	Martin Conboy	(928) 226-2269

SECTION 108: COMMENCEMENT, PROSECUTION AND PROGRESS

108.5 LIMITATIONS OF OPERATIONS:

(Revise to include the following)

Working hours shall be from 7 am – 5 pm. Rock excavation working hours shall be from 8 am – 5 pm.

PART 400 – RIGHT OF WAY AND TRAFFIC CONTROL

SECTION 401 TRAFFIC CONTROL

401.7 PAYMENT:

Traffic Control will be paid as a lump sum as shown on the bid schedule.

PART 500 – STRUCTURES

SECTION 505 CONCRETE STRUCTURES

505.1 DESCRIPTION:
The work under this section shall be in accordance with Section 505 of the MAG Standard Specifications. The footings and columns for the Historical Markers are cast-in-place structures. The design of the footings and columns are per the structural plans. The design of the column materials and finishes are per the Freestanding Historical Marker detail, see appendix A. Contractor shall submit shop drawings of the complete Historical Marker for approval.

Per the Reports on Geotechnical Investigations, Project Numbers.: 200457SF and 212185SF, prepared by Speedie and Associates on November 4, 2020 and November 17, 2021, respectively, and the structural plans, specialized engineering fill is required below the cast-in-place footings.

505.1 MEASUREMENT:
The Freestanding Historical Markers are measured as Each and include all components for construction following the structural plans and Freestanding Route 66 Historical Marker details. Any additional components determined as necessary by the approved shop drawings are considered incidental with no separate measurement.

505.12 PAYMENT:
Payment for the Freestanding Historical Markers will be made for each sign. No additional payment will be made above the contract price for any changes to the sign structures resulting from approved shop drawings.

Pay Item:	Pay Unit:
New Location 8 Freestanding Historical Marker	Each
New Location 9 Freestanding Historical Marker	Each
New Location 10 Freestanding Historical Marker	Each

PART 800 – ROADSIDE DEVELOPMENT

SECTION 810 EROSION CONTROL AND POLLUTION PREVENTIONS

810.1 DESCRIPTION:
The work under this section shall be in accordance with Section 810 of the ADOT Standard Specifications and as modified herein. Completion includes hydroseeding of disturbed areas per COF Engineering 13-17-002, BMP maintenance and inspections. Additional BMPs may be required during construction and are to be included in the bid price.

810.4 METHOD OF MEASUREMENT:

Measurement for the SWPPP shall be a lump sum and includes the elements as specified in 810.1, above.

810.5 BASIS OF PAYMENT:

Payment is by Lump Sum.

Pay Item:	Pay Unit:
Erosion Control	Lump Sum

APPENDIX A

Free Standing Route 66 Historical Marker Details



ROUTE 66 HISTORICAL MARKERS

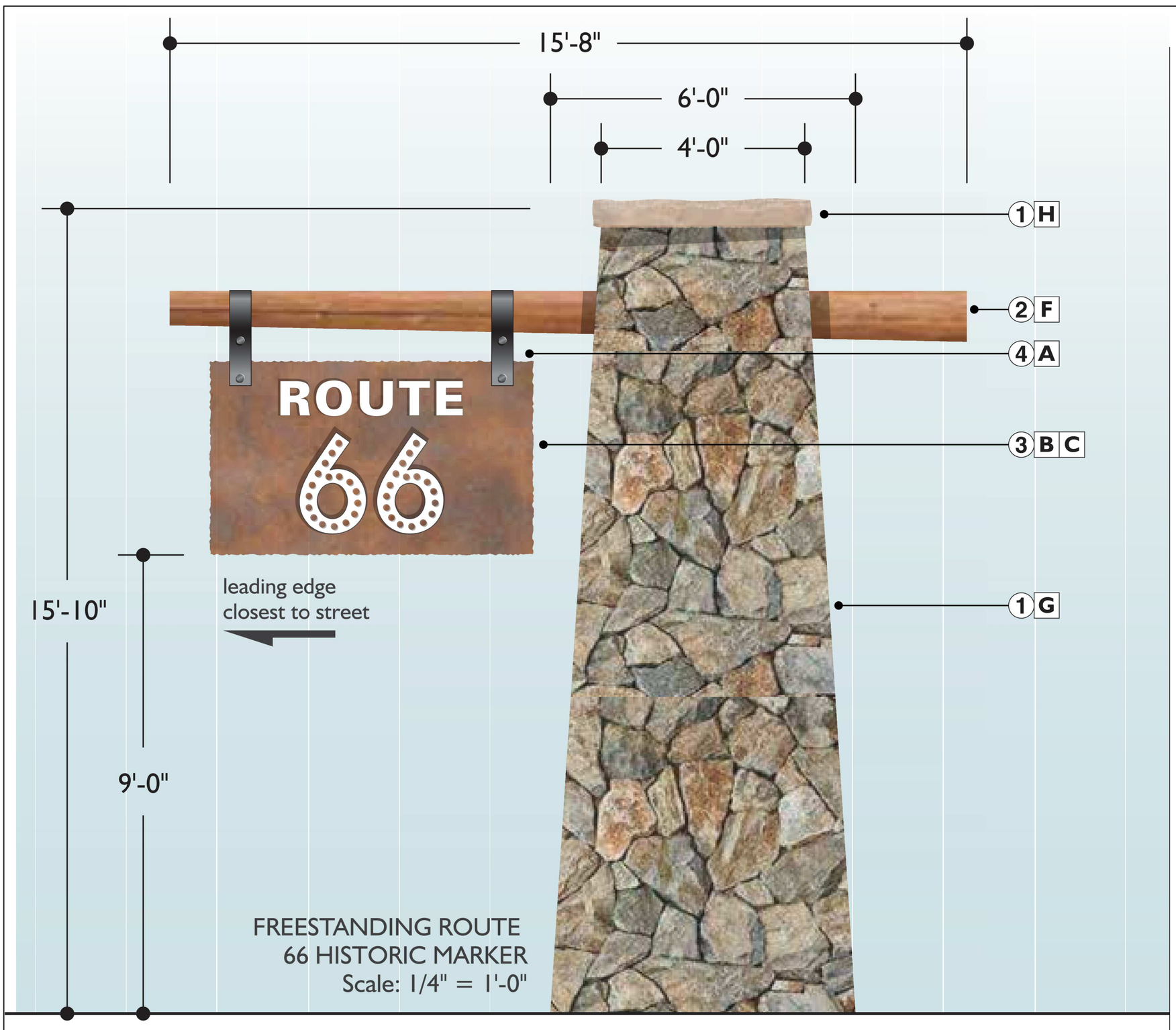
DESIGN INTENT DRAWINGS PACKAGE

APRIL 7TH 2022

CITY OF FLAGSTAFF

The WLB Group WLB

THINKING CAPS Design





STANDARD FREESTANDING ROUTE 66 HISTORIC MARKER

notes

1. Column - Masonry column with a native Malpais Stone Overlay that matches size and style of stone on existing Gateway Entry Monument signage. Sandstone cap with a minimum of 6” thickness.

2. Lodge Pole - A stripped and tapered lodge pole provides horizontal support for the Route 66 sign panel, and will be sealed to match the finishing of the existing Gateway Entry Monument signage, and as required for exterior construction use. The pole taper and dimensions are to be approved by Owner.

3. Route 66 Sign Panel - This double-faced sign will be made up of two (2) 3/8” thick plate steel face panels on either side, with a 1/8” thick steel panel sandwiched between either face panel, and inset 1” from the edge. The sign will be securely mounted to the lodge pole using blackened metal strapping.

The face panels will have torch cut edges, with negative cut letters and positive dots that are 1 1/2” diameter. Both face panels will have a natural rust colored finish. This natural rust colored finish will be created by sandblasting the steel face and repeatedly spraying it with a mixture of peroxide, salt and vinegar until a natural rust forms. The sign contractor will provide a 6”x”6” rusted steel sample for Owner’s review prior to fabrication of the final sign panels.

The middle panel will have 3M high intensity prismatic white reflective sheeting, 3930 or approved equal, applied to both sides.

4. Sign Panel Mounts - Blackened metal tube steel strapping with welded mounting brackets. All welds will be ground smooth prior to finishing. Mounting brackets will support and sandwich the Route 66 sign panels with exterior grade bolt components.

A See page 3 for Palette reference

See page 3 Note: sign structural engineering and footings provided by others. See project plans.

City of Flagstaff

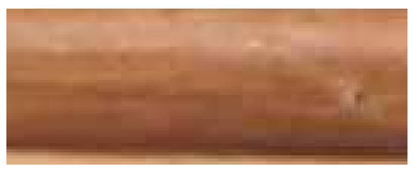
ENGINEERING DETAIL

FREESTANDING ROUTE 66 HISTORICAL MARKER
Layout and Dimensions

DETAIL NO.

REVISION DATE:
DECEMBER 20TH 2021
APRIL 7TH, 2022

MATERIALS PALETTE



MATERIAL F
Stripped / Tapered Lodge Pole



MATERIAL G
Native Malpai Basalt Stone



MATERIAL H
Sandstone Cap

COLOR PALETTE



COLOR A
Blackened Metal Finish



COLOR B
Water-Jet Cut Steel w/
Natural Rusted Finish
see drawing sheets 2 and 5 for
notes on treatment

COLOR C
White Reflective Vinyl 3M High Intensity
Prismatic Reflective Sheeting 3930
or approved equal

FONT PALETTE

"ROUTE" FONT
Univers - Black

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

"66" FONT
Futura - Heavy

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

TITLE type font
Garamond 3 Old Style - Small Caps

ABCDEFGHIJKLMNOPQRSTUVWXYZ
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

VISUAL REFERENCES



Existing Flagstaff Gateway Entry Monument



CopperSky entry ID signage



Ironhorse blackened metal entry ID signage

City of Flagstaff

ENGINEERING
DETAIL

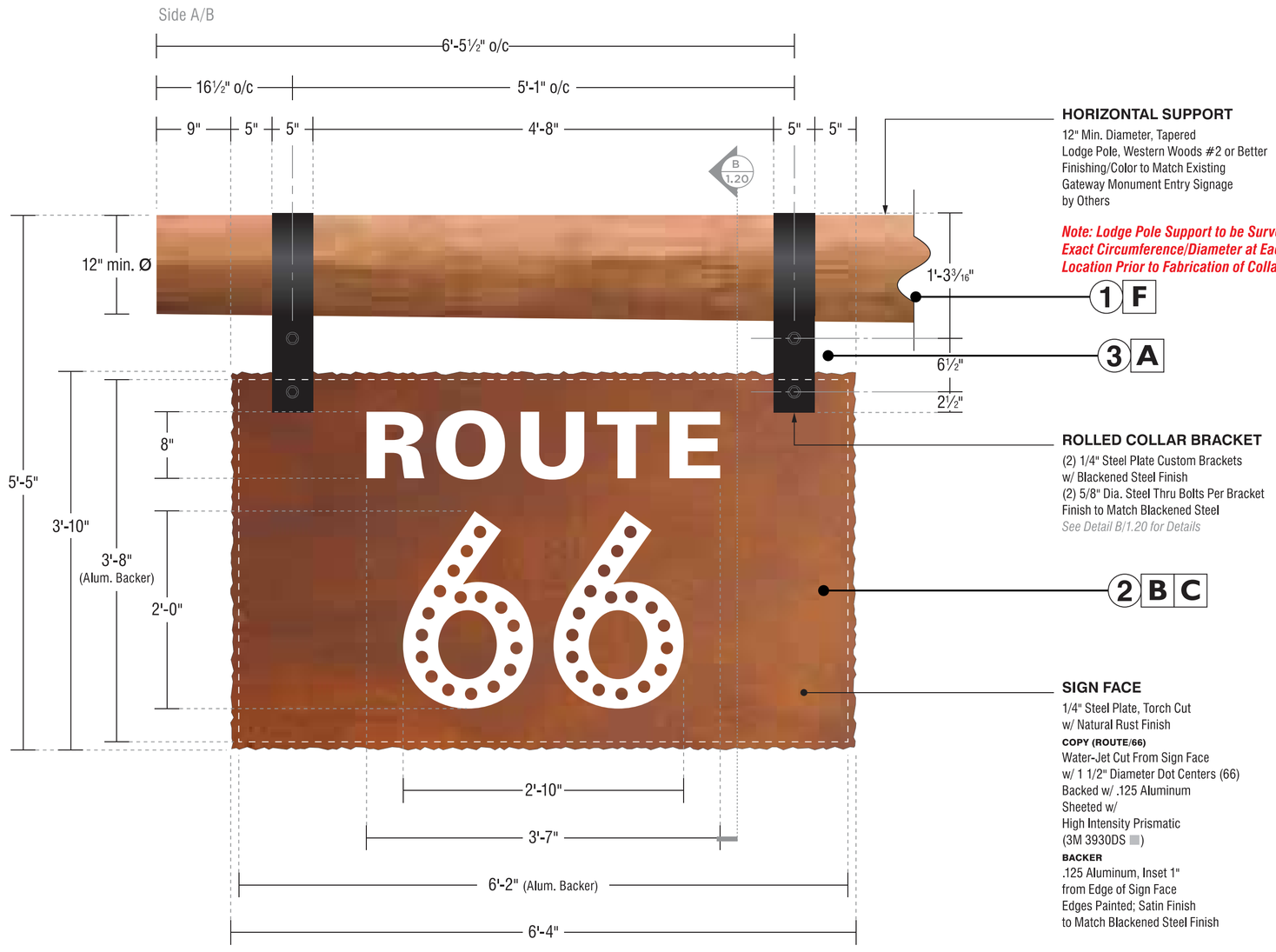
FREESTANDING ROUTE 66 HISTORICAL MARKER
Design Palettes

DETAIL NO.

REVISION DATE:
DECEMBER 20TH 2021
APRIL 7TH, 2022

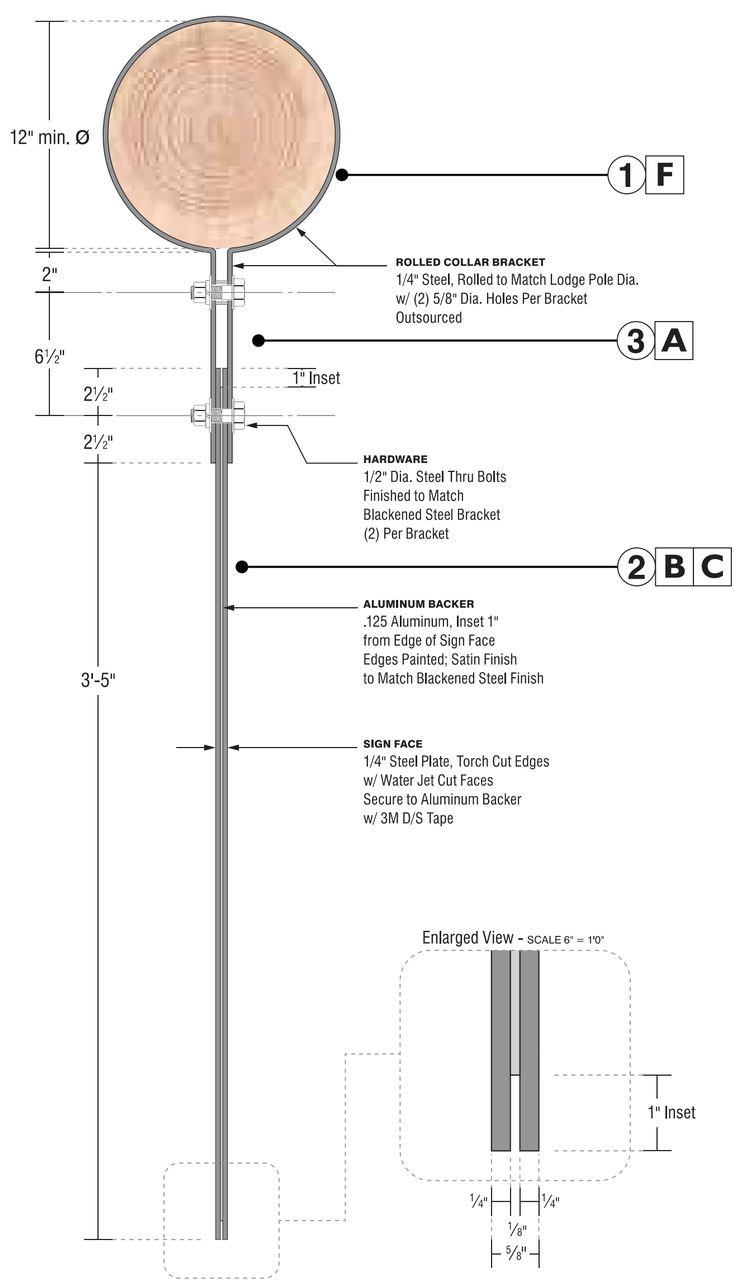
3
5

STANDARD FREESTANDING HISTORIC MARKER PANEL



ROUTE 66 PANEL

SCALE: 3/8"=1'-0"



ROUTE 66 PANEL

SCALE: 3/4"=1'-0"

notes

1. Lodge Pole - A stripped and tapered lodge pole provides horizontal support for the Route 66 sign panel, and will be sealed to match the finishing of the existing Gateway Entry Monument signage, and as required for exterior construction use. The pole taper and dimensions are to be approved by Owner.

2. Route 66 Sign Panel - This double-faced sign will be made up of two (2) 3/8" thick plate steel face panels on either side, with a 1/8" thick steel panel sandwiched between either face panel, and inset 1" from the edge. The sign will be securely mounted to the lodge pole using blackened metal strapping.

The face panels will have torch cut edges, with negative cut letters and positive dots that are 1 1/2" diameter. Both face panels will have a natural rust colored finish. This natural rust colored finish will be created by sandblasting the steel face and repeatedly spraying it with a mixture of peroxide, salt and vinegar until a natural rust forms. The sign contractor will provide a 6"x"6" rusted steel sample for Owner's review prior to fabrication of the final sign panels.

The middle panel will have 3M high intensity prismatic white reflective sheeting, 3930 or approved equal, applied to both sides.

3. Sign Panel Mounts - Blackened metal tube steel strapping with welded mounting brackets. All welds will be ground smooth prior to finishing. Mounting brackets will support and sandwich the Route 66 sign panels with exterior grade bolt components.

A See page 3 for Palette reference

See page 3 Note: sign structural engineering and footings provided by others. See project plans.

City of Flagstaff

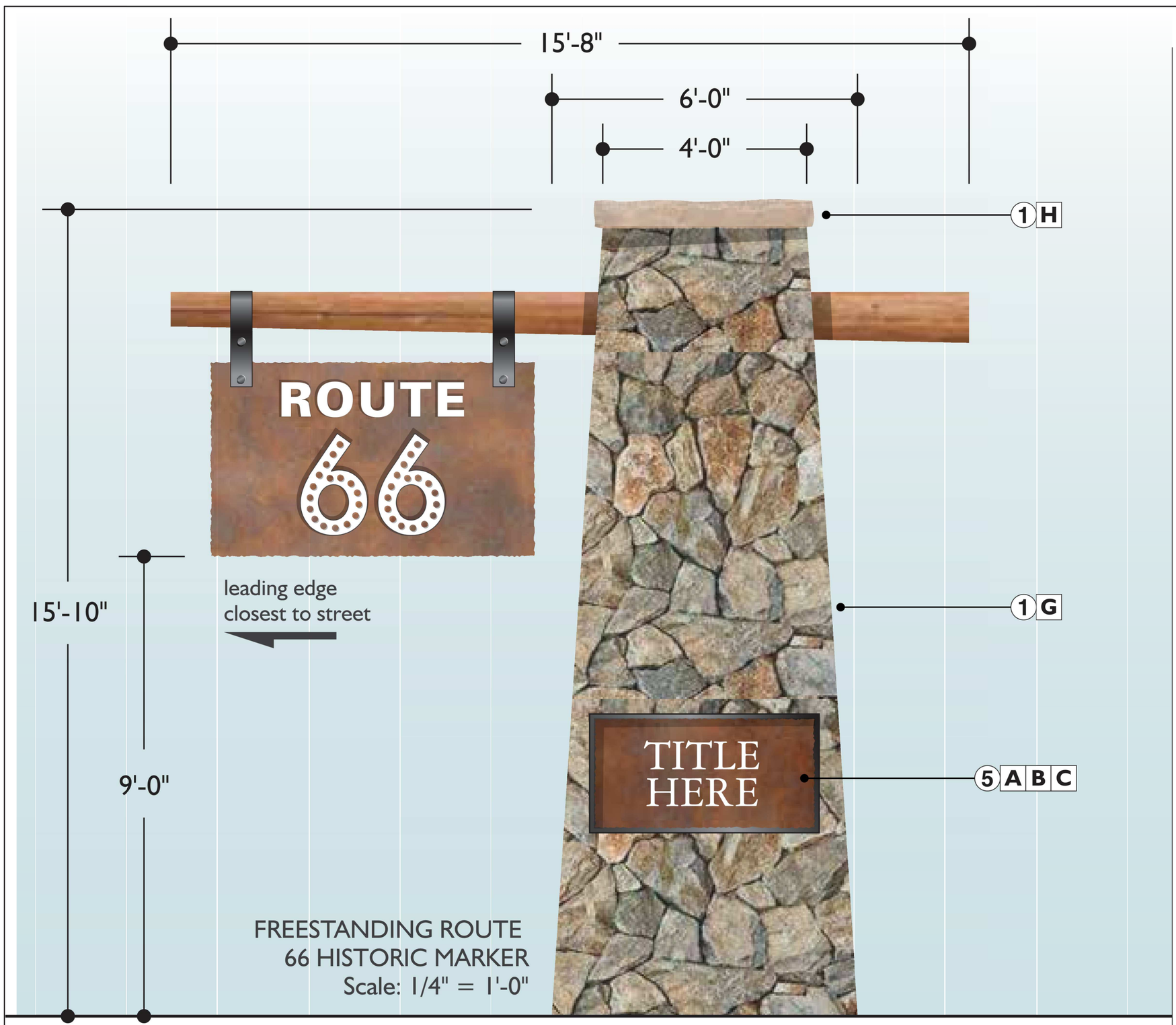
ENGINEERING DETAIL

FREESTANDING ROUTE 66 HISTORICAL MARKER
Route 66 Panel Details

DETAIL NO.

REVISION DATE:
DECEMBER 20TH 2021
APRIL 7TH, 2022

2/5



FREESTANDING ROUTE
66 HISTORIC MARKER
Scale: 1/4" = 1'-0"



ALTERNATE FREESTANDING ROUTE 66 HISTORIC MARKER

Should the City of Flagstaff choose to further identify a marker location, This alternate detail provides the overall drawing notes for that marker.

Title Marker Panel details for text, font styles, and sizes per project plans.

notes

1. Column - Masonry column with a native Malpais Stone Overlay that matches size and style of stone on existing Gateway Entry Monument signage. Sandstone cap with a minimum of 6” thickness.

5. TITLE Sign Panel - This single-faced sign will be mounted inset “1” into either side of the stone column. The sign will be made up of a 3/8” thick plate natural rust colored steel face panel with a 1/8” thick reflective middle panel, and a 3/8” thick blackened metal backer panel.

The face panel will be torch cut and have the same natural rust colored finish as the Route 66 sign panel, and the middle panel will have an applied 3M high intensity prismatic white reflective sheeting 3930 or approved equal.

A See page 3 for Palette reference

See page 3 Note: sign structural engineering and footings provided by others.
See project plans.

City of Flagstaff

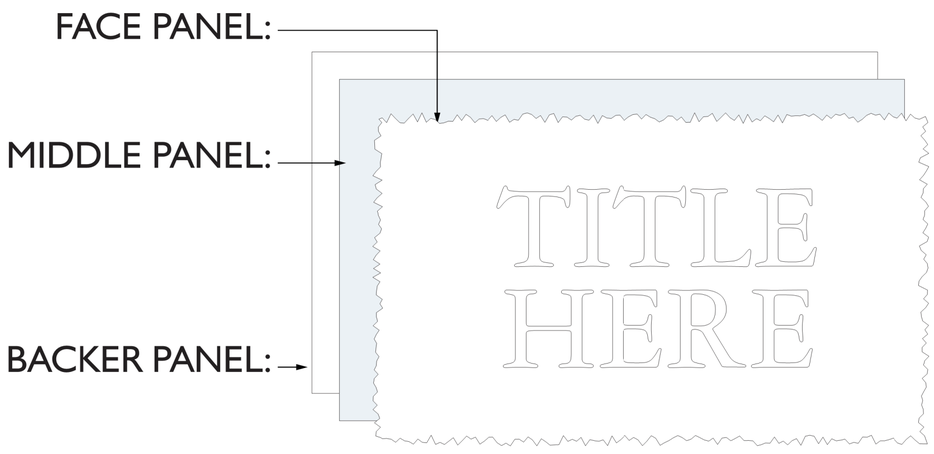
ENGINEERING DETAIL

FREESTANDING ROUTE 66 HISTORICAL MARKER
Layout and Dimensions with Title Panel

DETAIL NO.

REVISION DATE:
DECEMBER 20TH 2021
APRIL 7TH, 2022

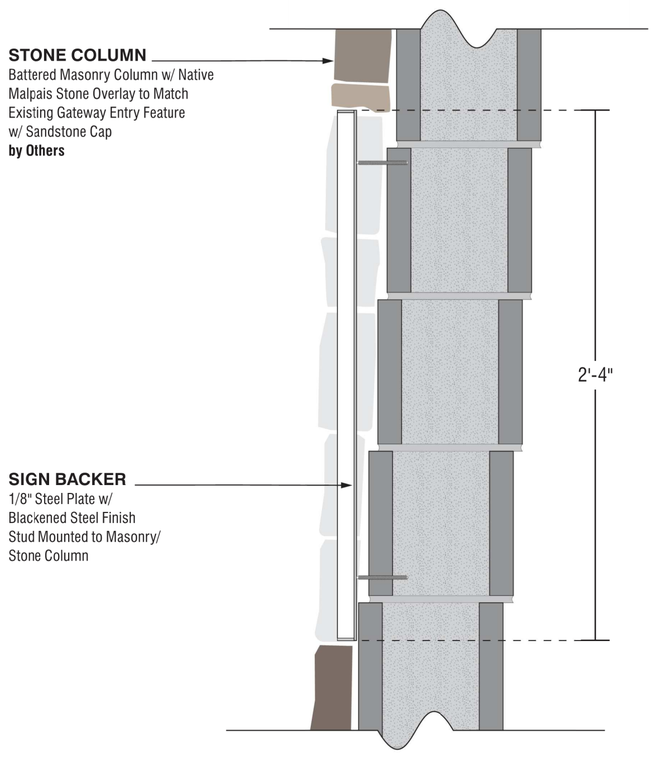
STANDARD FREESTANDING HISTORIC MARKER PANEL WITH ALTERNATE TITLE PANEL





TITLE MARKER PANEL

SCALE: 1”=1’-0”



TITLE MARKER CONSTRUCTION DETAIL

SCALE: 3/4”=1’-0”

ALTERNATE FREESTANDING ROUTE 66 HISTORIC MARKER

Should the City of Flagstaff choose to further identify a marker location, This alternate detail provides the overall drawing notes for that marker.

Title Marker Panel details for text, and sizes per project plans.

FONT: Garamond 3 Old Style- Small Caps

notes

1. **TITLE Sign Panel -** This single-faced sign will be mounted inset into either side of the stone column. The sign will be made up of a 3/8” thick plate natural rust colored steel face panel with a 1/8” thick reflective middle panel, and a 3/8” thick blackened metal backer panel.

The face panel will be torch cut and have the same natural rust colored finish as the Route 66 sign panel, and the middle panel will have an applied 3M high intensity prismatic white reflective sheeting 3930 or approved equal.

A See page 3 for Palette reference

TITLE type font

Garamond 3 Old Style - Small Caps

ABCDEFGHIJKLMNOP
QRSTUVWXYZ
ABCDEFGHIJKLMNOP
QRSTUVWXYZ
1234567890

City of Flagstaff

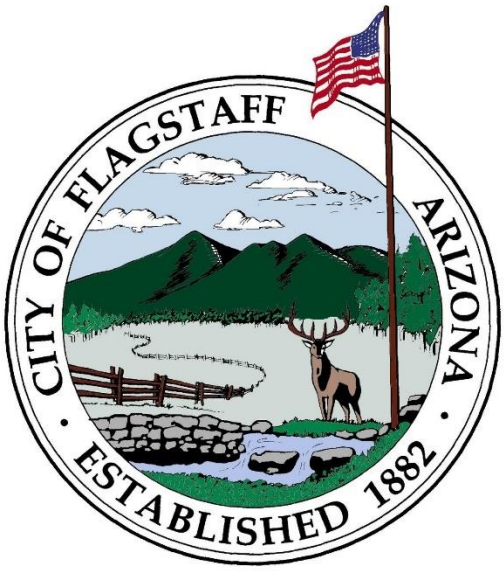
ENGINEERING DETAIL

FREESTANDING ROUTE 66 HISTORICAL MARKER
Title Marker Title Details

DETAIL NO.

REVISION DATE:
DECEMBER 20TH 2021
APRIL 7TH, 2022

5 / 5



CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)

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.

The City shall provide snow removal operations on active traffic lanes, outside of Contractor traffic control, only. All other snow removal and maintenance operations shall be the responsibility of the

Contractor, including snow removal on adjacent, open and active streets that are only accessible by travel through project-related street closures, even when outside of project limits. All costs associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary and permanent surface improvements due to damage by any snow removal operations. Snow removed from public roads or easements shall be placed and shaped to cause the least possible interference to public travel, parcel access, drainage, and parking. In no event shall snow be stored on 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, outside of Contractor traffic control, only. All other snow removal and maintenance operations shall be the responsibility of the Contractor, including snow removal on adjacent, open and active streets that are only accessible by travel through project-related street closures, even when outside of project limits. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary and permanent surface improvements due to damage from normal wear by any snow removal operations during the Winter Shutdown. Snow removed from public roads or easements shall be placed and shaped to cause the least possible interference to public travel, parcel access, drainage, and parking. In no event shall snow be stored on private property.

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

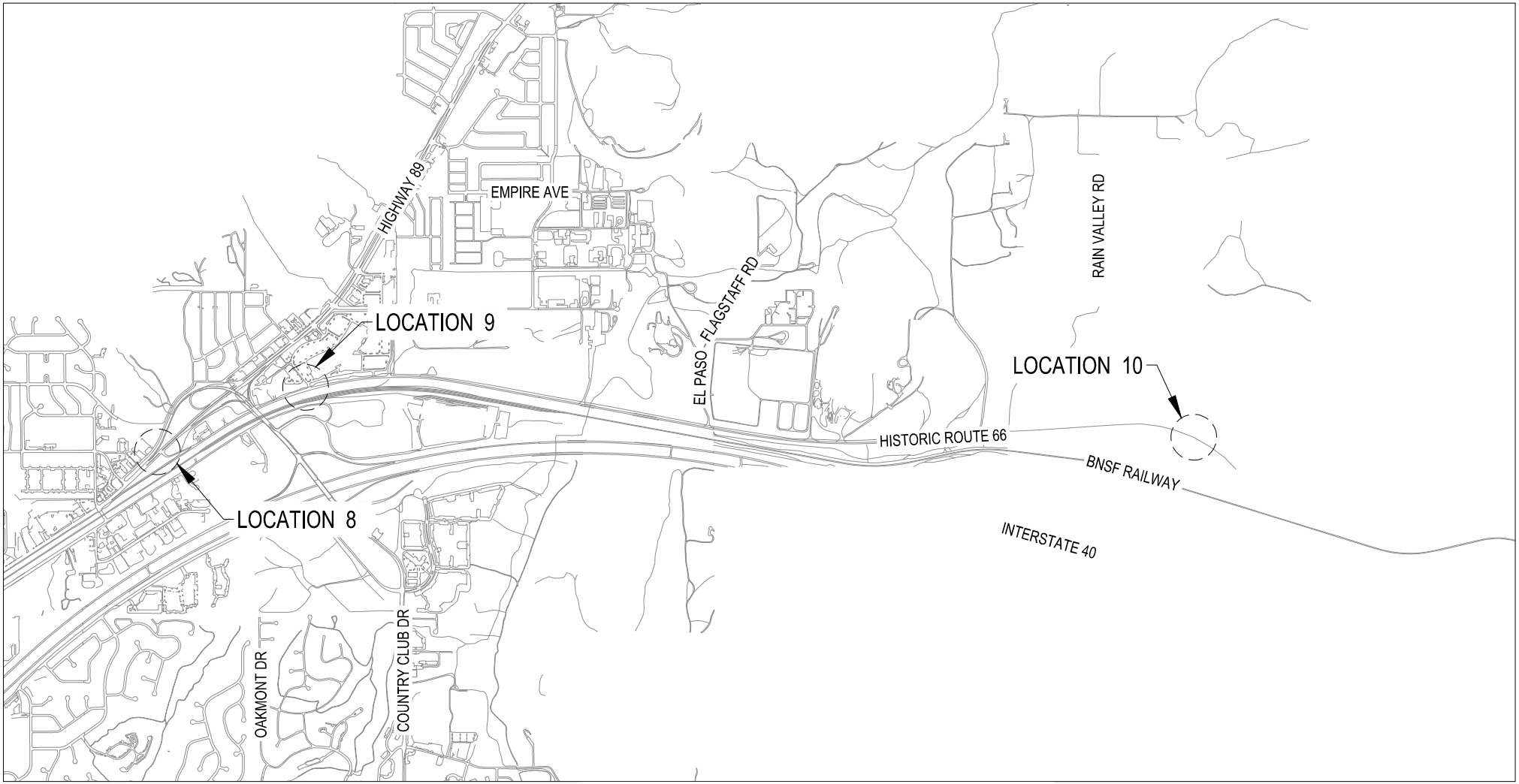
CITY OF FLAGSTAFF, ARIZONA
ROUTE 66 MONUMENT SIGNS
COF PROJECT No.: BB3391/03-22002

BID SCHEDULE

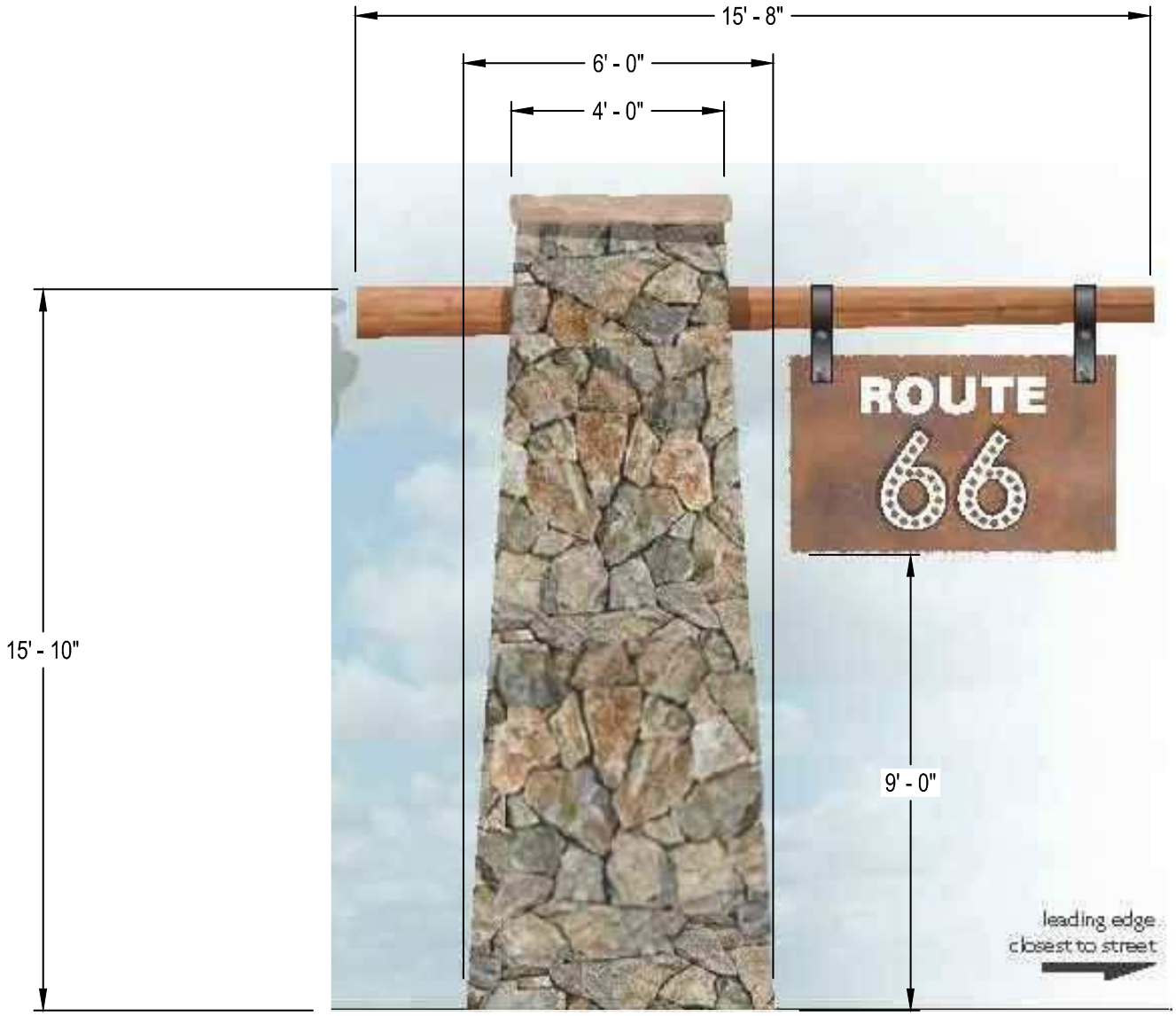
ITEM NO.	KEYNOTE	DESCRIPTION	APPX. QTY.	UNIT	UNIT PRICE		AMOUNT BID IN FIGURES
					IN WORDS	IN FIGURES	
		MISCELLANEOUS					
1		MOBILIZATION / DEMOBILIZATION	1	LS	Eleven Thousand Four Hundred	$11,400.00	$11,400
2		TRAFFIC CONTROL	1	LS	Thirteen Thousand Twenty Five	$13,025.00	$13,025.00
3		AS-BUILT RECORD DRAWINGS	1	LS	Five Thousand Six Hundred Seventy Five	$5,675.00	$5,675.00
		PUBLIC IMPROVEMENTS CONSTRUCTION					
4	200	NEW LOCATION 8 HISTORICAL MARKER	1	EA	Seventy Two Thousand Four Hundred	$72,400.00	$72,400.00
5	201	NEW LOCATION 9 HISTORICAL MARKER	1	EA	Seventy Two Thousand Two Hundred	$72,200.00	$72,200.00
6	202	NEW LOCATION 10 HISTORICAL MARKER	1	EA	Seventy Two Thousand Four Hundred	$72,400.00	$72,400.00
7	203	EROSION CONTROL	1	LS	Six Thousand Two Hundred and Eighty	$6,280.00	$6,280.00
		CONTINGENCIES					
8		ROCK EXCAVATING CONTINGENCY	15	CY	One Hundred Fifty	$150.00	$2,250

Two Hundred Fifty Five Thousand Six Hundred Thirty Dollars — TOTAL BASE BID (IN WORDS)

$255,630.00 — TOTAL BASE BID (IN FIGURES)



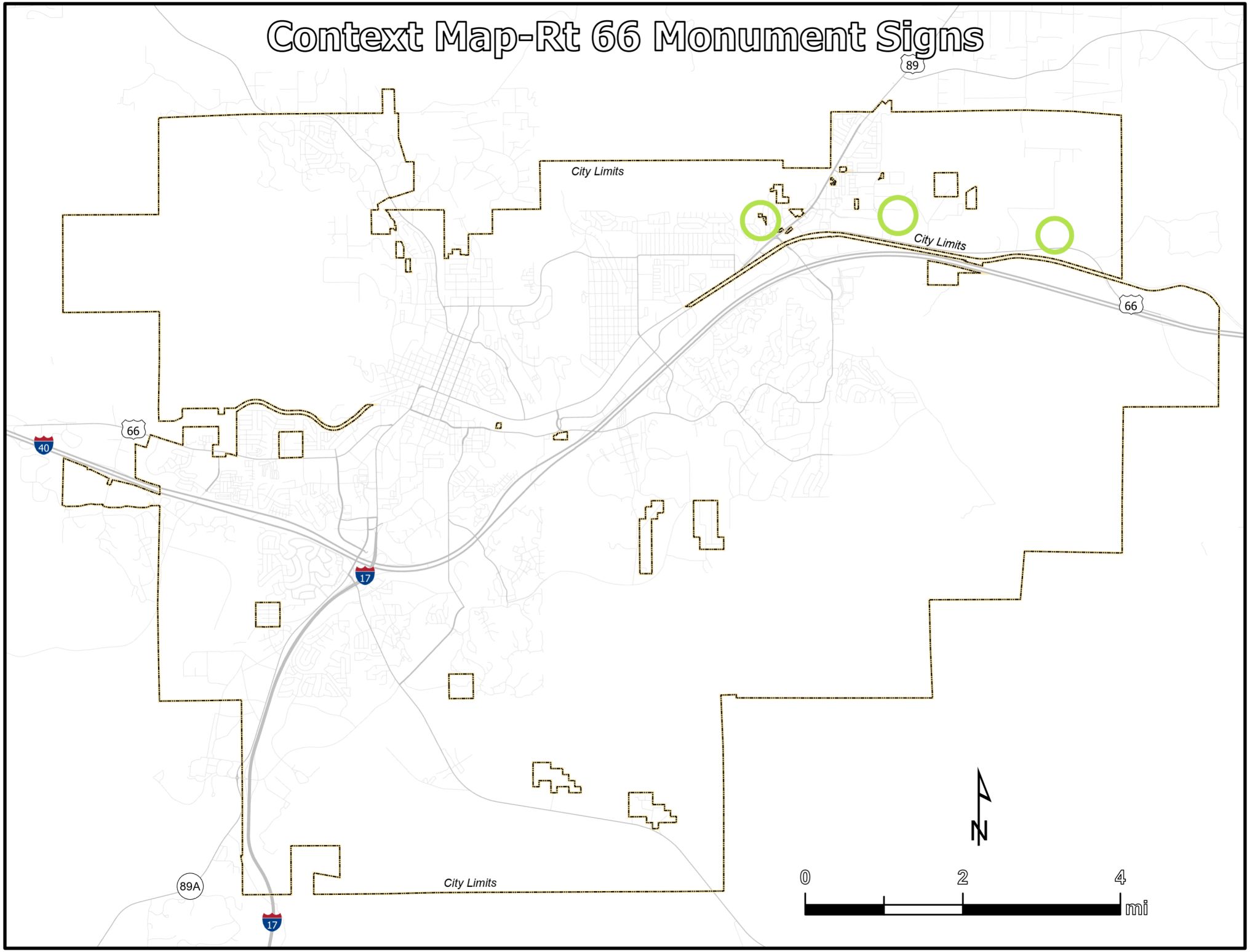
Vicinity Map



ROUTE 66 SIGN

NOT TO SCALE

Context Map-Rt 66 Monument Signs



7. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sam Beckett, Public Works Streets Section Director

Co-Submitter: Scott Overton

Date: 10/10/2022

Meeting Date: 10/18/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) fully electric 2023 Ford F-150 Lightning pickup and one (1) 2022 Ford Expedition in the total amount of $120,255.04, plus applicable fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) 2023 fully electric Ford F-150 Lightning pickup and one (1) 2022 Ford Expedition in the total amount of $120,255.04, plus applicable fees and faxes; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Public Works is constantly looking for ways to enhance service capabilities while pushing for innovation to meet City Council's goal of carbon neutrality. The Streets team is one of the front-line contacts for City residents and staff pride ourselves in being leaders within the community. This requires that Streets bring strong leading-edge representation of the City when interacting with residents. Streets is currently working to build an internal fleet infrastructure to the massive demand or street maintenance and disaster response across this ever-growing City. The electric vehicle will not only help Streets meet its strategic goals by adding supporting infrastructure to our growing maintenance efforts. In addition, this purchase will be a great example of how the City is leading the effort of a carbon neutral workforce. The electric vehicle will be the primary snow managers vehicle for use in snow operations, utilized by emergency traffic control staff, and used for traveling to training. The Ford Expedition will be key in not only disaster response and dignitary transport it will be used heavily for the Public Works new training programs to ensure efficiency when staff travel for training.

Financial Impact:

The fully electric Ford F-150 Lightning pickup and Ford Expedition will be purchased with Highway User Revenue Funds (HURF) Acct# 040-06-161-0614-6-4401 for a budgeted amount of $120,255.04.

Policy Impact:

The purchase of this equipment supports the City's mission to provide the highest level of service possible, in addition to supporting the Public Works training program. This purchase will greatly enhance the City goal of carbon neutrality goal while enhancing staff efficiency in training travel.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-model transportation system. This purchase would also directly align with the City's carbon neutrality plan and move us in the right direction to meet our 2030 electric vehicle goal.

Carbon Neutrality Plan

The purchase of an electric vehicle would directly align with the Carbon Neutrality Plan as this electric vehicle would be the first fully electric pick-up to be purchased for operations. The purchase of this truck aligns with the City's electric vehicle goals and sustainability goals.

Has There Been Previous Council Decision on This:

Yes, City Council has discussed the transition of City fleet to all electric vehicles on many occasions, including, in the approval of the Carbon Neutrality Plan. The Carbon Neutrality Plan outlines aggressive and industry leading goals to reduce the carbon footprint by the city. The city continues to see major growth in maintenance operations and Streets works to build out the support infrastructure to meet the highest levels of service possible to City residents. The purchase of the electric vehicle will support the City's goals.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract with PFVT Motors, LLC dba Peoria Ford for the purchase of one (1) 2023 fully electric Ford F-150 Lightning pickup and one (1) 2022 Ford Expedition total amount of $120,255.04, plus applicable fees and taxes; or
2. Do not approve the purchase.

Background/History:

City Council has discussed on many occasions transitioning the city fleet from combustion engine vehicles to electric vehicles which led to the development and adoption of the Carbon Neutrality Plan. This Carbon Neutrality Plan stands on the backbone of electric vehicles and the transition to by 2030.

The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059322 with PFVT Motors, Inc. dba Peoria Ford. The City of Flagstaff Procurement department utilized this cooperative purchase contract to obtain the best pricing for the electric and hybrid vehicles. Purchasing staff determined the agency cooperative contract to be relevant and current.

Key Considerations:

The purchase of this fully electric Ford F-150 pick-up and Ford Expedition will support Public Works and the City in operations, administration, and training goals.

Expanded Financial Considerations:

There are no expanded financial considerations with this purchase. This purchase would be fully funded from the FY2022-2023 budget utilizing Highway User Revenue Funds (HURF).

Community Benefits and Considerations:

This purchase would not only benefit the community by utilizing carbon efficient equipment while supporting maintenance operations, but these will also be utilized for Public Works staff traveling to attend much needed training. Streets intends to utilize the electric vehicle to make it very visible to City residents that the city is moving towards the “Big Shift”.

Community Involvement:

The Flagstaff Carbon Neutrality Plan was presented several times in draft and for approval in open meetings by City Council. The community has had many opportunities for engagement of this Carbon Neutrality Plan.

Attachments:

Picture of Ford F150 Lightning
Picture of 2022 Ford Expedition
COF Contract 2023-30
Exhibit A 1 - Ford Lightning Quote
Exhibit A 2 - Ford Expedition Quote
Exhibit B 1 - Agency Contract
Exhibit B 2 - Award Letter
Exhibit B 3 - Pricing 2022





COOPERATIVE PURCHASE CONTRACT
Contract No. 2023-30

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 PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Ford vehicles;

B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059322 with Contractor ("Agency Contract"); 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) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

2023 Ford F150 Crew Cab EXT Public Works Department

2022 Expedition 4X4 Public Works Department

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 one hundred twenty thousand two hundred fifty-five dollars and four cents **($120,255.04) in addition to 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.

PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
TWO (2) QUOTES (attached)

EXHIBIT B
AGENCY CONTRACT

1. March 17, 2022, Agency Contract Award Request for Proposal Solicitation No. BPM004157
2. Award Letter to PFVT Motors LLC. DBA Peoria Ford
3. PFVT Motors, LLC DBA Peoria Ford 2022 Pricing



PFVT MOTORS, INC.

CONTRACT # ***CTR059322***
QUOTE DATE: 8/23/2022

CUSTOMER: CITY OF FLAGSTAFF
CONTACT: Sam Beckett
E-MAIL: Samuel.Beckett@flagstaffaz.gov

SANDRA GONZALEZ
9130 West Bell Road
Peoria, Arizona 85382
Direct: 480-696-5930
Text: 505-850-5504
Fax: 480-393-5536
Email: sgonzalez@peoriaford.com

REFERENCE: F-150 CREW

LEAD TIME: 30+ WEEKS

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	W1E	2023 FORD F-150 CREW CAB 4X4 - 145" WB	$ 49,525.00
2	99V	DUAL E-MOTORS WITH EXT RANGE BATTERY	$ 10,000.00
3	44L	SINGLE SPEED TRANSMISSION	INC
4	311A	XLT TRIM	INC
5	STD	LOCKING REAR	INC
6	STD	TRAILER TOW PACKAGE	INC
7	DIO	2 ADDITIONAL BASIC KEYS	INC
8	DIO	WINDOW TINT	INC
10	US	CLOTH SEATS	INC
11	YZ	OXFORD WHITE	INC
12	STD	POWER EQUIPMENT PACKAGE	INC
13	STD	CRUISE CONTROL	INC
14	INC	NO CHARGE FOR DELIVERY	INC
		TAXABLE TOTAL	$ 59,525.00
		SALES TAX	$ 4,821.53
		WARRANTY COST	$ -
		TIRE TAX	$ 5.00
		FREIGHT	$ -
		TOTAL PER UNIT	$ 64,351.53
		QUANTITY OF UNITS	1
		PO TOTAL	**$ 64,351.53**

***ALL VEHICLES PURCHASED ON STATE CONTRACT SHALL INCLUDE FOLLOWING OPTIONS, UNLESS OPTION IS ELECTED TO BE DELETED:**

- BLUETOOTH - AM/FM/RADIO, CRUISE CONTROL, POWER DOORS AND WINDOWS, 4 ENTRANCE KEYS, FRONT AND REAR A/C - WHEN AVAILABLE, CLOTH SEATS, REAR CAMERA, SPARE TIRE, FLOOR MATS, ARIZONA LEGAL TINT

ALL TRUCKS WILL INCLUDE ADDITIONAL OPTIONS:

- ANTI-SLIP DIFFERENTIAL AND TOW HOOKS (2WD/4WD)

PFVT MOTORS, INC.

CONTRACT # ***CTR059322***
QUOTE DATE: 8/23/2022

CUSTOMER: CITY OF FLAGSTAFF
CONTACT: Sam Beckett
E-MAIL: Samuel.Beckett@flagstaffaz.gov

SANDRA GONZALEZ
9130 West Bell Road
Peoria, Arizona 85382
Direct: 480-696-5930
Text: 505-850-5504
Fax: 480-393-5536
Email: sgonzalez@peoriaford.com

REFERENCE: EXPEDITION

LEAD TIME: 3 WEEKS

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	U1G	2022 EXPEDITION 4X4 - SPECIAL SERVICE	$ 51,710.00
2	102A	SSV PACKAGE	INC
3	99T	3.5L ECOBOOST	INC
4	44U	10 SPEED AUTOMATIC	INC
5	536	HD TRAILER TOW PACKAGE	INC
6	DIO	2 ADDITIONAL KEYS	INC
7	UM	AGATE BLACK OR ICONIC SILVER	INC
8	64X	18" ALUMINUM WHEELS	INC
10	41P	SKID PLATES	INC
11			
12			
13			
14			

TAXABLE TOTAL	$	51,710.00
SALES TAX	$	4,188.51
WARRANTY COST	$	-
TIRE TAX	$	5.00
FREIGHT	$	-
TOTAL PER UNIT	$	55,903.51
QUANTITY OF UNITS		1
PO TOTAL	**$**	**55,903.51**

***ALL VEHICLES PURCHASED ON STATE CONTRACT SHALL INCLUDE FOLLOWING OPTIONS, UNLESS OPTION IS ELECTED TO BE DELETED:**

- BLUETOOTH - AM/FM/RADIO, CRUISE CONTROL, POWER DOORS AND WINDOWS, 4 ENTRANCE KEYS, FRONT AND REAR A/C - WHEN AVAILABLE, CLOTH SEATS, REAR CAMERA, SPARE TIRE, FLOOR MATS, ARIZONA LEGAL TINT

ALL TRUCKS WILL INCLUDE ADDITIONAL OPTIONS:

- ANTI-SLIP DIFFERENTIAL AND TOW HOOKS (2WD/4WD)

DocuSign Envelope ID: 7AE6D603-F496-4243-9920-A7948B4C771C

ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

PFVT Motors, LLC dba Peoria Ford — Offeror (Company) Name

Signature of Person Authorized to Sign Offer

9130 W Bell Rd — Address

Sandra Gonzalez — Printed Name

1/18/22 — Date

Peoria — City

AZ — State

85382 — Zip

Government Manager — Title

sgonzalez@peoriaford.com — Email Address

480-696-5930 — Phone Number

jmoser@ytaig.com — Company Email Address

NA — Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059322 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:

Procurement Officer

3/10/2022

Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been 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 the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

FEDERAL PROVISIONS

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
   U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors 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 Department or the Federal funding agency 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: The employee, officer or agent, any member of his immediate family, His or her partner, or 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. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

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

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

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

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

2.0 Assurances of Non-Discrimination:

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

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

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

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

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

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

4.01 Mentor-Protégé Program:

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

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

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

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

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

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

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

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

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

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

SBCs can register online at the AZ UTRACS website.

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

7.0 DBE Financial Institutions:

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

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

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

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

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

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

10.2 DBE Liaison:

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

11.0 DBE Goals

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

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

11.1 Race Neutral Contract (With No DBE Goal)

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

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

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

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

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

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

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

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

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

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

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

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

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

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

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

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

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

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

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

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

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

(a) Sanctions for Inadequate Reporting:

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

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

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

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

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

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

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

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

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

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

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

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

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

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

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

14.05 Commercially Useful Function:

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

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

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

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

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

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

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

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

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

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

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

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

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

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

16.0 Certification of Final DBE Payments:

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

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

17.0 False, Fraudulent, or Dishonest Conduct:

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

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall 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 shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

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

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

ADOT
Procurement

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

DocuSign Envelope ID: 8D202D95-DA9A-4443-8A5B-39D90A8C6480

March 11, 2022

Sandra Gonzalez
Government Manager
PFVT Motors LLC. Dba Peoria Ford
9130 W. Bell Road
Peoria, AZ 85382

Subject: Award of Contract No. CTR059322

Dear Ms. Gonzalez:

Please be advised that your company has been awarded the contract for New Vehicle Purchases as specified in solicitation BPM004157. The executed Offer and Acceptance is attached. The contract is effective March 17, 2022.

The Contract requires verification of insurance be provided prior to commencement of work. Therefore, a certificate of insurance must be submitted in accordance with the requirements stated in the Contract's Special Terms and Conditions, paragraph 21, Insurance Requirements.

The attached Contract Insurance Checklist is provided to ensure that all required forms and endorsements are submitted. The required forms, endorsements and signed checklist must be received no later than March 21, 2022. These documents must be e-mailed to me at TKornell@azdot.gov.

If you have any questions regarding this contract, please contact me at (602) 712- 8520 or via email.

Sincerely,

DocuSigned by:
Thomas Kornell
0692CD9E66B64A8...

Tom Kornell
Senior Procurement Officer

Cc: File

Enclosures (02)

ADOT Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

- ☒ **Category One: Phase One (1) Vehicle Purchases**
- ☒ **Category Two: Phase Two (2) Vehicle Purchases**
- ☒ **Category Three: FTA Funded Vehicles**

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
FORD/ F-150/ ½ TON TRUCKS – REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2, GAS	MIN 22.5%
FORD/F-150/1/2 TON – CREW CAB 4X4 – LIGHTNING	MIN 10.1%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2	MIN 22.5%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION – FWD, RWD, AWD, 4X4, 4X2	MIN 13.25%
FORD/MACH-E/CROSSOVER – AWD OR 4X2	Min 1.5%
FORD/BRONCO SPORT/COMPACT SUV – 4X4	MIN 13.2%
FORD/BRONCO/MID-SIZED SUV – 4X4	MIN 7.1%
FORD/E-SERIES/CUTAWAY	MIN 20.2%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS – ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 10.1%
FORD/TRANSIT/ CARGO VANS - ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 10.2%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	MIN 3.5%

FORD/TRANSIT CONNECT/MINI CARGO VAN – SWB OR LWB	MIN 3%
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN – LOW, MED, HIGH ROOF – SHORT, LONG AND EXTENDED LENGTHS - RWD	MIN 5.5%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB – 4X4 AND 4X2	MIN 20.5%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	MIN 13.1%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	MIN 18.5%
FORD/ RANGER/ MID-SIZE TRUCK – EXTENDED OR CREW CAB - 4X4 OR 4X2	MIN 16.3%
FORD/MAVERICK/COMPACT TRUCK – CREW CAB – AWD OR FWD	MIN 10.25%
FORD/MUSTANG/COUPE - RWD	MIN 14.1%

***PERCENTAGES FOR MODELS THAT ARE CURRENTLY UNAVAILABLE ARE BASED ON DRAFT PRICING AND PREVIOUS MODEL YEAR TRENDS. PERCENTAGE OFF IS LIKELY TO INCREASE ON MOST ITEMS ONCE PRICING FOR NEXT MODEL YEAR IS RELEASED

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase Two (2) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
FORD/ F-150/ ½ TON TRUCKS – REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2, GAS	MIN 16.5%
FORD/F-150/1/2 TON – CREW CAB 4X4 – LIGHTNING	MIN 8.2%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2	MIN 10.1%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION – FWD, RWD, AWD, 4X4, 4X2	MIN 10.25%
FORD/MACH-E/CROSSOVER – AWD OR 4X2	Min 1%

FORD/BRONCO SPORT/COMPACT SUV – 4X4	MIN 10.1%
FORD/BRONCO/MID-SIZED SUV – 4X4	MIN 5.1%
FORD/E-SERIES/CUTAWAY	MIN 16.5%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS – ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 14.5%
FORD/TRANSIT/ CARGO VANS - ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 15.25%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	MIN 2.2%
FORD/TRANSIT CONNECT/MINI CARGO VAN – SWB OR LWB	MIN 2.1%
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN – LOW, MED, HIGH ROOF – SHORT, LONG AND EXTENDED LENGTHS - RWD	MIN 2.1%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB – 4X4 AND 4X2	MIN 10.1%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	MIN 11.1%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	MIN 6.5%
FORD/ RANGER/ MID-SIZE TRUCK – EXTENDED OR CREW CAB - 4X4 OR 4X2	MIN 14.9%
FORD/MAVERICK/COMPACT TRUCK – CREW CAB – AWD OR FWD	MIN 9.5%
FORD/MUSTANG/COUPE - RWD	MIN 10.6%

***PERCENTAGES FOR MODELS THAT ARE CURRENTLY UNAVAILABLE ARE BASED ON DRAFT PRICING AND VERY LIMITED CURRENT MARKET AVAILABILITY. PRICING DISCOUNTS ARE LIKELY TO INCREASE ONCE PRICING IS MADE AVAILABLE AND CONSTRAINTS FOR COMMODITIES LIFT
***PHASE 2 PERCENTAGES ARE BASED ON CURRENT RETAIL MARKET AND AVAILABILITY OF FLEET ALLOCATION

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
☒ Apache	$95	☐ Greenlee	$95	☒ Pima	$0
☒ Cochise	$95	☒ La Paz	$95	☒ Pinal	$75
☐ Coconino	$75	☒ Maricopa	$0	☐ Santa Cruz	$95
☒ Gila	$65	☐ Mohave	$95	☒ Yavapai	$85
☒ Graham	$95	☐ Navajo	$150	☒ Yuma	$95

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

Specifications for vehicles quoted are included below pricing - MSRP is shown only for reference in specs
All warranty information is provided***

Estimated Usage Quantity	PHASE ONE (1) Base Model Vehicle	Base Price for Phase One (1)	Additional Information
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$22,259	FORD ESCAPE FWD – S MODEL – SPARE TIRE IS NOT STANDARD, BUT INFLATION KIT IS PROVIDED. MINI SPARE IS AVAILABLE FROM THE FACTORY OR AFTER MARKET SPARE MAY BE ADDED. CURRENTLY AVAILABLE FOR ORDERS OF 2022 MODEL.
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$36,411	TRANSITS ARE NOT CURRENTLY AVAILABLE FOR ORDERING, SO PRICING IS BASED ON DRAFT PROJECTION FROM

			MANUFACTURER – MODEL PROVIDED IS 2023 W1Y – TRANSIT T-350, 130" WB, RWD, LOW ROOF, INCLUDES FRONT AND REAR A/C OPTION
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$25,695	NOT CURRENTLY AVAILABLE FOR ORDER, PRICING IS BASED ON PROJECTED DRAFT PRICING. MODEL IS F-150 REG CAB 4X2, SHORT WHEELBASE. 2023 MODEL PROJECTION.

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$22,543	FORD ESCAPE FWD – S MODEL – SPARE TIRE IS NOT STANDARD, BUT INFLATION KIT IS PROVIDED. MINI SPARE IS AVAILABLE FROM THE FACTORY OR AFTER MARKET SPARE MAY BE ADDED.
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$29,223	MODEL PROVIDED IS CURRENT 2022 W1Y – TRANSIT T-350, 130" WB, RWD, LOW ROOF, INCLUDES FRONT AND REAR A/C OPTION
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$24,162	MODEL IS F-150 REG CAB 4X2, SHORT WHEELBASE. CURRENT 2022 MODEL PRICING

Prepared for: , STATE OF ARIZONAAZ

2022 Escape 4dr FWD S (U0F)

Price Level: 225



Client Proposal

Prepared by:
Sandra Gonzalez
Office: 480-696-5930
Email: SGONZALEZ@PEORIAFORD.COM
Quote ID: STATEESCAP
Date: 01/19/2022

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

, STATE OF ARIZONAAZ

Re: Quote ID STATEESCAP 01/19/2022

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Best Regards,

Sandra Gonzalez
GOVERNMENT AND FLEET SALES MANAGER
480-696-5930
SGONZALEZ@PEORIAFORD.COM

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U0F	Base Vehicle Price (U0F)	$26,010.00
Packages		
100A	Equipment Group 100A *Includes:* *- Engine: 1.5L EcoBoost* *Includes auto start-stop technology.* *- Transmission: 8-Speed Automatic* *- 3.81 Axle Ratio* *- GVWR: TBD* *- Tires: 225/65R17 AS BSW* *- Wheels: 17" Steel w/Sparkle Silver-Painted Covers* *- Cloth Front Bucket Seats* *Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).* *- Radio: AM/FM Stereo* *Includes 6 speakers and speed compensated volume.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*	N/C
Powertrain		
996	Engine: 1.5L EcoBoost *Includes auto start-stop technology.*	Included
448	Transmission: 8-Speed Automatic	Included
STDAX	3.81 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: 225/65R17 AS BSW	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included
Seats & Seat Trim		
V	Cloth Front Bucket Seats	Included

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).	
Other Options		
PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included
	Includes 6 speakers and speed compensated volume. *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*	
Emissions		
425	50-State Emissions System	STD
Interior Color		
VH_01	Dark Earth Gray	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		$26,010.00
Destination Charge		$1,245.00
TOTAL		$27,255.00

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs

Dimensions

- Exterior length: 180.5"
- Exterior width: 74.1"
- Exterior height: 66.1"
- Wheelbase: 106.7"
- Front track: 62.4"
- Rear track: 61.8"
- Turning radius: 19.2'
- Min ground clearance: 7.3"
- Front legroom: 42.4"
- Rear legroom: 40.7"
- Front headroom: 40.0"
- Rear headroom: 39.3"
- Front hiproom: 55.2"
- Rear hiproom: 53.3"
- Front shoulder room: 57.6"
- Rear shoulder room: 56.0"
- Passenger volume: 104.0cu.ft.
- Cargo volume: 37.5cu.ft.
- Cargo volume seats folded: 65.4cu.ft.
- Maximum cargo volume: 65.4cu.ft.

Powertrain

- EcoBoost 181hp 1.5L DOHC 12 valve intercooled turbo I-3 engine with Ti-VCT variable valve control, port/direct injection
- Auto stop-start feature
- Driver selectable mode
- Recommended fuel : premium unleaded
- LEV3-SULEV30
- 8 speed automatic transmission with overdrive
- Front-wheel drive
- Limited slip differential
- Fuel Economy City: 28 mpg
- Fuel Economy Highway: 34 mpg
- Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Rear independent short and long arm suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- Front and rear 17 x 7 steel wheels
- P225/65HR17 BSW AS front and rear tires

Body Exterior

- 4 doors
- Driver and passenger power remote, manual folding door mirrors
- Black door mirrors
- Lip rear spoiler
- Body-coloured bumpers
- Clearcoat paint
- Front and rear 17 x 7 wheels

Convenience

- Manual air conditioning with air filter
- Cruise control with steering wheel controls
- Power windows
- Driver 1-touch down
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual tilt steering wheel

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Dual visor mirrors
- Driver and passenger door bins
- Day-night rearview mirror
- 911 Assist emergency SOS
- AppLink smart device integration
- Front and rear cupholders
- Full floor console
- Rear door bins

Seats and Trim

- Seating capacity of 5
- 6-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Metal-look/piano black instrument panel insert
- Metal-look gear shifter material
- Front bucket seats
- Manual height adjustable driver seat
- Centre front armrest
- Cloth seat upholstery
- Metal-look console insert

Entertainment Features

- AM/FM stereo radio with radio data system
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 6 speakers
- Integrated roof antenna

Lighting, Visibility and Instrumentation

- Halogen projector beam headlights
- Auto on/off headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Compass
- Camera(s) - rear
- Trip computer
- Lane departure
- Delay-off headlights
- LED brakelights
- Speed sensitive wipers
- Rear window defroster
- Light tinted windows
- Tachometer
- Outside temperature display
- Low tire pressure warning
- Trip odometer
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Knee airbag supplemental restraint system

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

- Airbag supplemental restraint system occupancy sensor
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature
- Remote activated perimeter/approach lighting
- With SecuriLock immobilizer and stolen vehicle tracking system
- Manually adjustable front head restraints
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot

Dimensions

General Weights

Curb	3,298 lbs.

General Trailering

Towing capacity	2000 lbs.	GCWR	6660 lbs.

Fuel Tank type

Capacity	14.79 gal.	Capless fuel filler	Yes

Off Road

Min ground clearance	7 "

Interior cargo

Cargo volume	37.5 cu.ft.	Cargo volume seats folded	65.4 cu.ft.
Maximum cargo volume	65.4 cu.ft.	Height	34.8 "
Length	68.5 "	Length to rear seat	37.8 "
Minimum width	41.4 "	Maximum width	57.3 "

Powertrain

Engine Type

Brand	EcoBoost	Block material	Aluminum
Cylinders	I-3	Head material	Aluminum
Ignition	Spark	Injection	Port/direct injection
Liters	1.5L	Orientation	Transverse
Recommended fuel	Premium unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Ti-VCT
Forced induction	Intercooled turbo		

Engine Spec

Bore	3.31"	Compression ratio	11.0:1
Displacement	91 cu.in.	Stroke	3.54"

Engine Power

Output	181 HP @ 6,000 RPM	Torque	190 ft.-lb @ 3,000 RPM

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Alternator

Amps	0

Battery

Run down protection	Yes

Engine Extras

Auto stop-start feature	Yes	Driver selectable mode	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	8
Type	Automatic		

Transmission Gear Ratios

1st	4.69	2nd	3.31
3rd	3.01	4th	1.92
5th	1.45	6th	1
7th	0.75	8th	0.62
Reverse Gear ratios	2.96		

Transmission Extras

Driver selectable mode	Yes	Oil cooler	Regular duty

Drive Type

Type	Front-wheel

Drive Feature

Limited slip differential	Brake actuated	Traction control	ABS and driveline

Drive Axle

Ratio	3.81

Exhaust

Material	Stainless steel	System type	Quasi-dual
Tailpipe finisher	Chrome		

Emissions

CARB	LEV3-SULEV30	EPA	Tier 3 Bin 30

fuel Economy

City	28 mpg	Highway	34 mpg
Fuel type	Gasoline	Combined	30 mpg

Acceleration

0-60 mph (s)	8.46

1/4 Mile

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Seconds 16.2
Speed 88 mph

Skid Pad

Lateral acceleration (g) 0.8

Slalom

Speed 59 mph

Green Values

Energy Impact Score (Barrels per year) 11.0
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 5.8

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type 4-wheel disc
Vented discs Front
Electric parking brake Yes

Brake Assistance

Brake assist Yes
Hill hold control Yes

Suspension Control

Ride Regular
Electronic stability control Stability control with anti-roll

Front Suspension

Independence Independent
Type Strut
Anti-roll bar Regular

Front Spring

Type Coil
Grade Regular

Front Shocks

Type Gas-pressurized

Rear Suspension

Independence Independent
Type Short and long arm
Anti-roll bar Regular

Rear Spring

Type Coil
Grade Regular

Rear Shocks

Type Gas-pressurized

Steering

Speed-sensing Yes
Activation Electric power-assist
Type Rack-pinion

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	17"	Width	7.00"

Rear Wheels

Diameter	17"	Width	7.00"

Front and Rear Wheels

Material	Steel	Covers	Full wheel

Front Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Rear Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Wheels

Front track	62.4"	Rear track	61.8"
Turning radius	19.2'	Wheelbase	106.7"

Body Features

Rear spoiler	Lip	Body material	Fully galvanized steel
Side impact beams	Yes	Active grille shutters	Yes

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Cargo	Liftgate

Exterior Dimensions

Length	180.5"	Body width	74.1"
Body height	66.1"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Occupancy sensor ..... Yes
Overhead ..... Safety Canopy System curtain 1st and 2nd row
Passenger front-impact ..... Yes
Passenger side-impact ..... Seat mounted
Knee ..... Driver

Seatbelt

Rear centre 3 point ..... Yes
Height adjustable ..... Front
Pre-tensioners ..... Front
Pre-tensioners (#) 2

Security

Immobilizer ..... SecuriLock
Panic alarm ..... Yes
Restricted driving mode ..... MyKey

Seating

Passenger Capacity

Capacity 5

Front Seats

Split ..... Buckets
Type ..... Bucket

Driver Seat

Fore/aft ..... Manual
Height adjustable ..... Manual
Reclining ..... Manual
Way direction control 6

Passenger seat

Fore/aft ..... Manual
Reclining ..... Manual
Way direction control 4

Front Head Restraint

Control ..... Manual
Type ..... Adjustable

Front Armrest

Centre ..... Yes

Rear Seats

Descriptor ..... Split-bench
Facing ..... Front
Folding 60-40
Folding position ..... Fold forward seatback
Type ..... Fixed
Reclining ..... Manual
Fore/aft ..... Manual

Rear Head Restraints

Control ..... Manual
Type ..... Adjustable
Number 3

Front Seat Trim

Material ..... Cloth
Back material ..... Cloth

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Rear Seat Trim Group

Material	Cloth
Back material	Carpet

Convenience

AC And Heat Type

Air conditioning	Manual
Air filter	Yes
Underseat ducts	Yes

Audio System

Radio	AM/FM stereo
Radio data system	Yes
Radio grade	Regular
Seek-scan	Yes
External memory control	SYNC
Internet radio	Yes

Audio Speakers

Speaker type	Regular
Speakers	6

Audio Controls

Speed sensitive volume	Yes
Steering wheel controls	Yes
Voice activation	Yes
Streaming audio	Bluetooth yes

Audio Antenna

Type	Integrated roof

LCD Monitors

1st row	2
Primary monitor size (inches)	4.2

Cruise Control

Cruise control	With steering wheel controls

Convenience Features

Driver foot rest	Yes
Retained accessory power	Yes
12V DC power outlet	3
Emergency SOS	911 Assist
Wireless phone connectivity	Bluetooth
Smart device integration	App link

Door Lock Activation

Type	Power with 2 stage unlock
Remote	Keyfob (all doors)
Integrated key/remote	Yes
Auto locking	Yes

Door Lock Type

Rear child safety	Manual
Tailgate/rear door lock	Included with power door locks

Door Locks Extra FOB Controls

Remote engine start	Smart device only

Instrumentation Type

Appearance	Analog

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Lighting malfunction	Yes
Door ajar	Yes	Rear cargo ajar	Yes
Service interval	Yes	Brake fluid	Yes
Low tire pressure	Tire specific		

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Lane departure	Active	Blind spot	Warning
Forward collision	Mitigation	Rear collision	Warning
Pedestrian detection	Prevention		

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed

Window Features

1-touch down	Driver	Tinted	Light

Front Windshield

Wiper	Variable intermittent	Speed sensitive wipers	Yes

Rear Windshield

Wiper	Fixed interval	Defroster	Yes
Window	Fixed		

Interior

Driver Visor

Mirror	Yes

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Carpet
Mats	Carpet front and rear		

Trim Feature

Instrument panel insert	Metal-look/piano black	Gear shifter material	Metal-look
Door panel insert	Metal-look	Console insert	Metal-look
Interior accents	Metal-look		

Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Ignition switch	Yes	Variable IP lighting	Yes

Floor Console Storage

Storage	Covered	Type	Full

Overhead Console Storage

Storage	Yes	Type	Mini

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Rear yes	Yes	Rear door bins	Yes

Cargo Space Trim

Floor	Carpet	Trunk lid/rear cargo door	Plastic

Cargo Space Feature

Tie downs	Yes	Light	Yes
Concealed storage	Yes	Tire mobility kit	Yes

Legroom

Front	42.4"	Rear	40.7"

Headroom

Front	40.0"	Rear	39.3"

Hip Room

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Front	55.2"	Rear	53.3"

Shoulder Room

Front	57.6"	Rear	56.0"

Interior Volume

Passenger volume	104.0 cu.ft.

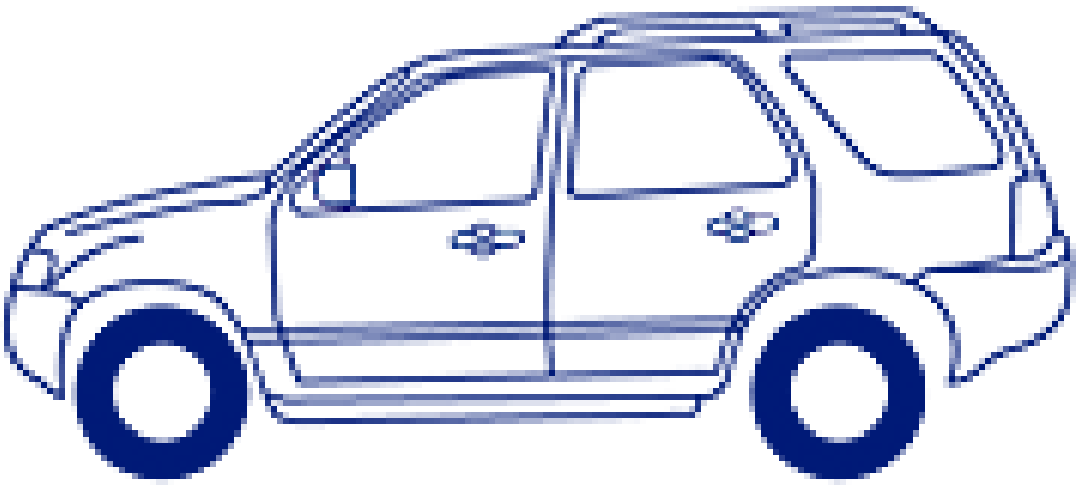
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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR	N/A lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	750 lbs
Curb Weight (as configured)	3,298 lbs
TOTAL	**4,048 lbs**

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Vehicle Dimension and Performance Summary (cont'd)

Payload	0 lbs
Useable Payload	-750 lbs

Useable Payload (-750 lbs) exceeds Payload (0 lbs).

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Warranty

Standard Warranty

Basic

Distance ..... 36,000 miles Months ..... 36 months

Powertrain

Distance ..... 60,000 miles Months ..... 60 months

Corrosion Perforation

Distance ..... Unlimited miles Months ..... 60 months

Roadside Assistance

Distance ..... 60,000 miles Months ..... 60 months

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options

Selected	Code	Description	MSRP
Packages			
☑	100A	Equipment Group 100A	N/C
		Includes: *- Engine: 1.5L EcoBoost* *Includes auto start-stop technology.* *- Transmission: 8-Speed Automatic* *- 3.81 Axle Ratio* *- GVWR: TBD* *- Tires: 225/65R17 AS BSW* *- Wheels: 17" Steel w/Sparkle Silver-Painted Covers* *- Cloth Front Bucket Seats* *Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).* *- Radio: AM/FM Stereo* *Includes 6 speakers and speed compensated volume.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*	
Powertrain			
☑	996	Engine: 1.5L EcoBoost *Includes auto start-stop technology.*	STD
☑	448	Transmission: 8-Speed Automatic	STD
☑	STDAX	3.81 Axle Ratio	STD
☑	STDGV	GVWR: TBD	STD
Wheels & Tires			
☑	STDTR	Tires: 225/65R17 AS BSW	STD
☑	STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	STD

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	64U	Wheels: 17" Shadow Silver-Painted Aluminum	$595.00
☐	51U	Mini Spare Wheel	$110.00
	Replaces tire inflator and sealant kit.		
	Includes mini spare tire, wheel nut wrench and jack.		

Seats & Seat Trim

☑	V	Cloth Front Bucket Seats	STD
	Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).		

Other Options

☑	PAINT	Monotone Paint Application	STD
☑	106WB	106" Wheelbase	STD
☑	STDRD	Radio: AM/FM Stereo	STD
	Includes 6 speakers and speed compensated volume. *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*		
☐	41H	Engine Block Heater	$150.00
☐	153	Front License Plate Bracket	N/C
	Standard in states requiring two license plates and optional to all others.		
☐	47B	Easy Access Cargo Shade	$135.00

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	50B	Front & Rear Floor Liners w/Carpet Mats *Includes standard front and rear carpeted floor mats.*	$200.00
☐	50C	Front & Rear Floor Liners w/o Carpet Mats *Deletes standard front and rear carpeted floor mats.*	$160.00
☐	50Q	Cargo Mat	$100.00
☐	63E	Remote Start System *Long range with confirmation. Includes 2 separate key fobs.*	$495.00
☐	63C	Splash Guards	$210.00

Dealer Installed Options

☐	FHLAH	Cargo Organizer, Soft-Sided Cooler Bag *Includes adjustable carrying strap and Ford logo. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$35.00
☐	BECAG	Cargo Organizer, Soft-Sided Large, Folding *Includes Ford logo. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$90.00
☐	BECAF	Cargo Organizer, Soft-Sided Standard, Folding *Includes Ford logo. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$80.00
☐	J4JAE	Center Console In-Vehicle Safe by Console Vault *Includes coded lock. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$380.00
☐	AHQAB	First Aid Kit *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$50.00

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	AHMAB	Road Side Assistance Kit *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$70.00
☐	D5EAD	Wheel-Locking Lug Nuts *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$75.00

Fleet Options

☐	942	Daytime Running Lamps (DRL) Requires valid FIN code. *Non-configurable. Replaces the standard Configurable Daytime Running Lamps (DRL).*	$45.00
☐	924	Privacy Glass Requires valid FIN code. *2nd row side and liftgate.*	$270.00
☐	60S	Reverse Parking Sensor Requires valid FIN code.	$245.00
☐	96B	Decal Option Up To 8 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96C	Decal Option Up To 12 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96D	Decal Option Up To 18 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	96E	Decal Option Up To 25 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96F	Decal Option Up To 40 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96G	Decal Option Up To 55 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	D9U	Built: Louisville Plant	N/C
☐	31L	Ship Thru: Auto Truck	N/C
☐	31N	Ship Thru: Monroe Truck Equipment Inc.	N/C
☐	31F	Ship-Thru: National Fleet Services	$0.00
☐	31P	Ship-Thru: PalFleet Truck Equipment	N/C
☐	31K	Ship-Thru: Knapheide Truck Equipment	$0.00
☐	31M	Ship-Thru: Manning Truck Equipment	N/C
☐	31V	Ship-Thru: Adrian Steel	$0.00
☐	31J	Ship-Thru: Knapheide - IN	N/C

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	31C	Ship-Thru: KC Truck Systems Inc.	$0.00
☐	31U	Ship-Thru: General Truck Body	N/C
☐	FLADCR	Fleet Advertising Credit	$0.00
☐	FINAL2	Fleet Final Order Date: TBD	N/C
☐	56M	Ford US National Fleet Incentives Ford US National - 10/04/21	$0.00
Emissions			
☑	425	50-State Emissions System	STD
General Info			
☐	ORDER1	Initial Order Date: 08/16/2021	N/C
☐	START1	Start-Up Date: 11/24/2021	N/C
☐	FINAL1	Final Order Date: TBD	N/C
☐	BUILD1	Build-Out Date: TBD	N/C

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220



Client Proposal

Prepared by:
Sandra Gonzalez
Office: 480-696-5930
Email: SGONZALEZ@PEORIAFORD.COM
Date: 01/19/2022

2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Re: Vehicle Proposal 01/19/2022

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Best Regards,

Sandra Gonzalez
GOVERNMENT AND FLEET SALES MANAGER
480-696-5930
SGONZALEZ@PEORIAFORD.COM

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1Y	Base Vehicle Price (W1Y)	$38,125.00
Packages		
101A	Order Code 101A *Includes:* *- Engine: 3.5L PFDi V6 Flex-Fuel* *Includes port injection.* *- Auto Start-Stop Switch Delete* *Deletes button on dash which disables auto start-stop technology. Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active.* *- Transmission: 10-Spd Automatic w/OD & SelectShift* *Includes auxiliary transmission oil cooler.* *- 3.73 Axle Ratio* *- GVWR: 9,500 lbs* *- Tires: 235/65R16C 121/119 R AS BSW* *- Wheels: 16" Silver Steel w/Black Hubcap* *- Dark Palazzo Gray Vinyl Bucket Seats* *Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.* *- Vinyl Front Bucket Seats* *- Radio: AM/FM Stereo* *Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).*	N/C
Powertrain		
998	Engine: 3.5L PFDi V6 Flex-Fuel *Includes port injection.* *Includes:* *- Auto Start-Stop Switch Delete* *Deletes button on dash which disables auto start-stop technology. Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active.*	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift *Includes auxiliary transmission oil cooler.*	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 9,500 lbs	Included
57A	Auto Start-Stop Switch Delete *Deletes button on dash which disables auto start-stop technology. Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active.*	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
V	Vinyl Front Bucket Seats	Included
21G	Dark Palazzo Gray Vinyl Bucket Seats *Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.*	Included
Other Options		
PAINT	Monotone Paint Application	STD
130WB	130" Wheelbase	STD
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD) *The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.*	$325.00
57G	Driver Controlled Front/Rear Aux A/C & Heater *Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van.*	$860.00
58U	Radio: AM/FM Stereo *Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).*	Included
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C
Emissions		
425	50-State Emissions System	STD
Interior Color		
VK_01	Dark Palazzo Gray	N/C

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		$39,310.00
Destination Charge		$1,695.00
TOTAL		$41,005.00

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs

Dimensions

- Exterior length: 219.9"
- Exterior width: 81.3"
- Exterior height: 83.9"
- Wheelbase: 130.0"
- Front track: 68.2"
- Rear track: 68.6"
- Turning radius: 21.5'
- Front legroom: 41.3"
- Front headroom: 40.8"
- Front hiproom: 60.7"
- Front shoulder room: 67.9"
- Cargo volume: 246.7cu.ft.

Powertrain

- 275hp 3.5L DOHC 24 valve V-6 engine with variable valve control, port/direct injection
- Recommended fuel : regular unleaded
- ULEV II
- 10 speed automatic transmission with overdrive
- Rear-wheel drive
- Fuel Economy Cty: N/A
- Fuel Economy Highway: N/A
- Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar
- Rear rigid axle leaf spring suspension with regular shocks
- Electric power-assist rack-pinion Steering
- Front and rear 16 x 6.5 argent steel wheels
- LT235/65SR16 CBSW AS front and rear tires

Body Exterior

- 3 doors
- Sliding right rear passenger
- Driver and passenger power remote, manual folding door mirrors
- Black door mirrors
- Black bumpers
- Clearcoat paint
- Front and rear 16 x 6.5 wheels
- 1 rear tow hook(s)

Convenience

- Manual air conditioning
- * **Rear HVAC**
- * **Cruise control with steering wheel controls**
- * **Ford Co-Pilot360 - ACC with ASLD distance pacing**
- Power front windows
- Driver 1-touch down
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual tilt steering wheel
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Emergency SOS
- Wireless phone connectivity
- 1 1st row LCD monitor
- Front cupholders
- Driver and passenger door bins

Seats and Trim

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

- Seating capacity of 2
- 4-way driver seat adjustment
- Driver armrest
- Front bucket seats
- 4-way passenger seat adjustment
- Metal-look instrument panel insert

Entertainment Features

- AM/FM stereo radio
- External memory control
- 4 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Low tire pressure warning
- Lane departure
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Camera(s) - rear
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- Ford Co-Pilot360 w/Side Wind Stabilization Electronic stability control
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- Manually adjustable front head restraints
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- SecuriLock immobilizer
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights

Curb	4,985 lbs.
Payload	4,460 lbs.
GVWR	9,500 lbs.

Front Weights

Front GAWR	4,130 lbs.

Rear Weights

Rear GAWR	5,750 lbs.

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

General Trailering

Towing capacity	5300 lbs.	GCWR	10800 lbs.

Fuel Tank type

Capacity	25.1 gal.	Capless fuel filler	Yes

Off Road

Load floor height	29 "

Interior cargo

Cargo volume	246.7 cu.ft.	Height	56.9 "
Length	126.0 "	Minimum width	54.8 "
Maximum width	70.2 "		

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.5L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes		

Engine Spec

Bore	3.64"	Compression ratio	11.8:1
Displacement	213 cu.in.	Stroke	3.41"

Engine Power

Output	275 HP @ 6,250 RPM	Torque	260 ft.-lb @ 4,000 RPM

Alternator

Amps	250

Battery

Amp hours	70	Run down protection	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.689	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

9th 0.689
10th 0.636
Reverse Gear ratios 4.866

Transmission Extras

* **Sequential shift control** **Yes**
Oil cooler Regular duty

Drive Type

Type Rear-wheel

Drive Feature

Traction control ABS and driveline

Drive Axle

Ratio 3.73

Exhaust

Material Stainless steel
System type Single

Emissions

CARB ULEV II
EPA Tier 2 Bin 5

fuel Economy

Fuel type Gasoline

Fuel Economy (Alternate 1)

Fuel type E85

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type 4-wheel disc
Vented discs Front
Electric parking brake Yes

Brake Assistance

Brake assist Yes
Hill hold control Yes

Suspension Control

Ride Regular
Electronic stability control Stability control with anti-roll

Front Suspension

Independence Independent
Type Strut
Anti-roll bar Regular

Front Spring

Type Coil
Grade Regular

Front Shocks

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Type ..... Regular

Rear Suspension

Independence ..... Rigid axle
Type ..... Leaf

Rear Spring

Type ..... Leaf
Grade ..... Regular

Rear Shocks

Type ..... HD

Steering

Activation ..... Electric power-assist
Type ..... Rack-pinion

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter ..... 16"
Width ..... 6.50"

Rear Wheels

Diameter ..... 16"
Width ..... 6.50"

Spare Wheels

Wheel material ..... Steel

Front and Rear Wheels

Appearance ..... Argent
Material ..... Steel
Covers ..... Hub

Front Tires

Aspect 65
Diameter ..... 16"
Sidewalls ..... BSW
Speed ..... S
Tread ..... AS
Type ..... LT
Width 235mm
LT load rating C
RPM 720

Rear Tires

Aspect 65
Diameter ..... 16"
Sidewalls ..... BSW
Speed ..... S
Tread ..... AS
Type ..... LT
Width 235mm
LT load rating C
RPM 720

Spare Tire

Mount ..... Underbody w/crankdown
Type ..... Full-size

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Wheels

Front track	68.2"	Rear track	68.6"
Turning radius	21.5'	Wheelbase	130.0"

Body Features

Front license plate bracket	Yes	Body material	Fully galvanized steel
Side impact beams	Yes	Rear tow hook(s)	1

Body Doors

Door count	3	Right rear passenger	Sliding
Cargo	Split swing-out		

Exterior Dimensions

Length	219.9"	Body width	81.3"
Body height	83.9"	Front bumper to Front axle	40.3"
Side door opening height	49.6"	Side door opening width	51.2"
Rear door opening height	49.5"	Rear door opening width	61.7"
Rear door opening degree	180.0		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st row
Passenger front-impact	Cancellable	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Security

Immobilizer	SecuriLock	Panic alarm	Yes

Seating

Passenger Capacity

Capacity	2

Front Seats

Split	Buckets	Type	Bucket

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Passenger seat

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Fore/aft ..... Manual
Way direction control 4
Reclining ..... Manual

Front Head Restraint

Control ..... Manual
Type ..... Adjustable

Front Armrest

Driver ..... Yes

Front Seat Trim

Material ..... Vinyl
Back material ..... Vinyl

Convenience

AC And Heat Type

Air conditioning ..... Manual
* **Underseat ducts** ..... **Yes**
* **Rear HVAC** ..... **Yes**

Audio System

Auxiliary audio input ..... Yes
Radio grade ..... Regular
External memory control ..... External memory control
Radio ..... AM/FM stereo
Seek-scan ..... Yes

Audio Speakers

Speaker type ..... Regular
Speakers 4

Audio Controls

Steering wheel controls ..... Yes
Streaming audio ..... Bluetooth yes

Audio Antenna

Type ..... Fixed

LCD Monitors

1st row 1
Primary monitor size (inches) 4

Cruise Control

* **Cruise control** ..... **With steering wheel controls**
* **Distance pacing** ..... **Ford Co-Pilot360 - ACC with ASLD**

Convenience Features

Driver foot rest ..... Yes
Emergency SOS ..... Integrated
12V DC power outlet 2
Wireless phone connectivity ..... Bluetooth

Door Lock Activation

Type ..... Power with 2 stage unlock
Integrated key/remote ..... Yes
Remote ..... Keyfob (all doors)
Auto locking ..... Yes

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Door Lock Type

Tailgate/rear door lock: Included with power door locks

Instrumentation Type

Appearance: Analog

Instrumentation Gauges

Tachometer: Yes
Engine temperature: Yes

Instrumentation Warnings

Oil pressure: Yes
Battery: Yes
Key: Yes
Door ajar: Yes
Service interval: Yes
Low tire pressure: Yes
Engine temperature: Yes
Lights on: Yes
Low fuel: Yes
Rear cargo ajar: Yes
Brake fluid: Yes

Instrumentation Displays

Clock: In-radio display
Camera(s) - rear: Yes
Systems monitor: Yes

Instrumentation Feature

Trip odometer: Yes
Forward collision: Mitigation
Lane departure: Warning

Steering Wheel Type

Material: Urethane
Telescoping: Manual
Tilting: Manual

Front Side Windows

Window 1st row activation: Power

Window Features

1-touch down: Driver
Laminated glass: Yes
Tinted: Light

Front Windshield

Wiper: Variable intermittent

Interior

Headliner

Coverage: Front
Material: Cloth

Floor Trim

Coverage: Front
Covering: Vinyl/rubber

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Trim Feature

Instrument panel insert ..... Metal-look
Gear shifter material ..... Urethane

Lighting

Dome light type ..... Fade
Front reading ..... Yes
Illuminated entry ..... Yes
Variable IP lighting ..... Yes

Floor Console Storage

Storage ..... Yes
Type ..... Partial

Storage

Driver door bin ..... Yes
Front Beverage holder(s) ..... Yes
Glove box ..... Locking
Passenger door bin ..... Yes
Instrument panel ..... Bin

Cargo Space Feature

Light ..... Yes

Legroom

Front ..... 41.3"

Headroom

Front ..... 40.8"

Hip Room

Front ..... 60.7"

Shoulder Room

Front ..... 67.9"

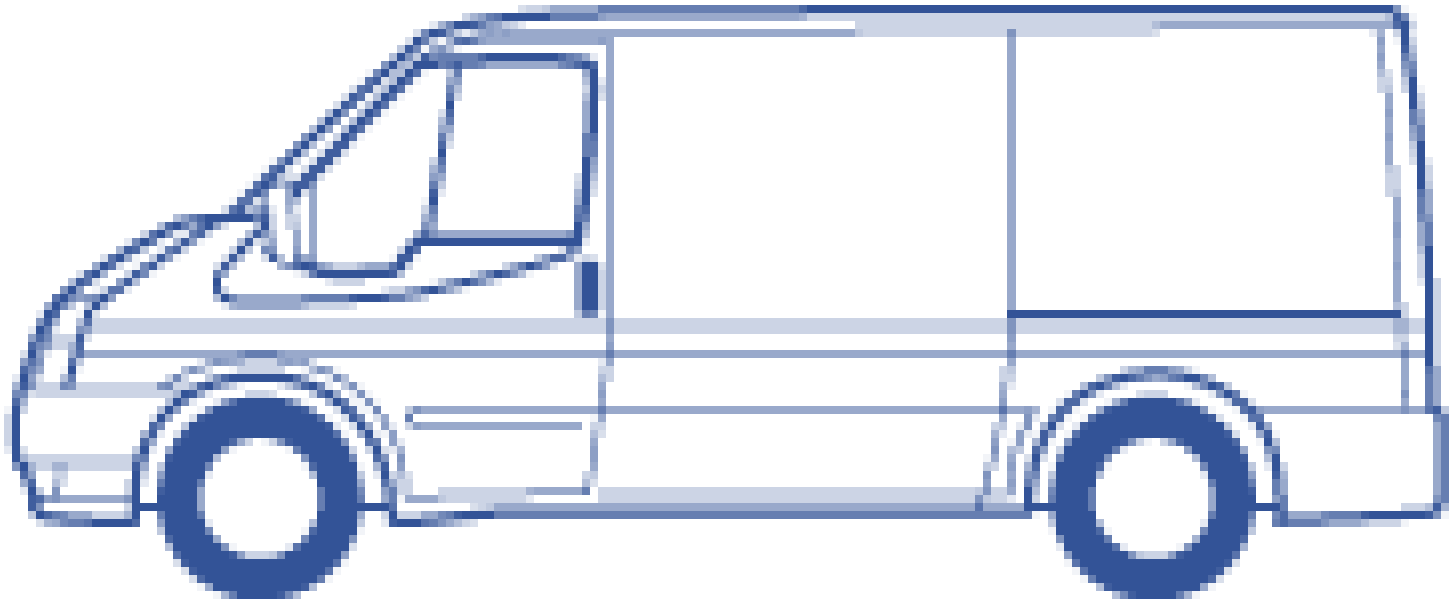
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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Vehicle Dimension and Performance Summary (cont'd)

Light Duty

GVWR	9,500 lbs

GVW Totals

1 Payload - (Added Equipment)	0 lbs
Occupants Weight	300 lbs
Curb Weight (as configured)	4,985 lbs
TOTAL	**5,285 lbs**
Payload	4,460 lbs
Useable Payload	4,160 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Prepared for: , STATE OF ARIZONAAZ

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225



Client Proposal

Prepared by:
Sandra Gonzalez
Office: 480-696-5930
Email: SGONZALEZ@PEORIAFORD.COM

Quote ID: F150STATE
Date: 01/19/2022

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

, STATE OF ARIZONAAZ

Re: Quote ID F150STATE 01/19/2022

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Best Regards,

Sandra Gonzalez
GOVERNMENT AND FLEET SALES MANAGER
480-696-5930
SGONZALEZ@PEORIAFORD.COM

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F1C	Base Vehicle Price (F1C)	$29,990.00
Packages		
100A	Equipment Group 100A Standard *Includes:* *- Engine: 3.3L V6 PFDI* *Includes auto start-stop technology and flex-fuel capability.* *- Transmission: Electronic 10-Speed Automatic* *Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.* *- 3.55 Axle Ratio* *- GVWR: 6,010 lbs Payload Package* *- Tires: 245/70R17 BSW A/S* *- Wheels: 17" Silver Steel* *- Cloth 40/20/40 Front Seat* *Includes 2-way manual driver/passenger adjustment and armrest.* *- Radio: AM/FM Stereo w/4 Speakers* *Includes auxiliary audio input jack.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.*	N/C
Powertrain		
99B	Engine: 3.3L V6 PFDI *Includes auto start-stop technology and flex-fuel capability.*	Included
44G	Transmission: Electronic 10-Speed Automatic *Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.*	Included
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,010 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
C	Cloth 40/20/40 Front Seat *Includes 2-way manual driver/passenger adjustment and armrest.*	Included
Other Options		
122WB	122" Wheelbase	STD

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers *Includes auxiliary audio input jack.* *Includes:* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.*	Included
85A	XL Power Equipment Group *Includes:* *- Power Glass Sideview Mirrors w/Black Skull Caps* *Includes heat and manual-folding.* *- Illuminated Entry* *- MyKey* *- Perimeter Alarm* *- Power Door Locks* *Includes flip key and integrated key transmitter keyless-entry (includes Autolock).* *- Power Tailgate Lock* *- Power Front Windows*	$970.00

Fleet Options

50S	Cruise Control Requires valid FIN code.	$225.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C

Interior Color

CS_01	Black	N/C

Exterior Color

YZ_01	Oxford White	N/C

SUBTOTAL	$31,185.00
Destination Charge	$1,695.00
TOTAL	$32,880.00

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs

Dimensions

- Exterior length: 209.1"
- Exterior width: 79.9"
- Exterior height: 75.6"
- Wheelbase: 122.0"
- Turning radius: 20.6'
- Min ground clearance: 8.7"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 64.7cu.ft.
- Approach angle: 24.8 deg
- Departure angle: 24.6 deg
- Maximum cargo volume: 8.8cu.ft.
- Box length: 78.0"

Powertrain

- 290hp 3.3L DOHC 24 valve V-6 engine with Ti-VCT variable valve control, port/direct injection
- Auto stop-start feature
- Driver selectable mode
- Recommended fuel : regular unleaded
- LEV3-ULEV70
- 10 speed automatic transmission with overdrive
- Rear-wheel drive
- Fuel Economy City: 19 mpg
- Fuel Economy Highway: 24 mpg
- Capless fuel filler

Suspension/Handling

- Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- Rear rigid axle leaf spring suspension with gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- Front and rear 17 x 7.5 silver steel wheels
- P245/70SR17 BSW AS front and rear tires

Body Exterior

- 2 doors
- * **Driver and passenger power remote heated, manual folding door mirrors**
- Black door mirrors
- Black bumpers
- Bed-rail protectors
- Easy lift tailgate
- Trailer harness
- Box style: regular
- Clearcoat paint
- Front and rear 17 x 7.5 wheels

Convenience

- Manual air conditioning
- * **Cruise control with steering wheel controls**
- * **Power front windows**
- * **Driver and passenger 1-touch up**
- * **Driver and passenger 1-touch down**
- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual tilt steering wheel
- Manual telescopic steering wheel
- Day-night rearview mirror
- FordPass Connect 4G internet access
- SYNC 4 911 Assist emergency SOS
- Wireless phone connectivity
- 2 1st row LCD monitors
- Front cupholders

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

- Passenger visor mirror
- Driver and passenger door bins
- Full overhead console

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- Centre front armrest
- Front 40-20-40 split-bench seat
- 4-way passenger seat adjustment
- Cloth seat upholstery

Entertainment Features

- AM/FM stereo radio with radio data system
- SYNC 4 external memory control
- 4 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- Lane departure
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Voltmeter
- Compass
- Camera(s) - rear
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac with Curve Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * **Remote activated perimeter/approach lighting**
- * **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- * **Power remote door locks with 2 stage unlock and panic alarm**
- * **MyKey restricted driving mode**
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

* **Curb**	**4,027 lbs.**	GVWR	6,010 lbs.
Payload	1,985 lbs.		

Front Weights

Front GAWR	2,850 lbs.	* **Front curb weight**	**2,358 lbs.**
Front axle capacity	3,750 lbs.	Front spring rating	2,850 lbs.
Front tire/wheel capacity	4,050 lbs.		

Rear Weights

Rear GAWR	3,500 lbs.	* **Rear curb weight**	**1,669 lbs.**
Rear axle capacity	4,800 lbs.	Rear spring rating	3,500 lbs.
Rear tire/wheel capacity	4,498 lbs.		

Trailering Type

Harness	Yes	Trailer sway control	Yes

General Trailering

5th-wheel towing capacity	5000 lbs.	Gooseneck towing capacity	5000 lbs.
Towing capacity	5000 lbs.	GCWR	9400 lbs.

Fuel Tank type

Capacity	23.01 gal.	Capless fuel filler	Yes

Off Road

Approach angle	25 deg	Departure angle	25 deg
Ramp breakover angle	22 deg	Min ground clearance	9 "
Load floor height	34 "		

Exterior cargo

Length	78.0 "	Minimum width	51.1 "
Volume	62.3 cu.ft.	Pickup box depth	21.4 "
Maximum width	65.2 "	Tailgate width	60.3 "

Interior cargo

Maximum cargo volume	8.8 cu.ft.

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Ti-VCT		

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Engine Spec

Bore	3.56"	Compression ratio	12.0:1
Displacement	204 cu.in.	Stroke	3.41"

Engine Power

Output	290 HP @ 6,500 RPM	Torque	265 ft.-lb @ 4,000 RPM

Alternator

Amps	200

Battery

Amp hours	70	Cold cranking amps	610
Run down protection	Yes		

Engine Extras

Auto stop-start feature	Yes	Driver selectable mode	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	* **Sequential shift control**	**Yes**

Drive Type

Type	Rear-wheel

Drive Feature

Traction control	ABS and driveline

Drive Axle

Ratio	3.55

Exhaust

Material	Stainless steel	System type	Single

Emissions

CARB	LEV3-ULEV70	EPA	Tier 3 Bin 70

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

fuel Economy

City	19 mpg	Highway	24 mpg
Fuel type	Gasoline	Combined	21 mpg

Fuel Economy (Alternate 1)

City	14 mpg	Highway	18 mpg
Fuel type	E85	Combined	16 mpg

Green Values

Energy Impact Score (Barrels per year)	15.7	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	8.4
* **Energy Impact Score (Barrels per year)**	**4.7**		

Driveability

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear
Electric parking brake	Yes		

Brake Assistance

Brake assist	Yes	Hill hold control	Yes

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll

Front Suspension

Independence	Independent	Type	Double wishbone
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular

Front Shocks

Type	Gas-pressurized

Rear Suspension

Independence	Rigid axle	Type	Leaf

Rear Spring

Type	Leaf	Grade	Regular

Rear Shocks

Type	Gas-pressurized

Steering

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Activation ..... Electric power-assist
Type ..... Rack-pinion

Steering Specs

# of wheels 2

Exterior

Front Wheels

Diameter ..... 17"
Width ..... 7.50"

Rear Wheels

Diameter ..... 17"
Width ..... 7.50"

Spare Wheels

Wheel material ..... Steel

Front and Rear Wheels

Appearance ..... Silver
Covers ..... Hub
Material ..... Steel

Front Tires

Aspect 70
Sidewalls ..... BSW
Tread ..... AS
Width 245mm
Diameter ..... 17"
Speed ..... S
Type ..... P

Rear Tires

Aspect 70
Sidewalls ..... BSW
Tread ..... AS
Width 245mm
Diameter ..... 17"
Speed ..... S
Type ..... P

Spare Tire

Mount ..... Underbody w/crankdown
Type ..... Full-size

Wheels

Turning radius ..... 20.6'
Wheelbase ..... 122.0"

Body Features

Body material ..... Aluminum
Active grille shutters ..... Yes
Side impact beams ..... Yes

Body Doors

Door count 2
Cargo ..... Tailgate

Pickup

Box style ..... Regular
Easy lift tailgate ..... Yes
Bed-rail protectors ..... Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Exterior Dimensions

Length	209.1"	Body width	79.9"
Body height	75.6"	Frame section modulus	4.7cu.in.
Frame yield strength (psi)	34800.0	Front bumper to Front axle	37.8"

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Security

Immobilizer	SecuriLock	* **Panic alarm**	**Yes**
* **Restricted driving mode**	**MyKey**		

Seating

Passenger Capacity

Capacity	3

Front Seats

Split	40-20-40	Type	Split-bench

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable

Front Armrest

Centre	Yes

Front Seat Trim

Material	Cloth	Back material	Carpet

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Convenience

AC And Heat Type

Air conditioning ..... Manual

Audio System

Auxiliary audio input ..... Yes
Radio data system ..... Yes
Seek-scan ..... Yes
Radio ..... AM/FM stereo
Radio grade ..... Regular
External memory control ..... SYNC 4

Audio Speakers

Speaker type ..... Regular
Speakers 4

Audio Controls

Speed sensitive volume ..... Yes
Voice activation ..... Yes
Steering wheel controls ..... Yes
Streaming audio ..... Bluetooth yes

Audio Antenna

Type ..... Fixed

LCD Monitors

1st row 2
Primary monitor size (inches) 8

Cruise Control

* **Cruise control** ..... **With steering wheel controls**

Convenience Features

* **Retained accessory power** ..... **Yes**
Wireless phone connectivity ..... SYNC 4
Emergency SOS ..... SYNC 4 911 Assist
Smart device integration ..... Mirroring

Door Lock Activation

* **Type** ..... **Power with 2 stage unlock**
* **Integrated key/remote** ..... **Yes**
* **Remote** ..... **Keyfob (all doors)**
* **Auto locking** ..... **Yes**

Door Lock Type

* **Tailgate/rear door lock** ..... **Included with power door locks**

Door Locks Extra FOB Controls

Remote engine start ..... Smart device only

Instrumentation Type

Appearance ..... Analog

Instrumentation Gauges

Tachometer ..... Yes
Oil pressure ..... Yes

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Engine temperature	Yes	Voltmeter	Yes
Transmission fluid temp	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Camera(s) - rear	Yes

Instrumentation Feature

Trip odometer	Yes	Lane departure	Active
Forward collision	Mitigation	Pedestrian detection	Prevention

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

* **Window 1st row activation**	**Power**

Window Features

* **1-touch down**	**Driver and passenger**	* **1-touch up**	**Driver and passenger**
Tinted	Light		

Front Windshield

Wiper	Variable intermittent

Rear Windshield

Window	Fixed

Interior

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Vinyl/rubber

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Trim Feature

Gear shifter material	Urethane	Cabback insulator	Yes
Interior accents	Metal-look		

Lighting

Dome light type	Fade	Front reading	Yes
* **Illuminated entry**	**Yes**	Variable IP lighting	Yes

Overhead Console Storage

Storage	Yes	Type	Full

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Instrument panel	Bin	Dashboard	Yes

Legroom

Front	43.9"

Headroom

Front	40.8"

Hip Room

Front	62.5"

Shoulder Room

Front	66.7"

Interior Volume

Passenger volume	64.7 cu.ft.

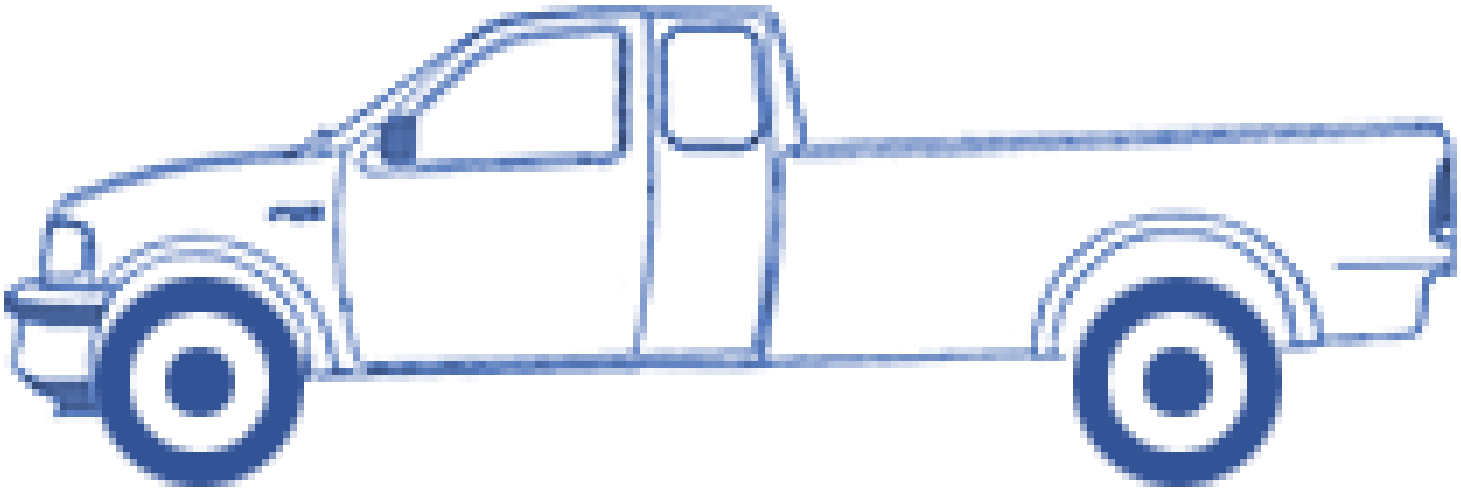
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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR	6,010 lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	450 lbs
Curb Weight (as configured)	4,027 lbs
TOTAL	**4,477 lbs**

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Vehicle Dimension and Performance Summary (cont'd)

Payload	1,985 lbs
Useable Payload	1,535 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

7. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Gregory Conlin, Public Works Manager - Fleet Services

Co-Submitter: Emily Markel

Date: 10/10/2022

Meeting Date: 10/18/2022

TITLE:

Consideration and Approval of Contract: Purchase one (1) Residential Automated Side Load Refuse truck and one (1) Commercial Front Load Refuse Truck from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement in the total amount of $699,471.56, plus additional costs and fees.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of one (1) Residential Automated Side Load Refuse Truck in the amount of $349,963.21 and one (1) Commercial Front Load Refuse Truck in the amount of $349,508.35 for a total purchase amount of $699,471.56 from Rush Truck Center Arizona through the Houston-Galveston Area Council Cooperative Purchase Agreement HGACBuy, Contract No. HT06-20.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Solid Waste Commercial Program uses front load refuse trucks daily to collect commercial refuse and recyclable materials. Consistent reliability of these vehicles is necessary to ensure that the Solid Waste program can provide services to City facilities, privately owned businesses and maintain our contractual obligations with Northern Arizona University (NAU), Flagstaff Unified School District (FUSD), and others.

The Solid Waste Residential Program uses an automated side load refuse truck (ASL) in the daily collection of refuse and recyclable materials from residential homes throughout the City. Per state statute, the City shall facilitate or provide twice weekly collection of refuse and recyclable materials from our City residents.

The purchase of these trucks has been approved by the Fleet Management Committee and the trucks being replaced meet the City's Fleet Management replacement criteria. These trucks will be replacing vehicles that are fourteen (14) years old. The new trucks will have far superior emission standards and fuel efficiencies making them more environmentally beneficial.

These particular trucks are available for purchase now and delivery within 3-4 months. One is currently in production while the second one is built and has been used as a demonstration model with never being titled or sold. This is a unique opportunity to acquire refuse trucks at today's pricing and not having to wait 18-24 months for delivery.

The equipment warranty and services are supported locally in Flagstaff by Rush (Peterbilt) Truck Centers Arizona.

Financial Impact:

The Solid Waste Collection Program has $1,652,325.60 remaining budget capacity in the Fleet Capital line item for the replacement of collection trucks in FY 2022-23 in accounts 211-06-166-0641-0-4401, 211-06-166-0644-0-4401. The Section is planning on utilizing $699,471.56 of those funds for the purchase of two (2) vehicles.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Deliver outstanding services to residents through a healthy well maintained infrastructure system.

Carbon Neutrality Plan

Actively manage and protect all environmental and natural resources while implementing sustainable building practices and alternative energy and transportation options.

Regional Plan

Policy PF.I.2. Allocate available public resources necessary for the City and County to prepare and adapt for natural and human-caused hazards so that all government operations support community resiliency.

Goal LU.7. Provide for public services and infrastructure.

Has There Been Previous Council Decision on This:

No. These trucks are budgeted in FY 2022-2023 and are replacement trucks for Solid Waste Collection Operations. The old trucks will be kept in reserve or used for spare parts as the manufacturer of one the chassis is no longer in business and with supply chain uncertainty, a need may arise to continue to use these trucks to supplement collection operations.

Background/History:

Houston-Galveston Area Council of Governments (HGACBuy) has Contract HT06-20 to supply materials and/or services. Contractor is an authorized distributor of the HGACBuy materials and/or services, which was awarded through a competitive and open procurement process. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract. The City Procurement team has utilized the Agency Contract for better competitive pricing of material.

Attachments:

Rush Cooperative
Exhibit A - Rush Quote
Exhibit B - Agency Contract
Exhibit B - Agency Contract Extension
Photo 1
Photo 2

COOPERATIVE PURCHASE CONTRACT
Contract No. 2023-35

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 Rush Truck Centers of Arizona, Inc., a State of Arizona Corporation ("Contractor").

RECITALS:

A. Houston-Galveston Area Council of Governments (HGACBuy) has Contract HT06-20 to supply materials and/or services ("Agency Contract");

B. Contractor is an authorized distributor of the HGACBuy materials and/or services, which was awarded through a competitive and open procurement process; 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) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

ONE (1) FRONT LOADER SOLID WASTE TRUCK
ONE (1) SIDE LOADER SOLID WASTE TRUCK

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 six hundred ninety-nine thousand, four hundred and seventy-one dollars and fifty-six cents **($699,471.56) 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.

Rush Truck Centers of Arizona, Inc.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

QUOTES (attached)

EXHIBIT B
AGENCY CONTRACT

#HT06-20 with the Houston-Galveston Area Council Government (attached)

Rush Truck Center, Phoenix
9600 W. Roosevelt St.
Tolleson, AZ 85353
602-422-8100

ASL

Customer Proposal Letter

City of Flagstaff
3200 West Route 66
Flagstaff, Az 86001

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2021 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: Inventory/Demo Unit - Only 1 Available
Peterbilt 520 with New Way ASL Body - Previous Demo Truck
Double Brake Pedal and Undercab Foam Included

		Total
Quantity		
Truck Price per Unit	$ 322,870.00	$ 322,870.00
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 322,870.00	$ 322,870.00
Optional Extended Warranty(ies)		
State Sales Tax	$ 26,798.21	$ 26,798.21
Additional Taxes	$ 25.00	$ 25.00
Documentary Fee	$ 250.00	$ 250.00
Tire Recycling Program	$ 20.00	$ 20.00
Total Sales Price	$ 349,963.21	$ 349,963.21
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 349,963.21	$ 349,963.21

Sales Representative _____ Signature | Byron Haught Printed Name | Date

Purchaser _____ Signature | _____ Printed Name / Title | Date

Accepted by Sales Manager or General Manager _____ Signature | _____ Printed Name | Date

Quote good until 10/13/2022 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above Listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

[1] Includes subscription period for # of specified months. [2] Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. [3] Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. [4] Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

Rush Truck Center, Phoenix
9600 W. Roosevelt St.
Tolleson, AZ 85353
602-422-8100

FM LD

Customer Proposal Letter

City of Flagstaff
3200 West Route 66
Flagstaff, Az 86001

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2022 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: Inventory/Demo Unit - Only 1 Available
Peterbilt 520 with New Way Body - Previous Demo Truck
Double Brake Pedal and Undercab Foam Included

		Total
Quantity		
Truck Price per Unit	$ 322,450.00	$ 322,450.00
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 322,450.00	$ 322,450.00
Optional Extended Warranty(ies)		
State Sales Tax	$ 26,763.35	$ 26,763.35
Additional Taxes	$ 25.00	$ 25.00
Documentary Fee	$ 250.00	$ 250.00
Tire Recycling Program	$ 20.00	$ 20.00
Total Sales Price	$ 349,508.35	$ 349,508.35
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 349,508.35	$ 349,508.35

Sales Representative _____ (Signature) Byron Haught (Printed Name) _____ (Date)

Purchaser _____ (Signature) _____ (Printed Name / Title) _____ (Date)

Accepted by Sales Manager or General Manager _____ (Signature) _____ (Printed Name) _____ (Date)

Quote good until 10/13/2022 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

[1] Includes subscription period for 8 of specified months. [2] Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. [3] Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. [4] Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

DocuSign Envelope ID: 35BB456C-26B2-4909-8442-9A3A70CD5A20

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Rush Truck Centers of Texas, LP, hereinafter referred to as the Contractor, having its principal place of business at 10200 North Loop East, Houston, TX 77029.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2020 and ends May 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Rush Truck Centers of Texas, LP

Signature DocuSigned by: Chris Wilson 11611BBC116D4D6...

Name Chris Wilson

Title Regional General Manager

Date 3/31/2020

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 3/26/2020

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Attachment A
Rush Truck Centers of Texas, LP
Medium and Heavy Trucks & Truck Bodies
Contract No. HT06-20

Applicable items are the models listed in the table below, in their factory standard configurations, as well as any pricing documents included in the awardee's bid response.

H-GAC Product Code	Brand	Model Description	Price
HT0620E1	Hino	M-Series (155), COE, Diesel, 14,500# GVWR, SRA	$40,030
HT0620E2	Hino	M-Seris (195), COE, Diesel, 17,950# GVWR, SRA	$45,307
HT0620E3	Hino	M-Series (195), COE, Diesel, 19,500# GVWR, SRA	$46,707
HT0620E4	Hino	M-Series (195), COE, Hybrid, 19,500# GVWR, SRA	$58,240
HT0620E5	Hino	L-Series (238), Conventional Cab, Diesel, 23,000# GVWR, SRA	$58,558
HT0620E6	Hino	L-Series (258ALP), Conventional Cab, Diesel, Low Profile, Air Brakes, 25,500# GVWR, SRA	$60,970
HT0620E7	Hino	L-Series (258LP), Conventional Cab, Diesel, Low Profile, 25,500# GVWR, SRA	$59,550
HT0620E8	Hino	L-Series (268), Conventional Cab, Diesel, 25,950# GVWR, SRA	$59,680
HT0620E9	Hino	L-Series (268A), Conventional Cab, Diesel, Air Brakes, 25,950# GVWR, SRA	$61,100
HT0620E10	Hino	L-Series (338), Conventional Cab, Diesel, 33,000# GVWR, SRA	$62,850
HT0620E11	Hino	XL-7, Conventional Cab, Diesel, 33,000# GVWR, SRA	$69,009
HT0620E12	Hino	XL-8, Conventional Cab, Diesel, 34,200# GVWR, SRA	$70,149
HT0620G1	Isuzu	NPR-HD, COE, Gas, 14,500# GVWR, SRA (2020)	$32,019
HT0620G2	Isuzu	NPR-HD, COE, Diesel, 14,500# GVWR, SRA (2021)	$37,904
HT0620G3	Isuzu	NPR-XD, COE, Diesel, 16,000# GVWR, SRA (2021)	$39,448
HT0620G4	Isuzu	NQR, COE, Diesel, 17,950# GVWR, SRA (2021)	$41,767
HT0620G5	Isuzu	NRR, COE, Diesel, 19,500# GVWR, SRA (2021)	$42,860
HT0620G6	Isuzu	FTR, COE Diesel, 25,950# GVWR, SRA (2021)	$60,923
HT0620J1	Peterbilt	220, COE, SRA	$87,154
HT0620J2	Peterbilt	520, COE, SRA	$128,932
HT0620J3	Peterbilt	520, COE, TRA	$134,407
HT0620J4	Peterbilt	325, Conventional Cab, SRA	$101,165
HT0620J5	Peterbilt	330, Conventional Cab, SRA	$80,960
HT0620J6	Peterbilt	337, Conventional Cab, SRA	$86,748
HT0620J7	Peterbilt	348, Conventional Cab, SRA	$95,763
HT0620J8	Peterbilt	348, Conventional Cab, TRA	$103,172
HT0620J9	Peterbilt	365, Conventional Cab, SRA	$113,467
HT0620J10	Peterbilt	365, Conventional Cab, TRA	$121,107
HT0620J11	Peterbilt	367, Conventional Cab, SRA	$122,995
HT0620J12	Peterbilt	367, Conventional Cab, TRA	$125,524
HT0620J13	Peterbilt	389, Conventional Cab, TRA	$146,236
HT0620J14	Peterbilt	567, Conventional Cab, TRA	$130,324
HT0620J15	Peterbilt	579, Conventional Cab, TRA	$133,549

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AMENDMENT No. 1 to CONTRACT No. HT06-20
For
Medium and Heavy Trucks & Truck Bodies
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Rush Truck Centers of Arizona, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 2/28/2022

Signed for: **Rush Truck Centers of Arizona, Inc.**

DocuSigned by:
C10BC334653D43A...

Printed Name & Title: Chris Ryan Regional Gen. MGr.

Date: 2/16/2022


CITY OF FLAGSTAFF-ARIZONA
SOLID WASTE
G8210
Peterbilt


MAMMOTH
SOLID WASTE
G8308
Peterbilt

7. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Gregory Conlin, Public Works Manager - Fleet Services

Co-Submitter: Mark Wilson and Patrick O'Connor

Co-Submitter: Emily Markel

Date: 10/10/2022

Meeting Date: 10/18/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with Courtesy Auto of Mesa for the purchase of two (2) 2023 Ram 4500 4x4 Cab/Chassis and one (1) 2023 Ram 2500 4x4 Cab/Chassis in the total amount of $185,784.54.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Courtesy Auto of Mesa for two (2) 2023 Ram 4500 4x4 Cab/Chassis in the amount of $63,198.70 ($126,397.40 for both) for Water Distribution and one (1) 2023 Ram 2500 4x4 Cab/Chassis in the amount of $59,387.14 for the Flagstaff Fire Department for a total of $185,784.54; and
2. Authorize the City Manager to execute all the necessary documents for the purchase of these three (3) vehicles.

Executive Summary:

Water Services Distribution provides new service hook-ups and emergency repairs to the City's residential and commercial customers drinking water supply. These trucks are specially outfitted with the necessary equipment that includes a heavy duty crane used in the replacement of valves and piping. The cab/chassis required to support this function is not currently available in an alternative fueled vehicle. A similar situation exists with the retrofitting our current Rescue 1, F2039, onto a new cab/chassis. The purchase of the two (2) Ram 4500 Cab/Chassis will replace W2076 and W2077, which are both 2006 Ford F450 Service Trucks that are rapidly reaching the end of their useful life.

Flagstaff Fire Department's Rescue 1 (F2039) is used as a backup to Rescue 2 and 3 which are able to transport patients whereas, Rescue 1 does not have that ability. It is used as a backup to these vehicles. It is also used in support of fire assignments out of district. It usually pulls a trailer with one of Flagstaff Fire Department's ATV vehicles transporting Paramedics to fire lines. Vehicles used on assignment can travel throughout the west and must meet stringent quality inspections. An alternate fueled vehicle with these service duty requirements are not yet available in the commercial markets. The Ram 2500 Cab/Chassis will be replacing the Cab/Chassis on F2039, a 2006 Ford F350 1 ton with a Rescue Utility body that will be re-mounted onto the new 3/4 ton Cab/Chassis.

All three (3) of these vehicles have been approved by the Fleet Management Committee having met the City's replacement criteria based on millage, age, appearance and actual repair history and estimated

future repairs.

Financial Impact:

The Water Service Distribution vehicles have been budgeted in fiscal 2022-2023 through account numbers 202-08-303-1051-0-4401 and 202-08-303-1052-0-4401.

The Flagstaff Fire Departments replacement vehicle for Rescue 1 is budgeted in fiscal 2022-2023 through account number 001-03-051-0203-2-4401.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
Provide public safety services with resources, staff & training responsive to the community's needs.

Carbon Neutrality Plan

Actively manage and protect all environmental and natural resources while implementing sustainable building practices and alternative energy and transportation options.

Regional Plan

Policy WR.2.2. Maintain and develop facilities to provide reliable, safe and cost-effective water, wastewater, and reclaimed water services.
Policy PF.3.I. Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operation, plans, public policies, population served, and monies available.

Has There Been Previous Council Decision on This:

No.

Background/History:

City Procurement staff identified a cooperative purchase agreement through the State of Arizona, Procurement Department, Public Sector. That procurement was conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059322 with Contractor (“Agency Contract”).

Attachments:

contract 2023-34
Exhibit A
Exhibit A.2
Exhibit B agency contract
Exhibit B - Pricing

COOPERATIVE PURCHASE CONTRACT
Contract No. 2023-34

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 Courtesy Auto of Mesa DBA Courtesy Chrysler Jeep Ram of Superstition Springs, an Arizona Corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Ram vehicles;

B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059314 with Contractor ("Agency Contract"); 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) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

2023 Ram 2500 Truck FFD

Two (2) 2023 Ram 4500 Trucks Water Services

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 one hundred eighty-five thousand seven hundred eighty-four dollars and fifty-four cents **($185,7784.54) in addition to 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.

Courtesy Auto of Mesa:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
QUOTES (attached)

EXHIBIT B
AGENCY CONTRACT

1. Offer & Acceptance, Agency Contract Award Request for Proposal Solicitation No. BPM004157
2. Courtesy Auto of Mesa, an Arizona Corporation DBA Courtesy Chrysler Jeep Ram of Superstition Springs 2022 Pricing

FIRE Repairs F2030 White Lighting

001-03-051-0203-2-4401

COURTESY AUTO OF MESA

STATE CONTRACT # CTR059314

STATE CONTRACT
VEHICLE QUOTE

CONTRACT VEHICLE	**2023 RAM 2500** **CAB/CHASSIS, 4X4, TRADESMAN PKG** **BED DELETE - 10,000 GVWR**	
CONTRACT PRICE	**PER ATTACHED SPECS** **6.4L V8 HEMI, AUTO, A/C**	**$ 54,831.15**

INCLUDES-
POWER WINDOWS, LOCKS, TILT,
CRUISE, REAR VISION CAMERA

BRIGHT WHITE

APPROX 1ST QTR PRODUCTION
9/16/22 - FLEET ORDER CUTOFF

TOTAL	**$ 54,831.15**
TIRE TAX	**$ 5.00**
TAX	**$ 4,550.99**
GRAND TOTAL	**$ 59,387.14**

PLEASE REMIT PAYMENT TO:
COURTESY AUTO OF MESA
6130 E AUTO PARK DR
MESA, AZ 85206

Vehicle: [Retail] 2023 Ram 2500 (DJ7L92) Tradesman 4x4 Crew Cab 8' Box (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
DJ7L92	2023 Ram 2500 Tradesman 4x4 Crew Cab 8' Box	$50,635.00

COLORS

CODE	DESCRIPTION
PW7	Bright White Clearcoat

OPTIONS

CODE	DESCRIPTION	MSRP
ESB	Engine: 6.4L V8 Heavy Duty HEMI MDS (STD)	$0.00
DFX	Transmission: 8-Speed Auto (8HP75-LCV) (STD)	$0.00
2GA	Quick Order Package 2GA Tradesman -inc: Engine: 6.4L V8 Heavy Duty HEMI MDS, Transmission: 8-Speed Auto (8HP75-LCV)	$0.00
DME	3.73 Axle Ratio (STD)	$0.00
WDA	Wheels: 17" x 7.5" Steel Styled (STD)	$0.00
TWD	Tires: LT245/70R17E BSW AS (STD)	$0.00
PW7	Bright White Clearcoat	$0.00
V9X9	Black, Cloth 40/20/40 Bench Seat	$0.00
A6B	Tradesman Level 2 Equipment Group -inc: Rear Window Defroster, For More Info, Call 800-643-2112, Rear Power Sliding Window, Front Armrest w/Cupholders, Manual Adjust 4-Way Front Passenger Seat, Mirror Running Lights, Carpet Floor Covering, Power Adjustable Convex Aux Mirrors, SiriusXM Satellite Radio, Black Power Heated Fold Telescope Mirrors, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Power Adjust Mirrors	$1,630.00
DSA	Anti-Spin Differential Rear Axle	$495.00
XHC	Trailer Brake Control -inc: Trailer Light Check	$395.00
XEA	Tow Hooks	$100.00
XBC	Delete Pickup Box -inc: Deletes rear bumper, Standard backup camera is shipped loose w/the truck for the upfitter to install in accordance w/applicable regulatory requirements *CREDIT*	($400.00)
TBE	Add Full Size Spare (If Box Delete)	$295.00
GFA	Rear Window Defroster	Inc.
CLF	MOPAR Front & Rear Rubber Floor Mats	$150.00
LHL	I/P Mounted Auxiliary Switches -inc: Dash Pass Thru Wire Circuits	$145.00

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Data Version: 17456. Data Updated: Sep 13, 2022 6:52:00 PM PDT.

Vehicle: [Retail] 2023 Ram 2500 (DJ7L92) Tradesman 4x4 Crew Cab 8' Box (Complete)

OPTIONS

CODE	DESCRIPTION	MSRP
XAW	Rear Backup Alarm -inc: Rear backup alarm provides external audible feedback (steady alternating beep) when vehicle is in reverse, The alarm can be turned off via the cluster display, It is not Parksense rear park assist	$145.00
	Options Total	**$2,955.00**

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Data Version: 17456. Data Updated: Sep 13, 2022 6:52:00 PM PDT.

Vehicle: [Retail] 2023 Ram 2500 (DJ7L92) Tradesman 4x4 Crew Cab 8' Box (✓ Complete)

Price Summary

PRICE SUMMARY	MSRP
Base Price	$50,635.00
Total Options	$2,955.00
Vehicle Subtotal	$53,590.00
Destination Charge	$1,795.00
Grand Total	**$55,385.00**

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Replacing
W2076
W2077

WATER
DISTRIBUTION

X 2

COURTESY AUTO OF MESA

STATE CONTRACT # CTR059314

STATE CONTRACT
VEHICLE QUOTE

CONTRACT VEHICLE	**2023 RAM 4500** **CAB/CHASSIS, 4X4, TRADESMAN PKG** **60" CA - 16,500 GVWR**	
CONTRACT PRICE	**PER ATTACHED SPECS** **6.4L V8 HEMI, AUTO, A/C**	$ 58,350.60

INCLUDES-
POWER WINDOWS, LOCKS, TILT,
CRUISE, REAR VISION CAMERA

BRIGHT WHITE

APPROX 1ST QTR PRODUCTION
9/16/22 - FLEET ORDER CUTOFF

TOTAL	$ 58,350.60
TIRE TAX	$ 5.00
TAX	$ 4,843.10
GRAND TOTAL	$ 63,198.70

X 2

126,397.40

PLEASE REMIT PAYMENT TO:
COURTESY AUTO OF MESA
6130 E AUTO PARK DR
MESA, AZ 85206

Vehicle: [Retail] 2023 Ram 4500 Chassis Cab (DP9L63) Tradesman 4x4 Reg Cab 60" CA 144.5" WB (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
DP9L63	2023 Ram 4500 Chassis Cab Tradesman 4x4 Reg Cab 60" CA 144.5" WB	$51,220.00

COLORS

CODE	DESCRIPTION
PW7	Bright White Clearcoat

OPTIONS

CODE	DESCRIPTION	MSRP
ESB	Engine: 6.4L V8 Heavy Duty HEMI (STD)	$0.00
DF3	Transmission: 6-Speed Auto Aisin AS66RC HD (STD)	$0.00
27A	Quick Order Package 27A Tradesman -inc: Engine: 6.4L V8 Heavy Duty HEMI, Transmission: 6-Speed Auto Aisin AS66RC HD, Rear Dome Lamp, Black Key Fob, Matte Black Grille-Surround, Halogen Quad Headlamps, Glove Box, Map/Courtesy Lamp, Black Wheel Flares, Delete Front Center Seat	$0.00
DMK	4.44 Axle Ratio (STD)	$0.00
WP3	Wheels: 19.5" x 6.0" Steel (STD)	$0.00
TAJ	Tires: 225/70R19.5G FT All Position, RR Traction (STD)	$0.00
PW7	Bright White Clearcoat	$0.00
V9X9	Black, Cloth 40/20/40 Bench Seat -inc: 4 Way Front Headrests	$295.00
Z9A	GVWR: 16,500 lbs (STD)	$0.00
A61	Tradesman Level 1 Equipment Group -inc: Speed Sensitive Power Locks, Mirror Power Heat Fold Telescope Black, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Exterior Mirrors w/Heating Element, Front 1-Touch Down Power Windows, Mirror Running Lights, Power Adjust Mirrors, Overhead Console, Remote Keyless Entry, Power-Adjustable Convex Aux Mirrors, Overhead Cupholder Lamp	$1,530.00
LBN	Power Take Off Prep -inc: Hard Wired Remote Start	$345.00
XHC	Trailer Brake Control -inc: Trailer Light Check	$465.00
XG9	Trailer Tire Pressure Monitoring System	$150.00
XEF	Transfer Case Skid Plate Shield	$145.00
TBB	Full Size Spare Tire -inc: 19.5" Steel Spare Wheel	$395.00
MRU	MOPAR Black Tubular Side Steps	$495.00

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Data Version: 17456. Data Updated: Sep 13, 2022 6:52:00 PM PDT.

Vehicle: [Retail] 2023 Ram 4500 Chassis Cab (DP9L63) Tradesman 4x4 Reg Cab 60" CA 144.5" WB (Complete)

OPTIONS

CODE	DESCRIPTION	MSRP
UBD	Radio: Uconnect 5 w/8.4" Display -inc: Google Android Auto, Bluetooth Handsfree Phone & Audio, Integrated Center Stack Radio, Connectivity - US/Canada, 4G LTE Wi-Fi Hot Spot, GPS Antenna Input, All Radio-Equipped Vehicles, All R1 Low Radios, 8.4" Touchscreen Display, Alexa Built-In, Apple CarPlay	$1,215.00
CLY	MOPAR Front Rubber Floor Mats	$100.00
XAW	Rear Backup Alarm	$145.00
XF6	Voltage Monitoring Auto Idle Up System	$150.00
XAC	ParkView Rear Back Up Camera	$495.00
CBE	40/20/40 Split Bench Seat	$0.00
	Options Total	**$5,925.00**

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Data Version: 17456. Data Updated: Sep 13, 2022 6:52:00 PM PDT.

Vehicle: [Retail] 2023 Ram 4500 Chassis Cab (DP9L63) Tradesman 4x4 Reg Cab 60" CA 144.5" WB (Complete)

Price Summary

PRICE SUMMARY		MSRP
	Base Price	$51,220.00
	Total Options	$5,925.00
	Vehicle Subtotal	$57,145.00
	Destination Charge	$1,795.00
	Grand Total	**$58,940.00**

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Data Version: 17456. Data Updated: Sep 13, 2022 6:52:00 PM PDT.

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ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

COURTESY CHRYSLER DODGE JEEP RAM
COURTESY AUTO OF MESA LLC OF SUPERSTITION SPRING — Offeror (Company) Name

Signature of Person Authorized to Sign Offer

6130 AUTO PARK DR — Address

JOSEPH MASSIO — Printed Name

1/10/22 — Date

MESA — City

AZ — State

85206 — Zip

FLEET MANAGER — Title

JMASSIO@COURTESYAUTOMOTIVEGROUP.COM — Email Address

602-320-7844 — Phone Number

Company Email Address

Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059314 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17TH day of March 2022

DocuSigned by:
Pamela Ward

3/10/2022

Procurement Officer — Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been 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 the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

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

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

FEDERAL PROVISIONS

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
   U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors 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 Department or the Federal funding agency 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: The employee, officer or agent, any member of his immediate family, His or her partner, or 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. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

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

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

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

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

2.0 Assurances of Non-Discrimination:

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

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

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

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

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

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

4.01 Mentor-Protégé Program:

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

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

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

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

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

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

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

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

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

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

SBCs can register online at the AZ UTRACS website.

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

7.0 DBE Financial Institutions:

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

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

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

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

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

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

10.2 DBE Liaison:

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

11.0 DBE Goals

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

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

11.1 Race Neutral Contract (With No DBE Goal)

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

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

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

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

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

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

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

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

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

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

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

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

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

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

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

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

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

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

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

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

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

(a) Sanctions for Inadequate Reporting:

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

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

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

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

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

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

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

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

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

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

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

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

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

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

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

14.05 Commercially Useful Function:

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

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

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

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

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

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

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

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

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

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

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

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

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

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

16.0 Certification of Final DBE Payments:

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

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

17.0 False, Fraudulent, or Dishonest Conduct:

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

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall 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 shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

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

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

ADOT
Procurement

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ADOT Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

xCategory One: Phase One (1) Vehicle Purchases

xCategory Two: Phase Two (2) Vehicle Purchases

xCategory Three: FTA Funded Vehicles

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Dodge charger	1%
Durango	1%
Chrysler 300	1%
Pacifica	1%
Ram 1500,2500,3500	1%
Ram 3500 c/c 4500c/c 5500 c/c	1%
Promaster van, city	1%
Dodge charger police	1%
Dodge Durango police	1%

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they

become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
Dodge charger	1%
Dodge Durango	1%
Chrysler 300	1%
Pacifica	1%
Ram 1500,2500,3500	1%
Ram 3500c/c 4500c/c 5500c/c	1%
Promaster and city	1%
Dodge charger police	1%
Dodge Durango police	1%

Offer Response Form for New Vehicle Purchases
Revision Two (2)

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
x☐Apache	300	x☐ Greenlee	300	☐x Pima	250
☐x Cochise	300	☐x La Paz	350	x☐ Pinal	250
x☐ Coconino	300	x☐ Maricopa	[illegible]	☐x Santa Cruz	250
☐x Gila	300	x☐ Mohave	350	x☐ Yavapai	350
x☐ Graham	400	x☐ Navajo	500	x☐ Yuma	400

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

Estimated Usage Quantity	PHASE ONE (1) Base Model Vehicle	Base Price for Phase One (1)	Additional Information
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	37943	
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	41618	
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	33212	

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	37943	
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	41618	
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	33212	

7. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Kristin Decker, Special Services Supervisor
Co-Submitter:	Allison Hughes
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE:

Consideration and Approval of Contract: The purchase of (10) 2023 Ford Police Interceptor Utility Hybrid vehicles from PFVT Motors, LLC dba Peoria Ford in the amount of $495,099.43, plus applicable fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the contract with PFVT Motors, LLC dba Peoria Ford for (10) 2023 Ford Police Interceptor Utility Hybrid vehicles in the amount of $495,099.43, plus applicable fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff Police Department (FPD) seeks to purchase ten (10) patrol vehicles. The purchase is needed to maintain a healthy and functional police fleet, as well as help the City meet its Climate Action Adaptation Plan. The acquisition of these ten (10) vehicles has been approved by the Fleet Management Committee as well as the Budget Committee. On July 29, 2022, the City held a formal solicitation of Bid# 2023-04 in which local and state vendors applied to this competitive solicitation. The City followed all State and City procurement codes and rules.

Financial Impact:

FPD received $168,000 from the Fleet Management Committee for FY 2022-2023 to purchase (4) vehicles; these monies are currently in the rolling stock account (001-04-061-0221-2-4401). Fleet Services also recognized the need for additional replacement of patrol and administrative vehicles due to the age, mileage and condition of the FPD fleet. Fleet Services advocated for an additional $500,000 for police replacement vehicles. These funds are also in the rolling stock account (001-04-061-0221-2-4401). The $500,000 are one-time dollars. Also, there are funds rolled over from the previous fiscal year, $281,573.00, for the purchase of (4) additional hybrid police vehicles, an administration vehicle, and the purchase of the Ford Lightening truck for use by Animal Control.

With the purchase of the ten (10) Ford Utility Interceptor hybrids, FPD will replace two (2) older Police Aide vehicles and eight (8) older patrol vehicles. The vehicles being replaced will be retired and sent to auction. This will bring the percentage of fleet to twenty-two (22) hybrid patrol vehicles, or 42% of FPD patrol fleet.

Policy Impact:

There is no known or projected impact to policy regarding this matter.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Council Goals-
Personnel: Attract and Retain Quality Staff
Transportation and Other Public Infrastructure: Replace aging infrastructure
City of Flagstaff Climate Action Adaptation Plan: Reduce emissions, increase the number of alternative fuel vehicles in the City fleet and reduce the City of Flagstaff's carbon footprint.

Carbon Neutrality Plan

Assist in the goal to become a carbon neutral community by utilizing hybrid vs. gasoline technologies.

Regional Plan

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical and ambulance service.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve the contract award to PFVT, LLC for the purchase of ten (10) 2023 Ford Police Interceptor Utility hybrid vehicles, in the total amount of $495,099.43; or
2. Approve the contract award to PFVT, LLC for the purchase of a fewer number of 2023 Ford Police Interceptor Utility hybrid vehicles; or
3. Not approve the purchase of the Police Interceptor Utility hybrid vehicles.

Background/History:

All ten (10) of these emergency response police vehicles are for FPD Patrol Division and all are replacement vehicles. All vehicles being presented to the City Council for purchase have been reviewed, evaluated, and approved by the Fleet Management Committee, which is comprised of the Fleet Superintendent, line workers and supervisors throughout the City. During the review/replacement process, the Fleet Superintendent along with staff initially evaluate the vehicles proposed for replacement. In performing the evaluation, staff review fiscal year-to-date as well as life-to-date maintenance costs to determine if the vehicle or equipment has had any recent major component overhaul or replacement. If the existing units are mechanically sound and the body is in good condition, the unit is usually recommended for retention for another year. If a unit has incurred a significant number of expenditures and is likely to experience major component failures, the unit will be recommended for replacement consideration.

The Ford Police Interceptor Utility hybrid vehicles allow for more versatility and provide more space and room for the officer and the amount of equipment needed to perform their daily work duties. FPD will also purchase all new equipment (lights, partitions, radio consoles, etc.) to have a complete patrol vehicle which will take another four (4) to six (6) weeks per unit. FPD will continue to find cost-effective solutions to build patrol vehicles which are safe, reliable and allow the officers to properly conduct their job duties.

The procurement was for the purchase of up to ten (10) Ford Police Interceptor Utility hybrid vehicles through an "Invitation for Bid" (IFB# 2023-04) that opened on July 29, 2022 and closed September 2, 2022 on the City's online bid system (Planet Bids). Two (2) contractors responded with bids: San Tan Ford and PFVT Motors, LLC. After review of the two bids, PFVT Motors, LLC came in with the lowest

responsive responsible bid.

Key Considerations:

The purchase being recommended have been reviewed and approved by both the Fleet Management Committee and Budget Committee. Approval of the Contract will help ensure a functional patrol fleet and continue to move towards the City Climate Action Adaptation Plan goals.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Sustaining a reliable police fleet helps minimize vehicle downtime, effectively maximizing the number of police vehicles available for use, which may result in faster response times and an elevated level of service to our citizens. Moving to the hybrid platform will also help reduce fuel consumption and reduce our community's carbon footprint.

Community Involvement:

Inform.

Expanded Options and Alternatives:

FPD has been utilizing the Police Utility SUVs since 2015. The move to this type of vehicle has helped facilitate a timely response in inclement weather and low traction driving conditions. The Utility model also offers increased clearance for traversing high water and rough road conditions. FPD used the 2020 and 2021 models to implement hybrid technologies. FPD strives to be a front-runner in new technologies while providing top-performing equipment to staff that is safe, reliable, and eco-conscious. Additionally, implementing hybrid technology assists the City in meeting goals set forth in the Climate Adaptation plan. The purchase of ten (10) Ford Police Interceptor Utility hybrid vehicles will bring the total FPD hybrid fleet up to 22 which is approximately 42% percent of the patrol section. Moving forward, FPD continue to look for cost effective, low carbon footprint technologies.

Other benefits of the Interceptor Hybrid Utility vehicle include:
-Stability control
-Large Cargo area to accommodate the safety equipment an officer carries
-Safety features including rear parking sensors, rear collision warnings, blind spot warnings
-The elevated viewing position of a utility vehicle allows officers to see over cars with a clearer view in intersections for safety in responding to emergency calls
-The Interceptor Utility vehicle has a higher profile and larger body, providing additional cover/concealment for officers during armed confrontations or in rescue situations
-The Interceptor Hybrid Utility vehicle meets the 75mph rear end crash test, has structure reinforcement of the cabin to protect all occupants

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Attachments: Contract

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. MS-2023-04

This Contract is made and entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials and/or services; and

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

1. Scope of Work: Contractor shall provide the materials and/or services generally described as follows:

   TEN (10) FORD POLICE INTERCEPTOR UTILITY HYBRID VEHICLES

   and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Compensation: The Contractor shall be compensated **four hundred ninety-five thousand ninety-nine dollars and forty-three cents ($495,099.43)** for the materials provided pursuant to the Bid schedule identified in the Scope of Work attached hereto as *Exhibit A*. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B*, are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A.*

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C.*

5. Contract Term: Scope of Work to be completed during the current fiscal year, prior to June 30, 2023.

6. Extension or Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

7. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:	To Contractor:
Emily Markel	Sandra Gonzalez
Senior procurement Specialist	Government Manager
City of Flagstaff	PFVT Motors, LLC
211 W. Aspen Ave.	9130 M Bell Rd
Flagstaff, AZ 86001	Peoria, AZ 85392
emarkel@flagstaffaz.gov	azfleetqueen@vtaig.com
Phone:928-213-2276	Phone: 480-696-5930

With a copy to:
Allison Hughes
Flagstaff Police Department
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
ahughes@flagstaffaz.gov

8. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A

SCOPE OF WORK

Ten (10) Ford Police Interceptor Utility Hybrid Vehicles

BACKGROUND: The Police Department is seeking to purchase Ten (10) Ford Police Interceptor Utility Hybrid Vehicles.

MATERIALS: The City seeks to purchase, and Contractor will supply: Ten (10) Ford Police Interceptor Utility Hybrid Vehicles. The vehicles must include the following components:

K8A Drivetrain with:

99W/44B AWD Powertrain Ford Police Interceptor Utility Hybrid

Key Exterior Options

17T Switchable Red/White Lighting in
Cargo Area 43D - Dark Car Feature

Spot Lamp Prep Kits

51P - Spot Lamp Prep Kit (Driver Only)

Doors and Locks

52P Rear-Door controls Inoperable (locks, handles
and windows) 55F - Remote Keyless Entry (4 keys & 4
fobs)

Equipment Group:

66A Front headlamp
lighting solution 67U
Ultimate Wiring Package

Safety and Security

55B - Blind Spot
Monitoring 76R -
Reverse Sensing
System **Color and**
Trim

Interior Color:
Charcoal Black (96)
Exterior Color: Agate
Black (UM)

SCHEDULE: Fiscal year prior to June 30, 2023.

SPECIFICATIONS: Reserved.

COMPENSATION: As approved by the parties in the resulting Contract.

CITY OF FLAGSTAFF
Up to Ten (10) Ford Police Interceptor Utility Hybrid Vehicles
BID NUMBER MS-2023-04

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A*, FOR REQUIRED MATERIALS. ENTER THE SERVICE CHARGES/BID AMOUNTS FOR THE FOLLOWING AREAS AND ALL MATRERIALS SPECIFIED IN THIS SOLICITATION.

RATE FOR A SPECIFIC QUANTITY OF VEHICLES

MATERIALS	**COST**
Specific Quantity (10) of Ford Police Interceptor Utility Hybrid Vehicles	$ 457,030
Taxes & Freight	$ 38,069.43

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)

Signature of Person Authorized to Sign Bid

Sandra Gonzalez
Printed Name

Government Manager
Title

9/2/22
Date

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated March 23, 2022)

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City’s inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER’S WARRANTIES:** Contractor shall deliver all Manufacturer’s Warranties to the City upon the City’s acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. WARRANTY: Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

41. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the Parties.

42. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

43. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured,

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated March 23, 2022)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. IN GENERAL: Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. REQUIREMENT TO PROCURE AND MAINTAIN: Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. MINIMUM SCOPE AND LIMITS OF INSURANCE: The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form	
General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000
b. Umbrella Coverage	$2,000,000
c. Automobile Liability	
Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000
d. Workers' Compensation and Employer's Liability	
Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

   f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements 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 the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

7. G.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sara Dechter, AICP, Comprehensive Planning Manager
Co-Submitter:	Emily Markel
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE:

Consideration and Approval of Contract: Flagstaff Regional Plan Update Contract for Scenario Planning and Associated Public Participation Services

STAFF RECOMMENDED ACTION:

Approve the contract for services

Executive Summary:

The City of Flagstaff has selected the firm, Cascadia, based on a Statements of Qualifications ("SOQ") from Professional Consultants with demonstrated expertise and experience to assist the City's staff in all aspects of data management and productions, modeling, and conducting public outreach related to scenario development and evaluation for purposes of updating the Regional Plan. Four firms responded to the Request for Statements of Qualifications, two firms were interviewed and Cascadia was selected.

Financial Impact:

The negotiated cost for this scope of work is $284,965. Page 15 of the scope of work includes potential additional costs that may be included in the future via a change order request.

Coconino County has allocated $47,000 to this process in this fiscal year.

Policy Impact:

Scenario planning is a process to support decision-making that helps urban and rural planners navigate the uncertainty of the future in the short and long term. The process will involve a wide range of City and County divisions, outside experts, and public engagement including targeted engagement with community-based organizations that have existing relationships with hard-to-reach communities. The process will yield results that inform policy makers for the next generation.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Encourage public trust through transparency, accessibility and use of the City's public participation policy.
Enhance community outreach and engagement opportunities.
Identify smart traffic management, multi-modal transportation, and alternative energy opportunities.
Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
Grow and strengthen a more robust, diverse, and resilient economy.
Enhance understanding between the development community, the City and Flagstaff residents.

Carbon Neutrality Plan

CR-2 Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
ES-1 Incorporate equity as a foundational element of every climate action the City develops and implements.
ES-2 Proactively engage community members on an ongoing basis.
DD-4: Transform transportation policies and planning to incorporate greenhouse gas emissions analysis and reduce dependence on driving.

Regional Plan

This project specifically supports the update of the Current Flagstaff Regional Plan 2030.

Has There Been Previous Council Decision on This:

Council approved funding for this effort in the FY 23 budget.

Background/History:

Purchasing staff published a Request for Statement of Qualifications (RSOQ) solicitation for Scenario Planning and Associated Public Participation for Regional Plan Update services in the Arizona Daily Sun on Sunday, June 12, and Sunday, June 19, 2022 and posted the solicitation to the City of Flagstaff's PlanetBids Website on June 10, 2022. On July 8, 2022, the City received four Statements of Qualifications (SOQs) from Consultant Firms. A seven-member Selection Committee consisting of City staff and two being from other outside business Consultant, reviewed and evaluated the statements. Based upon the numerical scoring of the SOQs, the Selection Committee identified the two most qualified Firms to interview for the Scenario Planning and Associated Public Participation for Regional Plan Update services for the Project. A further numerical scoring was totaled by the committee and recommended to commence negotiations for a scope and fee proposal to be provided by Cascadia Partners LLC. Final scores of all firms are as followed:

Cascadia Partners LLC - 936
House Lavigne Associates - 790
Logan Simpson - 924
Matrix Design Group Inc. - 851

Attachments: Flagstaff Regional Plan Update Public Participation Outline
Contract for Scenario Planning

Regional Plan 2045 Comprehensive Update Public Participation Plan Outline

Introduction, Purpose and Requirements

What is the Regional Plan?

The Flagstaff Regional Plan is a policy guide, serving as the general plan for the City of Flagstaff and an amendment to the Coconino County Comprehensive Plan. As mandated by state law, the plan covers a range of topics with information on current conditions and our vision for the future as it relates to the topic at hand. In addition, the plan outlines carefully developed goals and policies to realize the future vision.

Project Purpose

The purpose of this project is to:

- Meet the Arizona State requirements that the City's General Plan be updated and sent back to City voters, every 10 years with all appropriate content outlined in ASRS 9-461.
- Create a shared land use and transportation vision for the City and surrounding areas of the County within the Metroplan boundary.
- Ensure sustainable and adequate public facilities for all residents.
- Ensure all relevant natural, economic, and social resources and issues are included in the plan with appropriate goals and policies.

Importance of Public Participation

Public participation is central to the creation of the City's general plan. The document that is created or updated as part of the process should embody the desires, vision and trade-offs that the community will face for the next 20 or more years. The State statute require municipalities to provide for "effective, early and continuous public participation in the development … of general plans from all geographic, ethnic and economic areas of the municipality." The Regional Plan is a touchstone for all other policy work and land use decision within the City and for the surrounding communities in the County. Both organizations have taken a people-centered approach to this public engagement and have seen it as an important step in establishing a transparent and two-way dialogue with the community.

Level of Public Participation and Objectives

Since November 2012, the City of Flagstaff has had a Public Participation policy that uses the International Association for Public Participations, Spectrum of Public Participation chart as a communication tool that ensures the expectations of the public and the organization are aligned. The General Plan for the city, is by requirement an "Empower" level of participation because the final product is ultimately sent to the City voters for approval on a ballot. However, that is only the final step, and the public does not get to vote on individual portions of the plan but on the document as a whole. Therefore, most of the intermediate steps and the adoption of the plan by the County are at the "Collaborate" level of the spectrum. This plan outlines strategies that could be used to implement this level of public participation for the nearly 100,000 residents of Flagstaff and the surrounding areas of Coconino County in a manner that is transparent, accessible, and equitable to all participants.

IAP2 Spectrum of Public Participation

IAP2's Spectrum of Public Participation was designed to assist with the selection of the level of participation that defines the public's role in any public participation process. The Spectrum is used internationally, and it is found in public participation plans around the world.

INCREASING IMPACT ON THE DECISION

	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

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Throughout the public participation process, the team will adhere to the Core Values for the Practice of Public Participation:

1. Public participation is based on the belief that those who are affected by a decision have a right to be involved in the decision-making process.
2. Public participation includes the promise that the public's contribution will influence the decision.
3. Public participation promotes sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision makers.
4. Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
5. Public participation seeks input from participants in designing how they participate.
6. Public participation provides participants with the information they need to participate in a meaningful way.
7. Public participation communicates to participants how their input affected the decision.

Intergovernmental Coordination and Partnerships

While the City could complete a General Plan update independently, the practice over that last 25 years in Flagstaff has been to create a shared vision for the County, City and Metroplan for land use and transportation objectives based on a shared scenario planning and analysis process. This is done not only for organization alignment but to increase the communities competitiveness for State and Federal funding and to ensure a solid understanding of trade-offs in transportation and land use decision making and funding. Partners also benefit from shared terminology, policies and definitions in joint decision-making.

The City and County both use the Flagstaff Regional Plan to make coordinated land use decisions, such as annexations, rezoning cases, new subdivisions and use permits, as the County's Comprehensive Plan does not have a future land use map. Planning efforts with the City of Flagstaff, Coconino County and community partners that directly use the data, assumptions and policies of the Regional Plan include:

- City Specific Plans: Southside, La Plaza Vieja, John Wesley Powell Area, High Occupancy Housing, etc.
- County Area Plans: Bellemont, Doney Park-Timberline-Fernwood, Fort Valley, Mountainaire, and Kachina Village
- Metroplan Regional Transportation Plan
- Mountain Line 5-year Strategic Plan
- City of Flagstaff Water Services 100-year Water supply study, submitted to ADEQ every 5 years
- City of Flagstaff Climate Change Action and Adaptation Plan and Carbon Neutrality Plan
- City of Flagstaff Active Transportation Master Plan

Also, it is common for community non-profits and business to reference the Regional Plan in their long ranging planning efforts, such as the Flagstaff Trails Initiative.

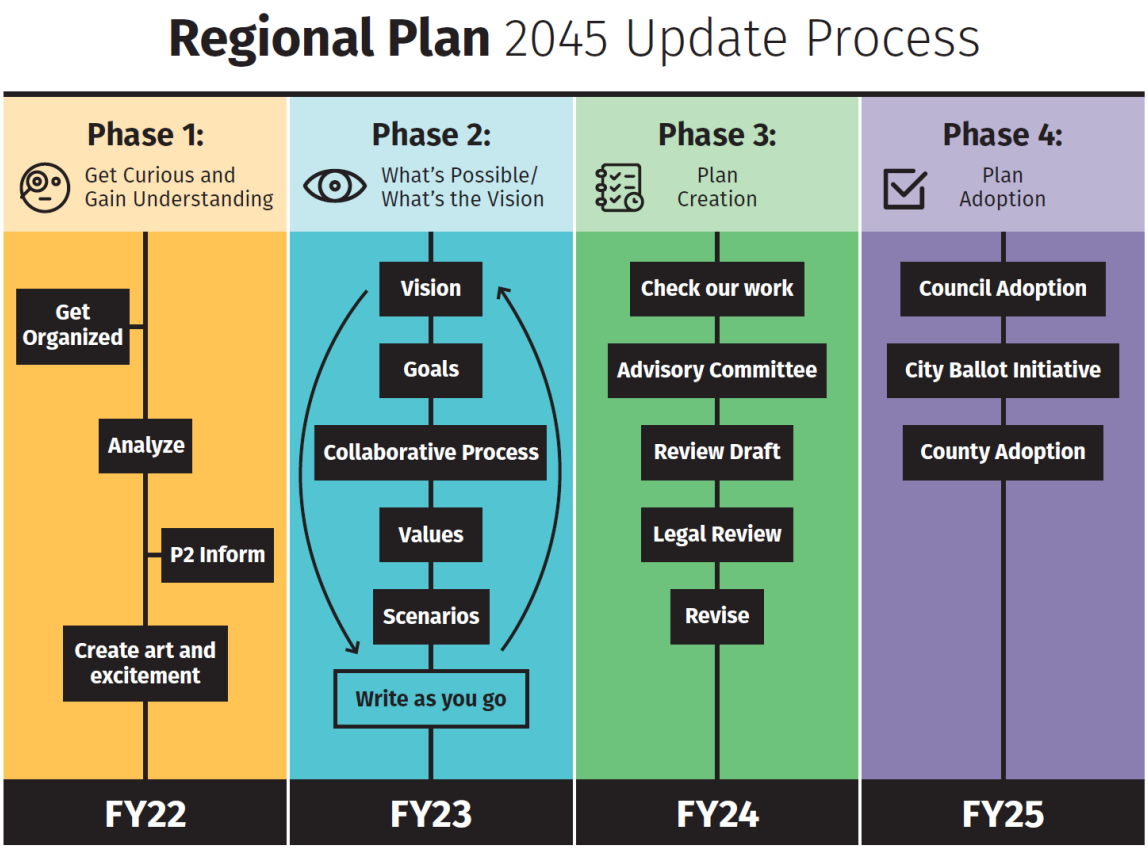
Regional Plan Update Guiding Principles

The following are Guiding Principles for the process of updating the Regional Plan, based on lessons learned from interviews with participants in previous efforts. These principles have been refined in specific planning efforts over the last 7 years and may be added to or revised for new feedback from the public and elected officials.

- Right People, Right Agenda, Right Timing – Conversations and decisions about the Regional Plan need to have all three of these elements to be a good use of staff and participant's time. Committing to all three elements requires giving time to ensure everyone who is essential to the conversation can be present and that everyone is clear on roles and meeting objectives before making a decision.
- Experts and Public Work Together – The plan must be developed together with knowledge and perspectives from inside the City and County government, the point of view of researchers and outside experts, and the diverse community members woven together into a shared vision that is founded in both hope and reality.
- Need for Outside Facilitation – City and County staff are not always the right facilitators of every conversation or part of the process and the need for neutral outside facilitation should be considered carefully at each step.

- Equity and Inclusion – The participants of the process should reflect the diversity of our community and the table should be set for every age, gender, race, and neighborhood to have conversations about our community's future.
- Clear expectations for Endorsement – Elected officials, appointed officials, City and County management, and the public all have a role in endorsing the next Regional Plan and ensuring that it describes a future and a path forward that creates shared purpose. It is important that the manner and order of this endorsement is clear to all participants so they can understand the role they can play and the timing of that role.

Public Participation Proposed Phases and Strategies



The process outlined in the graphic above are dependent on the available resources and direction from the City Council and Board of Supervisors in work sessions in the Spring 2020. All the strategies listed below need detailed legal review and possibly review by Human Resources before the City or County can commit to it. Staff also has contingency plans if resources are limited or there are unforeseen delays in the process.

Phase 1: Get Curious, Create Excitement, and Gain Understanding

Phase 1 will invite the public to engage the process with curiosity, imagination and hope. The goal is to inform the public about the process, its meaning and to solicit feedback on the qualities values and

challenges that should be addressed in the plan update. In addition to surveys, educational webinars, and traditional means of public engagement. Phase 1 would also incorporate art and youth as a basis for creating excitement and forward thinking touchpoints for the more interactive public engagement.

In the background, the City, County, Metroplan and other partners will be organizing and analyzing hundreds of data points that are required for the plan and creating summaries for the City and County's Boards and Commissions to evaluate and provide feedback. This will be the basis for understanding the story of the Flagstaff Region's growth and what it means for our community's future.

Proposed strategies:

- Fun outdoor kick-off event and Public event booths
- Strength Weakness Opportunity and Threat assessment with Boards and Commissions on required and emerging topics of concern
- Focus groups or stakeholder interviews with key stakeholders, community organizations
- Educational webinars and talks
- Online Surveys
- Opportunities to incorporate artists into visioning, such as an art contest or juried event or graphic notetaking
- Youth-specific activities
- Targeted outreach for hard to reach communities to be developed with appropriate partners
- Develop a media plan to launch/kick off the process, promote events and engagement

Phase 2: Vision and Goals

Establish Planning Questions

Phase 2 will open with a review of the learning and sharing from Phase 1 designed to generate planning questions and prioritizing them during a series of workshops, accompanied by an online survey. The objective of these engagements will be to identify critical success factors that the project will need to address and to get conceptual feedback on anticipated trade-offs and decision points.

Collaborative Process

Concurrent with Charettes and other workshops, the City and County would convene a collaborative group process, using one or several of the following techniques:

- Informal Working Groups – The Planning and Zoning and other Boards and Commissions Could convene informal working groups to discuss specific aspects of the Regional Plan revision and update that would consider the planning questions and provide advise to staff on what to include in the draft plan.
- Study Circles – Study circles are a small group deliberative process that are formed of volunteers who have a common interest on a very specific issue, and are facilitated by a non-expert that keeps the discussion on track. Staff could participate as a member of the circle but some circles may form without staff representation. Participation in each study circle could be up to 15 people before a second study group would be formed. Study groups could be hosted by nonprofits and community organizations with a materials box and support from City staff.
- Citizen Assembly - A Citizen Assembly is a group of a residents that meet in a legislative fashion to create recommendations on an issue or topic, and a Citizen's Panel would be a similarly

formed body that is more focused on evaluating material and participating in writing with staff. A citizen assembly is formed by participants that are randomly selected based on characteristics such as geography, income, gender, age, race, etc. to ensure the make up of the group is representative of the population within the planning area. Often Citizen assembly participants are paid and provided child care vouchers as an equity measure and to ensure representativeness of the group.

- Citizen Panel – A Citizen Panel is a group similar to a focus group, except that the volunteers meet over several months on a series of topics. The Panel does not have to arrive at consensus but can deliberate and debate the topics they are asked to consider. If more than one recommendation is made, the panel members can offer majority and minority opinions to the project team.

The selection of technique would be dependent on feedback from the Board of Supervisor's and City Council in a future work session and the availability of resources appropriate to each technique. The objectives of this step would be to ensure diversity in participants and to gather input on a values, attitudes, beliefs and to share knowledge and insights.

The defined activities of a Working Group, Study Circle, Assembly or Panel in Phase 2 would be:

1. To draft the Community Vision and solicit feedback,
2. To assess the strength and weakness of the existing plan,
3. To answer the planning questions identified in early outreach
4. To make recommendations to staff on how to address emerging issues in the plan, and
5. To assist in writing the first draft of the plan including

Charettes and Workshops, Roadshows and Tours

The City and County would also convene design charettes and workshops for the general public that would encourage the consideration of future scenarios and how they could impact the City's balance of resources, especially land, water, transportation, natural resources and climate change impacts. Roadshows would be designed to take the workshops into County neighborhoods. At this stage it could be beneficial to organize bus tours of the planning area.

Metroplan and Mountain Line may be engaged in parallel planning processes during this Phase to create their 5-year plans that are used for project planning. This is a ripe opportunity to combine resources in discussing the transportation future of the community. There is the potential for shared public workshops or events that will be discussed as the projects move forward.

Phase 3: Create and Review the Plan

For Phase 3, the Board of Supervisors and City Council may chose to convene and appoint a volunteer advisory committee. The committee's task would be to review the drafts of the Regional Plan being created and to provide recommendations to staff on resolving any conflicts that arise from the public review.

Workshops would also be held and opportunities to review the plan in study groups or at public events would also be incorporated into Phase 3. As the draft chapters are endorsed by the Advisory Committee, they will also be presented to relevant boards and commissions at the City and the County.

After the full plan has been reviewed and endorsed by the advisory committee, the plan will be released for a 60-90 day public review. Open Houses and webinars will support this effort and public surveys and comment portals will be made available.

After the public review period, the advisory committee could reconvene to review comments and provide direction to staff. Staff would make appropriate revisions and provide it to the advisory committee for endorsement.

Phase 4: Steps to Adopt the Plan

1. The public hearing draft of the Plan would be released at least 30 days prior to a Planning and Zoning working retreat that would be held jointly between the City and County's Planning and Zoning Commissions. This retreat would be open to the public and would be held at least 30 days before the first public hearing for either of the Commissions to allow adequate time for revisions.
2. The City Council and Board of Supervisors may also elect to have a retreat with the plan with or without the Planning and Zoning Commissions prior to the commencement of the Planning and Zoning Commissions public hearing processes.
3. The Planning and Zoning Commissions will make recommendations to the elected officials after holding a public hearing and receiving public comment.
4. City Council will hold a public hearing on the Regional Plan and may approve the ballot initiative by special election or in conjunction with an appropriate election that is already scheduled. City voters will then be given the opportunity to ratify the Regional Plan as scheduled by the Council.
5. The Board of Supervisors will hold a public hearing and may vote to approve the Regional Plan as an amendment to the County Comprehensive Plan by resolution. Staff recommends the Board of Supervisor's considers voting after the Ballot Initiative for the City is canvassed.

Communication Strategies

Project Branding

Part of the advertising budget for this process will be used to develop and test project branding that will unify the message of the project and allow for easy identification of events and work products.

Media

The City's Associate Planner will be the primary point of contact for media calls and will route and coordinate the media requests through the appropriate Public Affairs department at the City or County.

Media releases will be drafted by the project team and reviewed and released by the appropriate Public Affairs department at the City or County.

Interview requests will be coordinated with the Directors of the City and County Public Affairs programs.

Online Outreach and Accessibility

The existing Facebook page for the Flagstaff Regional Plan 2030 will be rebranded and expanded onto Instagram as part of the project launch. There will be a coordinated effort on which City and County social media accounts should share and promote the project.

The City of Flagstaff will host the project website and web maps and will include the County staff in the design and messaging.

In-Person

For the duration of the COVID-19 pandemic, in-person events will follow social distancing and public health guidelines of Coconino County.

Mail and Notices

City and County area-wide publications, water bills and other notices, and direct mailings may all be use to notify citizens and residents about the project. Notice requirements will follow the Arizona State Revised Statues for a General Plan Update and Comprehensive Plan Amendment (See Public Participation Requirements in Appendix E).

Appendix A: Vision 2020 and the Flagstaff Regional Plan 2030 Lessons

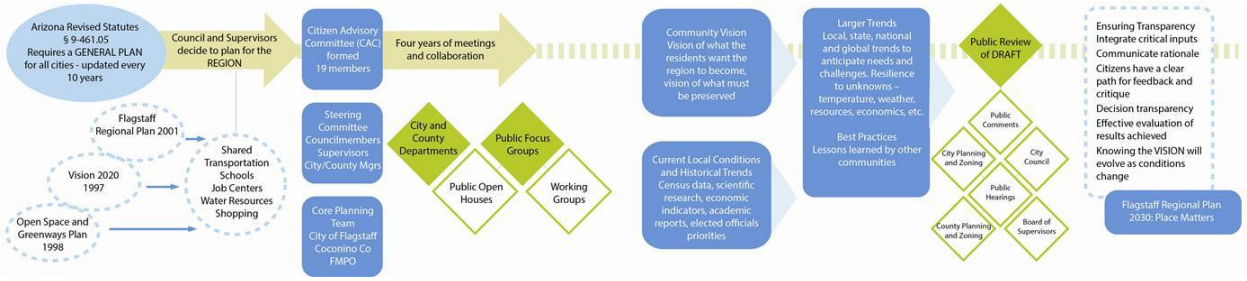
Flagstaff Vision 2020 Process and Outcome

The City of Flagstaff undertook its first visioning process in the mid-1990s. Like the process that the City will embark on in 2021, this process involved research, sharing information and a large effort in community outreach and participatory planning. The process was broken into three Phases 1) Setting a Context, 2) Creating a Vision and 3) Charting a Course. You can review a full archive of the Vision 2020 process at the NAU Cline Library Digital Exhibit and oral history site: https://library.nau.edu/speccoll/exhibits/scaexhibits/flagstaff2020/

The effort resulted in the adoption of the Flagstaff Regional Land Use and Transportation Plan in 2001.

Flagstaff Regional Plan 2030 Process

The process of revisioning and re-adopting the Regional Plan occurred between 2009 and 2014. Instead of reimagining the 2020 Vision, the process began with the formation of the Citizen Advisory Committee or CAC, which was made up of both City and County residents. The CAC met from the beginning to the end of the process of developing the plan and was supported by scenario planning analysis that provided rich and meaningful data behind the plan. The data developed in this process has been used by the City in strategic planning for utilities, transportation, neighborhood planning and other related issues over the last 7 years. You can find a full description of the process for developing the plan is available for review on the City's website in the Regional Plan archives. The process resulted in the Flagstaff Regional Plan 2030 being ratified by voters in 2014.



In 2014, Sara Dechter, the Comprehensive and Neighborhood Planning Manager, was hired at the end of this process and she conducted a series of after action interviews with former CAC members to gain their perspectives on the process and what could be done to make it better next time. These interviews resulted in lessons learned that the program has been applying and testing in neighborhood plans for La Plaza Vieja and the Southside Community Specific Plans as well as the High Occupancy Housing Plan. The result has been innovative and inclusive projects and plans that created trust and community empowerment. The practice of these lessons is now ready to be applied to the update of the Regional Plan and to provide Regional Plan Update Guiding Principles (found on page 3) for public participation, partnerships and project management.

Appendix B: Stakeholder Assessment

Flagstaff population estimate 2020: 75,219[1]

Age Characteristics

Median Age 25.8 years old

Flagstaff youth population (under 18): 12,085

NAU Fall 2020 enrollment: 21,495

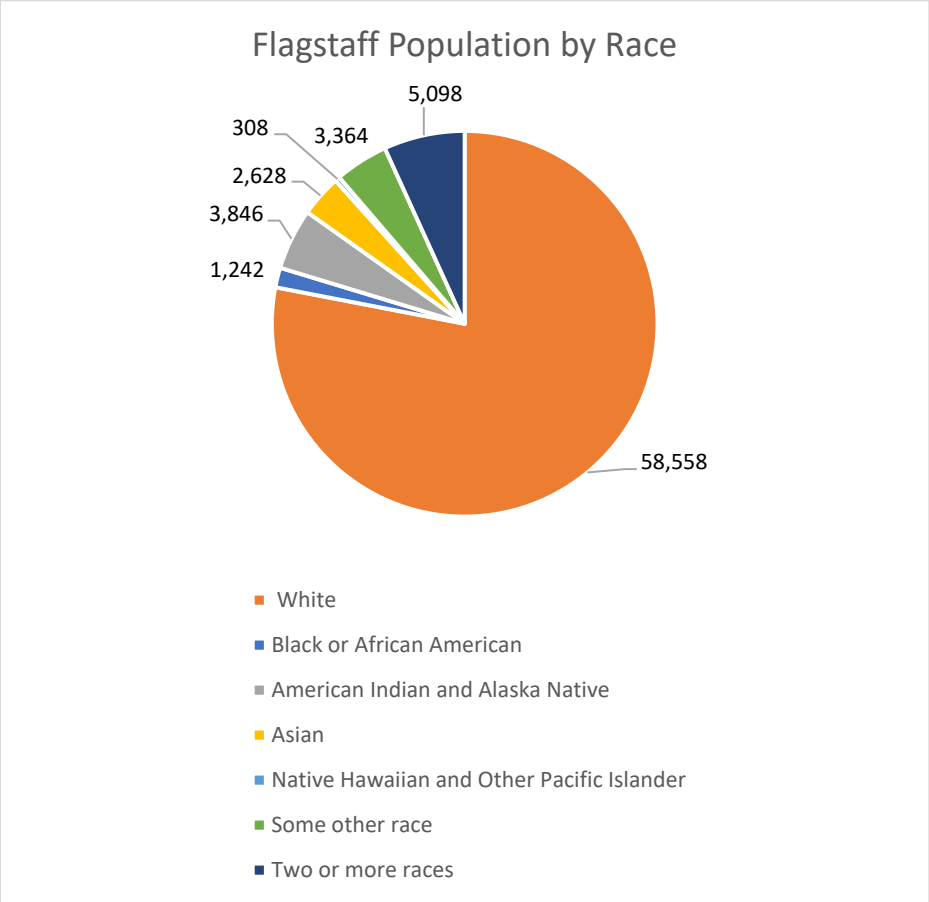
Flagstaff Population age 65 years old and over: 6,527

Other Characteristics

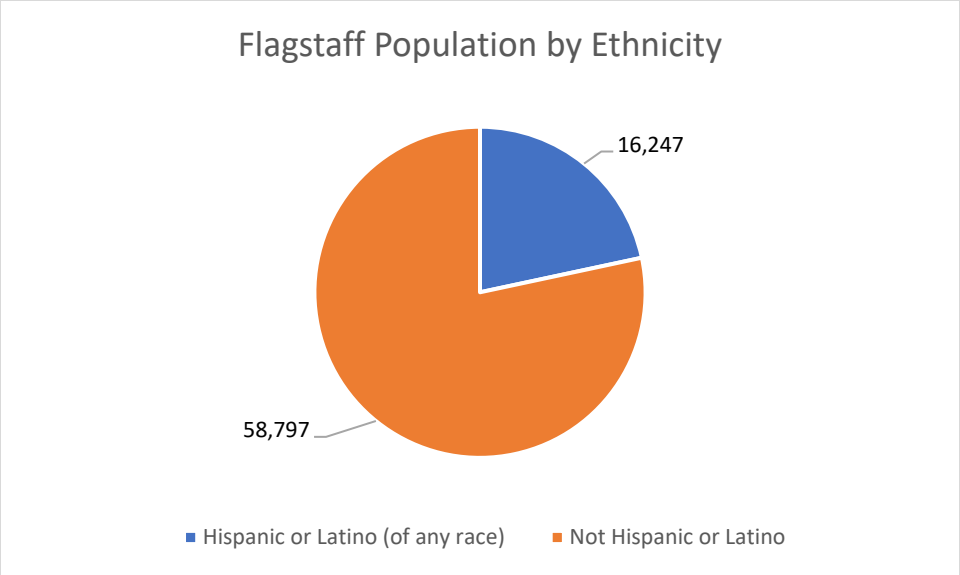
Flagstaff Households that Speak a language other than English at home: 9,941 (6,390 Spanish and the remainder are other)

Population estimate 2020 within the Metroplan boundary but outside the City: To be determined with the 2020 Census redistricting data release in September 2021.

Race and Ethnicity Characteristics



[1] Office of Economic Opportunity estimate



Barriers and Challenges to Participation

Flagstaff and the surrounding areas of Coconino County have a few known barriers to participation in area wide efforts that will need to be incorporated into the 2020 Regional Plan update. This section outlines a few of those issues and may be updated as work on the project continues:

1. Youth and College age participation – Flagstaff's median age is 25.8 yet the majority of participants in public processes are over the age of 25. Online engagement has been shown as more successful in engaging this population.
2. Language – 13.2% of Flagstaff's population speaks a language other than English at home. These residents that are hard to reach and require additional project resources to ensure their inclusion.
3. Lack of broadband and internet access – outlying areas of Flagstaff lack reliable internet access which can limit the effectiveness of social media outreach and will require specific techniques for communication and engagement.

Appendix C: Anticipated Costs and Funding

Staff estimates that a minimum of $124,000 will be needed to meet the minimum requirements for notice, mailings, outreach, and analysis of a joint City-County Regional Plan. This amount of funding would not allow for the Public Participation Outline to be fully implemented and would require a scaled back approach to analysis and public engagement, especially in Phase 2. Full funding of the project as presented in this outline requires approximately $400,000 to $500,000 in funding over several years, part of which may be supported by grants, as staff is able to apply for them. This estimate also includes the cost of a special election. Funding sources to be determined and may be provided over several budget years.

The FY22 City Manager's Budget includes funding for noticing of City residents and consulting services to support data management, analysis and presentation that supports scenario planning. The City's Beautification and Public Arts Commission has augmented this funding to bring artists and youth into

Phase 1 of the process in order to promote creative thinking and visual outputs that can support the vision of the Plan. See the January 11, 2021 BPAC Meeting Minutes and Video for details.

Coconino County is providing dedicated staff time and resources to assist with facilitating the process, data collection, analysis and public outreach efforts of the Regional Plan update. County staff anticipates that funding specifically targeted for public noticing and mailings necessary for this project will be requested in future budget cycles. At this time funding that the County may be able to commit to this project for portions of the Regional Plan update beyond notices and mailings is uncertain. County staff will continually apprise the Board of Supervisors as decisions are made by the City during the project development.

Appendix D: Endorsements and Evaluation Outcomes and Adjustments

This section will provide a summary of how the project will be evaluating the success of public participation efforts. Evaluation Questions (based on P2 objectives) will be created by September 2021 based on feedback from City Council, the Board of Supervisors and City and County Board and Commissions. And details of what products will be endorsed by which groups and when will be drafted and reviewed by City Council and the board of Supervisors by the end of 2021.

Project Endorsement

- City Council
- Board of Supervisors
- City Planning and Zoning
- County Planning and Zoning
- Other Boards and Commissions
- City Management
- County Management
- Appointed or selected review assembly, panel or committee.

Appendix E: Statutory Public Participation Requirements

Municipal Requirements

Excerpts relevant to public participation from Arizona Revised Statutes 9-461.06. Adoption and amendment of general plan; expiration and readoption

A. In municipalities that have territory in a high noise or accident potential zone as defined in section 28-8461, the legislature finds that in general plans and amendments to general plans land use compatibility with the continued operation of a military airport or ancillary military facility as defined in section 28-8461 is a matter of statewide concern.

B. The general plan and any amendment to such plan shall be adopted or readopted in the manner provided in this article.

C. The governing body shall:

1. Adopt written procedures to provide effective, early and continuous public participation in the development and major amendment of general plans from all geographic, ethnic and economic areas of the municipality. The procedures shall provide for:

(a) The broad dissemination of proposals and alternatives.

(b) The opportunity for written comments.

(c) Public hearings after effective notice.

(d) Open discussions, communications programs and information services.

(e) Consideration of public comments.

2. Consult with, advise and provide an opportunity for official comment by public officials and agencies, the county, school districts, associations of governments, public land management agencies, the military airport if the municipality has territory in the vicinity of a military airport or ancillary military facility as defined in section 28-8461, other appropriate government jurisdictions, public utility companies, civic, educational, professional and other organizations, property owners and citizens generally to secure maximum coordination of plans and to indicate properly located sites for all public purposes on the general plan.

D. At least sixty days before the general plan or an element or major amendment of a general plan is noticed pursuant to subsection E of this section, the planning agency shall transmit the proposal to the planning commission, if any, and the governing body and shall submit a copy for review and further comment to:

1. The planning agency of the county in which the municipality is located.

2. Each county or municipality that is contiguous to the corporate limits of the municipality or its area of extraterritorial jurisdiction.

3. The regional planning agency within which the municipality is located.

4. The Arizona commerce authority or any other state agency that is subsequently designated as the general planning agency for this state.

5. The department of water resources for review and comment on the water resources element, if a water resources element is required.

6. If the general plan or an element or amendment of the general plan is applicable to territory in the vicinity of a military airport or ancillary military facility as defined in section 28-8461, the military airport.

7. If the general plan or an element or major amendment of the general plan is applicable to property in the high noise or accident potential zone of a military airport or ancillary military facility as defined in section 28-8461, the attorney general. For the purposes of this paragraph, "major amendment" means a substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing general plan land use element.

8. Any person or entity that requests in writing to receive a review copy of the proposal.

E. … When the general plan or any major amendment is being adopted, planning commissions in municipalities having populations over twenty-five thousand persons shall hold two or more public hearings at different locations within the municipality to promote citizen participation. Notice of the time and place of a hearing and availability of studies and summaries related to the hearing shall be given at least fifteen and not more than thirty calendar days before the hearing by:

1. Publication at least once in a newspaper of general circulation published or circulated in the municipality, or if there is none, the notice shall be posted in at least ten public places in the municipality.

2. Such other manner in addition to publication as the municipality may deem necessary or desirable.

F. Action by the planning commission on the general plan or any amendment to the plan shall be transmitted to the governing body of the municipality.

G. Before adopting the general plan, or any amendment to it, the governing body shall hold at least one public hearing. Notice of the time and place of the hearing shall be given in the time and manner provided for the giving of notice of the hearing by the planning commission as specified in subsection E of this section.

H. The adoption or readoption of the general plan or any amendment to such plan shall be by resolution of the governing body of the municipality, after notice as provided for in subsection E of this section. The adoption or readoption of or a major amendment to the general plan shall be approved by affirmative vote of at least two-thirds of the members of the governing body of the municipality. …..

J. A copy of the adopted general plan of a municipality shall be sent to the planning agency of the county within which the municipality is located, and such plan or any portion of the plan may be adopted as a part of the county general plan.

K. A general plan, with any amendments, is effective for up to ten years from the date the plan was initially adopted and ratified pursuant to subsection M of this section, or until the plan is readopted pursuant to this subsection and ratified pursuant to subsection M of this section or a new plan is adopted pursuant to this subsection and ratified pursuant to subsection M of this section, and becomes effective. On or before the tenth anniversary of the plan's most recent adoption, the governing body of the municipality shall either readopt the existing plan for an additional term of up to ten years or shall adopt a new general plan as provided by this article....

M. The governing body of a city or town having a population of more than two thousand five hundred persons but less than ten thousand persons and whose population growth rate exceeded an average of two per cent per year for the ten year period before the most recent United States decennial census, and any city or town having a population of ten thousand or more persons, shall submit each new general plan adopted pursuant to subsection K of this section to the voters for ratification at the next regularly scheduled municipal election or at a special election scheduled at least one hundred twenty days after the governing body adopted the plan pursuant to section 16-204. The governing body shall include a general description of the plan and its elements in the municipal election pamphlet and shall provide public copies of the plan in at least two locations that are easily accessible to the public and may include posting on the municipality's official internet website. If a majority of the qualified electors voting on the proposition approves the new plan, it shall become effective as provided by law. If a majority of the qualified electors voting on the proposition fails to approve the new plan, the current plan remains in effect until a new plan is approved by the voters pursuant to this subsection. The governing body shall either resubmit the proposed new plan, or revise the new plan as provided by this section, for subsequent submission to the voters at the next regularly scheduled municipal election or at a special election scheduled at least one hundred twenty days after the governing body readopted the

new or revised new plan. All subsequent adoptions and submissions of the new plan or revised plans must comply with the procedures prescribed by this section until the plan is ratified….

O. A person, after having participated in the public hearing pursuant to subsection H of this section, may file a petition for special action in superior court to review the governing body's decision that does not comply with the mandatory requirement prescribed in section 9-461.05, subsection C, paragraph 1, subdivision (g) within thirty days after the governing body has rendered its decision. The court may affirm, reverse or remand to the governing body, in whole or in part, the decision reviewed for further action that is necessary to comply with the mandatory requirements prescribed in section 9-461.05, subsection C, paragraph 1, subdivision (g)

Additional Requirements from Flagstaff City Code Title 11-10.20.010 Comprehensive Plan Updates relevant to Public Participation

….B. The adoption of a new General Plan or readoption of the General Plan shall follow the common procedures for General Plan amendments (Section 11-10.10.020) and the procedures for a major plan amendment (Section 11-10.20.020), except that it need not be heard at a single public hearing held during the calendar year in which the application was filed. ….

E. All Comprehensive Plan updates are subject to the public participation procedures established in Section 10-20.30.060, Neighborhood Meeting

F. Ratification.

1. Each new or readopted General Plan shall be submitted to the voters for ratification at the next regularly scheduled municipal election or at a special election scheduled at least one hundred twenty (120) days after the governing body adopted the General Plan pursuant to A.R.S. Section 16-204. The Council shall include a general description of the General Plan and its elements in the municipal election pamphlet and shall provide copies of the proposed General Plan to the public in at least two (2) locations that are easily accessible to the public, which may include posting on the City's official Internet website.

2. If a majority of the qualified electors voting on the proposition approves the new or readopted General Plan, it shall become effective as provided by law.

3. If a majority of the qualified electors voting on the proposition fails to approve the new or readopted General Plan, the current General Plan remains in effect until a new or readopted General Plan is approved by the voters pursuant to this section. The Council may resubmit the proposed new or readopted General Plan, or revise the new or readopted General Plan as provided by this section for subsequent submission to the voters. (Ord. 2015-13, Amended, 06/02/2015)

County Requirements

Public participation and adoption requirements from Arizona Revised Statutes Section 11-805: Comprehensive plan adoption; notice; hearing; amendment; expiration; readoption.

NOTE: For procedural purposes, the County process for adopting the Regional Plan update is assumed to be a "major amendment" to the comprehensive plan.

A. The board shall adopt a comprehensive plan and subsequently amend or extend the adopted plan as provided by this article. On adoption or readoption, the plan, or any part of the plan, shall be the official guide for the development of the area of jurisdiction. Any change, amendment, extension or addition of the comprehensive plan may be made only pursuant to this chapter.

B. The board of supervisors shall:

1. Adopt written procedures to provide effective, early and continuous public participation in the development and major amendment of the comprehensive plan from all geographic, ethnic and economic areas of the county. The procedures shall provide for:

(a) The broad dissemination of proposals and alternatives.

(b) The opportunity for written comments.

(c) Public hearings after effective notice.

(d) Open discussions, communications programs and information services.

(e) Consideration of public comments.

2. Consult with, advise and provide an opportunity for official comment by public officials and agencies, municipalities, school districts, associations of governments, public land management agencies, the military airport if the county's area of jurisdiction includes territory in the vicinity of a military airport or ancillary military facility as defined in section 28-8461, other appropriate government jurisdictions, public utility companies, civic, educational, professional and other organizations, property owners and citizens generally to secure the maximum coordination of plans and to indicate properly located sites for all public purposes on the plan.

C. The commission shall confer with the state land department and the governing bodies and planning commissions of cities and towns in the county for the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the county, of zoning districts, of urban growth and of public improvements and utilities that do not begin and terminate within the boundaries of any single city or town and that will, pursuant to the present and future needs of the county, best promote with efficiency and economy the health, safety, morals, order, convenience or general welfare of the public.

D. The commission shall coordinate the production of the comprehensive plan with the creation of the conceptual state land use plans under title 37, chapter 2, article 5.1. The commission shall cooperate with the state land department regarding integrating the conceptual state land use plans into the comprehensive plan.

E. The commission may formulate and draft the comprehensive plan as a whole, or as separate parts of the plan corresponding with functional divisions of the subject matter, and, subject to the limitations of this chapter, may amend, extend or add to the comprehensive plan.

F. At least sixty days before the comprehensive plan or an element or major amendment of a comprehensive plan is noticed pursuant to subsection G of this section, the commission shall transmit the proposal to the board of supervisors and submit a copy for review and further comment to:

1. Each municipality in the county.

2. Each other county that is contiguous to the county.

3. The regional planning agency in the county.

4. The Arizona commerce authority or any other state agency that is subsequently designated as the general planning agency for this state.

5. The department of water resources for review and comment on the water resources element, if a water resources element is required.

6. If the comprehensive plan or an element or amendment of the comprehensive plan is applicable to territory in the vicinity of a military airport or ancillary military facility as defined in section 28-8461, the military airport.

7. If the comprehensive plan or an element or major amendment of the comprehensive plan is applicable to property in the high noise or accident potential zone of a military airport or ancillary military facility as defined in section 28-8461, the attorney general. For the purposes of this paragraph, "major amendment" means a substantial alteration of the county's land use mixture or balance as established in the county's existing comprehensive plan land use element for that area of the county.

8. Any person or entity that requests in writing to receive a review copy of the proposal.

G. After considering any recommendations from the review required under subsection F of this section, the commission shall hold at least one public hearing. Notice of the time and place of a hearing and availability of studies and summaries related to the hearing shall be given at least fifteen and not more than thirty calendar days before the hearing by:

1. Publication at least once in a newspaper of general circulation in the county seat.

2. Publication at least once in a newspaper of general circulation in the area to be affected, or adjacent to the area to be affected, if the area affected is other than the county seat.

3. Such other manner in addition to publication as the county may deem necessary or desirable.

H. After the commission recommends the comprehensive plan or any section of the plan, the plan shall be submitted to the board of supervisors for its consideration and official action.

I. Before the adoption, amendment or extension of the plan, the board shall hold at least one public hearing on the plan. After the board considers the commission's recommendation and any recommendations from the review required under subsection F of this section, the board shall hold at least one public hearing at which residents of the county shall be heard concerning the matters contained in the plan. At least fifteen days' notice of the hearing shall be given by one publication in a newspaper of general circulation in the county seat. The board shall consider protests and objections to the plan and may change or alter any portion of the comprehensive plan. However, before any change is made, that portion of the plan proposed to be changed shall be re-referred to the commission for its recommendation, which may be accepted or rejected by the board.

J. The board of supervisors may adopt the county comprehensive plan as a whole or by successive actions adopt separate parts of the plan. The adoption or readoption of the comprehensive plan or any amendment to the plan shall be by resolution of the board. The adoption or readoption of, or a major amendment to, the county comprehensive plan shall be approved by the affirmative vote of at least two-thirds of the members of the board. All major amendments proposed for adoption to the comprehensive plan by the board shall be presented at a single public hearing during the calendar year the proposal is made. The adoption or readoption of the comprehensive plan, and any major amendment to the comprehensive plan, shall not be enacted as an emergency measure and is subject to referendum as provided by article IV, part 1, section 1, subsection (8), Constitution of Arizona, and title 19, chapter 1, article 4. For the purposes of this section, "major amendment" means a substantial alteration of the county's land use mixture or balance as established in the county's existing comprehensive plan land use element for that area of the county. The county's comprehensive plan shall define the criteria to determine if a proposed amendment to the comprehensive plan effects a substantial alteration of the county's land use mixture or balance as established in the county's existing comprehensive plan land use element for that area of the county.

K. N/A

L. If the motion to adopt or readopt the plan or an amendment to the plan fails to pass, the board may reconsider the motion in any manner allowed by the board's rules of procedure, but any subsequent motion for the adoption or readoption of the plan or a major amendment to the plan must be approved by an affirmative vote of at least two-thirds of the members of the board. If the board fails to adopt or readopt the plan, the current plan remains in effect until a new plan is adopted. The board shall either reconsider the proposed plan or consider a revised plan within one year and shall continue to do so until one is adopted. All subsequent considerations of a new or revised plan must comply with the procedures prescribed by this article.

M. A county comprehensive plan, with any amendments, is effective for up to ten years from the date the plan was initially adopted or until the plan is readopted or a new plan is adopted pursuant to this subsection and becomes effective. On or before the tenth anniversary of the plan's most recent adoption, the board shall either readopt the existing plan for an additional term of up to ten years or shall adopt a new comprehensive plan as provided by this article.

N. A person, after having participated in the public hearing pursuant to subsection I of this section, may file a petition for special action in superior court to review the board of supervisor's decision that does not comply with the mandatory requirement prescribed in section 11-804, subsection B, paragraph 1, subdivision (e) within thirty days after the board has rendered its decision. The court may affirm, reverse or remand to the board of supervisors, in whole or in part, the decision reviewed for further action that is necessary to comply with the mandatory requirements prescribed in section 11-804, subsection B, paragraph 1, subdivision (e).

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. 2022-134

This Contract is entered into this_____day of_____, 2022 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("Owner"), and Cascadia Partners, LLC, an Oregon Limited Liability Company ("Consultant").

WHEREAS, the City desires to receive and the Consultant is able to provide professional planning services for projects identified by the Community Development Division;

NOW, THEREFORE, in consideration for the mutual promises contained herein the City and the Consultant ("the Parties") agree as follows:

SERVICES

1. Scope of Work: The Consultant shall provide professional planning services generally described as:

   Scenario Planning and Associated Public Participation for the Regional Plan Update

   as more specifically described in the Scope of Work attached hereto as *Exhibit A*. The proposed schedule is set forth in *Exhibit A-1* and may be modified by mutual agreement of the City Representative and Consultant.

2. Standard Terms and Conditions: The City's Standard Terms and Conditions for Services attached hereto as *Exhibit B* apply to the performance of this Contract.

3. Key Personnel/Subcontractors: Consultant was selected for its special knowledge, skills and expertise and shall not subcontract work in whole or in part with the City's advance written consent. The contact information for Consultant's Key Personnel and subcontractors (if any) shall be provided to the City. Key Personnel are those whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services are identified in *Exhibit A-2*. The City Representative has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

4. City Representative: The City Representative is Sara Dechter, Comprehensive and Neighborhood Planning Manager or her designee. All communications with the City shall be through the City Representative. The City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Procurement Specialist.

5. City Cooperation: The City will cooperate with the Consultant by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for the Consultant's performance of this Contract.

CONTRACT TERM

6. Contract Term: The Contract term is for a period of two (2) years, commencing upon issuance of the Notice to Proceed in October 2022.
7. Renewal: This Contract may be renewed or extended for up to two (2) additional one (1)-year terms by mutual written consent of the parties. The City Manager may designate this authority to the Purchasing Director.
8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions

attached as *Exhibit B.*

9. Availability of Funds: The City may terminate all or a portion of the Contract immediately, without prior notice and/or penalty, if there is no funding for the services due to budget constraints and non-appropriation of funds for the following fiscal year.

PAYMENT

10. Compensation: In consideration for the Consultant's satisfactory performance, the City shall pay the Consultant in an amount not to exceed Two Hundred Eighty-Four Thousand Nine Hundred Sixty-Five dollars ($284,965.00), as described in *Exhibit A-1*. Consultant shall invoice City upon completion of each Task, in an amount not to exceed the Total Cost of the Task as listed. If Consultant is able to complete a Task at a lesser cost or with fewer hours than estimated, Consultant will invoice City for the actual lesser cost of the Task. Any price adjustment must be approved in writing and approved by both the parties. The City Manager or his designee (the Purchasing Director) may approve an adjustment if the Contract price is less than $50,000; otherwise, the approval of City Council is required.

INSURANCE

11. Insurance: Throughout the term of this Contract, the Consultant shall maintain insurance in compliance with the City Standard Insurance Requirements set forth in the attached *Exhibit C.*

NOTICE

12. Notice: Any notice concerning this Contract shall be sent by certified mail and email to the persons listed below or such other person as the party may designate in writing, as follows:

CITY:
Emily Markel
Procurement Specialist
City of Flagstaff
211 West Aspen Avenue Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov

WITH A COPY TO:
Sara Dechter
Comprehensive and Neighborhood Planning Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
sdechter@flagstaffaz.gov

CONSULTANT:
Alex Steinberger, Managing Partner
1022 NW Marshall Street, Suite 380
Portland, OR 97209
steiny@cascadia-partners.com

WITH A COPY TO:

MISCELLANEOUS

13. Successors and Assigns: Consultant was selected for its special knowledge, skills and expertise, and shall not assign this Contract, in whole or in part, without the City's prior written approval. Likewise, Consultant shall not delegate any duty required by the Contract without prior written approval of the City.

14. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

15. Execution: This Contract is effective the date upon final signature of both parties.

CONSULTANT

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A
SCOPE OF WORK

Cascadia Partners' Scenario Planning and Associated Public Participation for the Regional Plan Update - Scope of Work

Draft 9/15/2022

TASK 1: PROJECT START UP

Description: The purpose of Task 1 is to finalize the scope of work, develop an engagement plan, and allow the Consultant Team to understand past planning efforts through background document review.

- **Task 1.1 - Kick-Off Meeting:** Once under contract, Cascadia Partners (CP) and subconsultants (the Consultant Team) will schedule a consultant/client kick-of meeting with City and County staff (the Admin Team) to establish roles and responsibilities, finalize the schedule of deliverables, define data needs, select a scenario planning "core platform", and begin to identify priority stakeholder groups for outreach as community liaisons.

- **Task 1.2 - Background Document Review:** Cascadia Partners will review all relevant past planning documents and prepare a data request list for the Admin Team.

- **Task 1.3 - Community Engagement Plan for Scenarios:** The Consultant Team will work with the Admin Team to develop a comprehensive Engagement Plan for Scenarios that defines engagement goals and objectives for the Technical Advisory Group (TAG), community-based partners and general public engagement. The Admin Team will be responsible for chartering and recruiting members for the TAG. The Engagement Plan for Scenarios will include a work plan of engagement activities including meetings with the TAG, other priority stakeholder groups, and the general public. The Engagement Plan for Scenarios will also define staff, consultant, and community partner roles, communications plan, and materials required for each activity. The Engagement Plan for Scenarios will be an appendix of the published Public Participation Plan Outline.

ADMIN TEAM RESPONSIBILITIES:

- Provide a list of relevant planning documents
- Provide available requested data
- Recruit and charter TAG
- Identify priority stakeholder groups

TASK 1 DELIVERABLES:

- Kick-Of Meeting agenda and notes
- Final Scope of Work and Project Schedule
- Background Documents and Data Request List
- Community Engagement Plan for Scenarios

TASK 2: EXTERNAL FACTORS AND TRENDS

Description: The purpose of Task 2 is to develop a database of external factors (i.e. floods, federal funding, systemic racism, autonomous vehicles) that matter locally and to prioritize those external factors in terms of perceived likelihood and importance.

- **Task 2.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.

- **Task 2.2 - Technical Work:** CP will conduct a meta-analysis of external factors and recent trends and their likely impacts on the Flagstaff region. Research will draw from academic sources as well as local plans and studies such as assessments of the quality and capacity of infrastructure in areas of potential infill, high-level considerations of fiscal constraints, and findings from Flagstaff's recently-completed Housing Study.

- **Task 2.3 - Communications:** CP will summarize findings from task 2.2 into a concise memorandum and slide presentation which will be further refined through a work session with the TAG. Based on these refinements, CP will develop an engaging public outreach video that will clearly explain external factors and their importance, while prompting viewers to think critically about what factors they think are most important. To accompany the video, CP will also develop a prioritization exercise that will allow participants to provide input on the external factors. In tandem with these efforts, the Admin Team will work with the TAG to begin developing goal, policy, and implementation measures to test when scenarios are developed in task 5.

CP will lead a ninety-minute meeting for the Joint Planning and Zoning Commission, City Council members and their staff, and the County Board of Supervisors to introduce the external factors and give them the opportunity to provide feedback.

- **Task 2.4 - Engagement:** Up to eight (8) community-based organizations (CBOs) would be invited to be an outreach and engagement partner during this phase in preparation for engagement in future phases. The Admin Team will develop a list of community-based organizations serving priority stakeholder groups to support the project's outreach efforts. The Consultant Team will meet with participating community partners to onboard and orient them to project outreach activities and expectations.

Each CBO partner will be provided a $1000 stipend to complete project outreach activities for the scenario planning work (Tasks 2,4,6, and 8), and another $1000 stipend to participate in the policy collaboration work (Tasks 7, 9, and 10).

CP and the Consultant Team will design a run-of-show for a series of small, replicable public meetings (i.e. study circles, focus groups, etc.). The Admin Team, working with CBOs, ETD Inc. and Building Community, will use this run-of-show and the materials developed in task 2.3 to host up to eight (8) small format public meetings to gather input for this phase of the project. CP team will attend and lead the facilitation of up to one (1) of these meetings to train the Admin Team for subsequent events. Following the conclusion of outreach activities, CP and the Consultant Team will summarize input received and provide a short synopsis of external factor engagement.

ADMIN TEAM RESPONSIBILITIES:

- Lead Meetings with TAG to Develop Initial Goals, Policies, Implementation Measures
- List of Community-Based Organizations and Contacts
- Co-Facilitation / Attendance at Public Meetings
- Coordination of In-Person Engagement Events (i.e. Venue, Childcare, etc) including the cost of printing materials, translation services, venue rental, childcare, and food.
- Notifications to the public including website, social media, newspaper, radio, or other analog or digital advertisements will be posted, maintained, and paid for by the Admin Team. CP will assist with content creation.

TASK 2 DELIVERABLES:

- External Factors Summary Memorandum
- External Factors Summary Presentation
- Education and Outreach Video
- Prioritization Exercise
- Run-of-Show for Engagement Events
- Attendance / Co-Facilitation of Public Events
- Summary of Engagement
- TAG Meetings (2)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 3: BASE 2045 SCENARIO

Description: The purpose of task 3 is to build a model of what the community would look like if all available land were to "build out" based on current zoning entitlements. The purpose of this scenario is as a baseline that can be compared to other scenarios and analyzed relative to high priority external factors.

- **Task 3.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.

- **Task 3.2 - Technical Work:** Technical work in this phase of the project will consist of calibration and build-out analysis. CP will work with the Admin Team to calibrate the selected scenario planning "core platform" (i.e. UrbanFootprint, Envision Tomorrow, or CommunityViz) to Flagstaff Region-specific conditions. In addition, CP will perform research into existing zoned entitlements, and adopted area and specific plans, using data compiled by the Admin Team. Using the calibrated scenario planning tool, CP will develop a build-out scenario and provide the Admin Team with a basic report-out of key performance indicators such as population and employment capacity, average build-out densities, and maps of where future development would occur. These results will be summarized in a concise slide presentation that will be used as an interim deliverable before more thorough reporting is conducted as part of Task 4.

ADMIN TEAM RESPONSIBILITIES:

- Provide Feedback (As Needed) on Scenario Tool Calibration
- Provide background materials for zoning entitlement and adopted area and specific plans

TASK 3 DELIVERABLES:

- Calibrated Scenario Planning "Core Platform"
- Base 2045 Build-Out Scenario
- Base Scenario slide Presentation

TASK 4: SCENARIO THEMES

Description: The purpose of Task 4 is to develop a compelling narrative about the base scenario developed in Task 3, and to engage the public in helping develop three (3) alternative scenario themes (i.e. grow up, grow out, TOD, etc). Task 4 marks the transition from exploratory scenario planning to a more normative process in order to answer the "how should we grow" question that is most typically associated with scenario planning. It does this with the added context developed in Task 2 that allows us to also answer the question: "how do we grow given that we will need to deal with external factors x, y, z?"

- **Task 4.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.

- **Task 4.2 - Communications:** CP will present the results of Task 3 to the TAG to refine how they should be messaged to the general public. Based on these refinements, CP will develop an engaging public outreach video that explains what a "no action" scenario would mean for the future of Flagstaff and the external factors that the region will need to address. This video will also describe a simple map-based exercise that will prompt members of the public to identify where growth of various types should be allocated in the future. This exercise will then be tested with the TAG and refined as necessary. Following the conclusion of public input described in Task 4.3, the Consultant and

Admin Teams will meet with the TAG to present draft scenario themes and engage in a brainstorming session to link them with proposed goals, policies, and implementation measures.

CP will also present the draft alternative scenario themes in a ninety-minute meeting for the Joint Planning and Zoning Commission, City Council members and their staff, and the County Board of Supervisors to give them the opportunity to provide feedback.

- **Task 4.3 - Engagement:** CP and the Consultant Team will design a run-of-show for a series of small, replicable public meetings (i.e. study circles, workshops, focus groups, etc.). The Admin Team, working with CBOs, ETD Inc. and Building Community, will use this run-of-show and the materials developed in task 4.2 to host up to eight (8) small format public meetings to gather input for this phase of the project. CP will attend and lead the facilitation of up to one (1) of these meetings to train the Admin Team for subsequent events. Following the conclusion of outreach activities, CP will summarize input received and provide a short synopsis of scenario theme engagement.

ADMIN TEAM RESPONSIBILITIES:

- Facilitate Goals, Policies, and Implementation Measures Discussion w/TAG
- Co-Facilitation / Attendance at Public Meetings
- Coordination of In-Person Engagement Events (i.e. Venue, Childcare, etc) including the cost of printing materials, translation services, venue rental, childcare, and food.
- Notifications to the public including website, social media, newspaper, radio, or other analog or digital advertisements will be posted, maintained, and paid for by the Admin Team. CP will assist with content creation.
- Coordinate and send invitations for the Commission/Council/Board meetings.

TASK 4 DELIVERABLES:

- Build Out and External Factors Video

- Scenario Workshop Exercise
- Run-of-Show for Engagement Events
- Attendance / Co-Facilitation of Public Events
- TAG Meetings (3)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 5: DRAFT SCENARIO MODELING

Description: The purpose of Task 5 is to build upon the three scenario themes developed during Task 4 using the calibrated scenario planning "core platform" developed in Task 3. The result of this task will be up to three (3) scenarios and a refined build-out scenario as well as accompanying indicators, summarized in a technical slide presentation.

- **Task 5.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.

- **Task 5.2 - Technical Work:** CP will work with the Admin Team and the TAG to refine the parameters (i.e. control totals, preferred indicators, etc.) to be used for the scenarios. Using the scenario planning "core platform", CP will first revise the base scenario developed in Task 3 to meet parameters discussed with the TAG. CP will then use input received during Task 4 to model up to three (3) alternative scenarios. Scenario indicators developed through this work will depend on the "core platform" selected, but will include at a minimum, the following:
    - Water and Energy Use
    - Number and Density of Dwelling Units, Jobs, Households, Population
    - Residential per Capita Vehicle Miles Traveled (VMT)
    - Sales and Property Tax Revenue Generated (in horizon year)
    - Building and Transportation Greenhouse Gas (GhG) Emissions

ADMIN TEAM RESPONSIBILITIES:

- Provide Feedback on Scenario Parameters (As Needed)

TASK 5 DELIVERABLES:

- Refined Base Scenario
- Up to Three Alternative Scenarios
- TAG Meetings (2)
- Technical Summary Slide Presentation

TASK 6: SCENARIO CHOOSING

Description: The purpose of Task 6 is to package the results of the scenarios developed in Task 5 into a public-friendly format that will be shared through the City of Flagstaff's OpenGov engagement platform and through in-person engagement events. This will provide the TAG, CBO partners, and the broader public the opportunity to identify their preferred scenario and give feedback on the goals, policies, and implementation measures they most support.

- **Task 6.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.
- **Task 6.2 - Communications:** CP will develop adaptive, public-friendly communication materials for the purposes of building an interactive online engagement survey tool (using the City's existing platforms). The core of these materials will be a scenario "report card" that clearly shows the performance of each alternative scenario across a range of performance indicators and a short public engagement video that summarizes the project background and describes each scenario.

In addition, CP will develop promotional materials (i.e. social media posts, etc) that could help promote the public to take the survey. It is recommended to offer incentives for taking the survey. Engagement and communication materials could include:

- **Online public survey**
  - Short video to explain scenarios or other project background
  - Digital version of the scenario "report card"
  - Simple survey tool built within the OpenGov platform
- **Communication pieces to promote the survey**
  - Social media graphics, posts, schedule
  - Website/webpage content
  - Postcards with survey link/QR code (printing/mailing costs paid by City of Flagstaff)
  - Mailers or content for a monthly newsletter (printing/mailing costs paid by City of Flagstaff)
- **Meeting-in-a-box**
  - Scenario "report card" handout
  - Short video to explain scenarios or other project background
  - Scenario choosing survey tool (personality quiz, etc)

CP will present the draft alternative scenarios in a ninety-minute meeting for the Joint Planning and Zoning Commission, City Council members and their staff, and the County Board of Supervisors to give them the opportunity to provide feedback.

- **Task 6.3 - Engagement:** ETD Inc. and Building Community LLC will work with the Admin Team to co-facilitate up to eight (8) study circles using the scenario choosing "meeting in a box." An example facilitated activity could include something similar to a "personality quiz" where a series of questions are asked and responses generate output of a rank prioritization or single scenario that best aligns with the responses, this would then prompt further reflection from the participant. The "meeting in a box" can be used by the Admin Team to host additional study circles without the Consultant Team co-facilitating, if desired.

ADMIN TEAM RESPONSIBILITIES:

- Co-Facilitation / Attendance at Public Meetings
- Notifications to the public including website, social media, newspaper, radio, or other analog or digital advertisements will be posted, maintained, and paid for by the Admin Team. CP will assist with content creation.
- Coordination of In-Person Engagement Events (i.e. Venue, Childcare, etc) including the cost of printing materials, translation services, venue rental, childcare, and food.
- Populate and Maintain OpenGov Website
- Coordinate and send invitations for the Commission/Council/Board meeting

TASK 6 DELIVERABLES:

- Scenario Choosing Meeting-In-a-Box Materials
- Public Survey Content (Draft, Final)
- Public Survey Communication Materials
- Scenario Choosing Analysis and Summary
- TAG Meetings (1)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 7: Policy Collaboration Start-Up

Description: The purpose of the following subtasks is to establish and finalize the engagement plan for the policy collaboration based on information gathered from the scenarios process thus far and key informant interviews.

- **Task 7.1 - Key Informant Interviews:** CP and the Consultant Team will conduct in depth interviews with up to eight (8) key informants identified by the Admin Team— community leaders, professionals, academics, or residents—who have first-hand knowledge about the community. Key informants can help the Project Team better understand the potential impacts of suggested policies and goals, and how they might be perceived by the public. Outcomes of this phase will provide the overarching context for policy creation and help guide the creation of Community the Engagement Plan for Policy Collaboration.

- **Task 7.2 - Community Engagement Plan for Policy Collaboration:** CP will work with the Admin Team to develop an engagement plan that defines engagement goals and objectives for participants in the Policy Collaboration work. The Community Engagement Plan for Policy Collaboration will include a work plan for meetings with priority stakeholder groups. It will also define staff, consultant, and CBO partner roles, the communications plan, and materials required for each activity. The Community Engagement Plan for Policy Collaboration will be an appendix of the published Public Participation Plan Outline.

ADMIN TEAM RESPONSIBILITIES:

- Assist in the creation of a priority stakeholder and key informant list
- Provide feedback on the Engagement Plan for Policy Collaboration

TASK 7 DELIVERABLES:

- Key informant interview summaries
- Community Engagement Plan for the Policy Collaboration

TASK 8: PREFERRED SCENARIO

Description: The purpose of Task 8 is to use the results of public and stakeholder engagement conducted as part of Task 6 to inform the selection of a preferred scenario.

- **Task 8.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.

- **Task 8.2 - Technical Work:** CP will work with the Admin Team to make any necessary refinements to the preferred scenario based on public input received in Task 6. This work will include minor changes to scenario mapping, and updates to scenario indicators.

- **Task 8.3 - Communications:** CP will present the draft preferred scenario in a ninety-minute meeting for the Joint Planning and Zoning Commission, City Council members

and their staf, and the County Board of Supervisors and make adjustments based on their feedback. CP will then revise the indicator "report card" as necessary based on refinements.

In order to further illustrate the benefits of the "preferred" scenario, CP will produce corridor or district-scale renderings of future development in the "base" and "preferred" scenarios for up to two locations for a total of up to four (4) renderings. In addition, the Admin Team will produce street-level renderings for the same locations under the same conditions. CP will package renderings and report card metrics into a digital and
print-ready communication package that present the preferred scenario, related strategies, and summarize the scenario development process. All of these products will be posted on the City's project website and shared with stakeholders digitally.

ADMIN TEAM RESPONSIBILITIES:

- Coordinate and send invitations for the Commission/Council/Board meetings
- Street-level renderings

TASK 8 DELIVERABLES:

- Preferred Scenario
- Updated Indicator "Report Card"
- Corridor or District-Scale Renderings (6)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 9: POLICY TRANSLATION

Description: In Task 9, CP will work with the City to refine a list of preferred goal/policy ideas resulting from scenarios process and preferred scenario selection.

- **Task 9.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.

- **Task 9.2 - Technical Work:** The scenarios process is intended to refine the initial list of goals, policies, and implementation measures that were developed by the TAG in Task 2. CP will work with the Admin Team to refine the initial list of goals, policies, and implementation measures developed throughout the process and further prioritized through the scenarios process and summarize them in a presentation slide deck. The Admin Team will have one (1) review cycle to provide comments on the slides. This document will be informed by the ongoing policy discussions that are part of Task 10.

In addition, CP will aggregate all scenario results to traffic analysis zones (TAZs) for use in Metro Plan's future modeling efforts. Finally, CP will package and transmit all

scenario-related GIS data and documents to the Admin Team for use in the development of a future land use map.

CP will present goals, policies, and implementation measures in a meeting to the Joint Planning and Zoning Commission, City Council members and their staff, and the County Board of Supervisors to give them the opportunity to provide feedback.

- **Task 9.3 - Communications:** CP will meet with the Admin Team and the TAG to present final deliverables for the project and ensure that participants stay engaged through further phases of the Comprehensive Plan update process.

ADMIN TEAM RESPONSIBILITIES:

- Provide consolidated feedback on the Policy Translation Presentation.
- Coordinate and send invitations for the Commission/Council/Board meetings.

TASK 9 DELIVERABLES:

- Policy Translation Presentation (Draft and Final)
- Scenario GIS Data and Supporting Documentation
- Scenario Results Aggregated to TAZs
- TAG Meetings (1)
- Commission/Council/Board Meeting (1)
- Slide Presentation for Council, Boards and Commissions

TASK 10: POLICY DISCUSSIONS

Description: The purpose of the following subtasks is to facilitate conversations with key stakeholders about potential policies and goals for the Regional Plan.

- **Task 10.1 - Project Management:** CP will conduct internal meetings with the Consultant and Admin Teams as necessary.

- **Task 10.2 - Communications Materials:** Develop adaptive, public-friendly communication materials that explain the policy translation process that can be used to facilitate conversations with the TAG and to invite and encourage CBO partners to continue with the Policy Collaboration. Materials will also be used to update project website communications and future opportunities for resident involvement. This might include fact sheets, social media graphics or posts, or website/webpage content.

- **Task 10.2 - Stakeholder Meetings**: Up to twelve (12) small group meetings of up to ninety minutes with stakeholders identified in the engagement plan. Meeting format

might include working groups, study circles, or committee/coalition discussion. Meetings may be grouped by Element theme. CP will create slide presentations (as needed) and an agenda and run-of-show for each meeting. CP and the Consultant Team will facilitate or co-facilitate the meetings with the Admin Team. Following the conclusion of outreach activities, the CP and the Consultant Team will summarize input received and provide a short synopsis of the policy discussions.

ADMIN TEAM RESPONSIBILITIES:

- Co-Facilitation / Attendance at Small Group Meetings
- Coordination of In-Person Engagement Events (i.e. Venue, Childcare, etc) including the cost of printing materials, translation services, venue rental, childcare, and food.
- Update OpenGov Website
- Manage social media postings

TASK 10 DELIVERABLES:

- Up to five (5) concise communication materials (draft, final)
- Meeting run-of-show, agendas, and presentations (as needed)
- Individual meeting summary notes
- Summary slide deck of "What We Heard" based on feedback throughout the policy collaboration, in a slide presentation

TASK 11: POLICY RECOMMENDATIONS AND IMPLEMENTATION

Description: CP will work with the Admin Team to refine policy recommendations based on the feedback from Task 10.2 and identify potential barriers and opportunities for implementation.

- **Task 11.1 - Draft Recommended Policies and Goals:** based on the feedback from Task 3.2, CP will prepare a draft set of policy recommendations for the Admin Team, grouped by Regional Plan element.

- **Task 11.2 - Implementation Feasibility:** the CP will take the draft set of recommended policies and summarize potential opportunities and barriers based on feedback and information gathered in Tasks 2 and 3.

- **Task 11.3 - Final Recommended Policies and Goals:** The Admin Team will have up to two (2) review cycles of the draft policy recommendations. After the Admin Team has reviewed, the CP will deliver a set of final recommendations along with a summary of potential implementation barriers and opportunities, in the form of a concise slide deck.

ADMIN TEAM RESPONSIBILITIES:

- Provide consolidated feedback on draft recommended policies and goals

TASK 11 DELIVERABLES:

- Draft and final goal and policy language for each Regional Plan element group including a summary of opportunities and barriers to implementation for each policy or goal, in a concise slide presentation.

EXHIBIT A-1
PRICING AND SCHEDULE

Proposed Budget

Flagstaff DRAFT Budget	CASCADIA PARTNERS CASCADIA TOTAL	UD4H UD4H TOTAL	ETC, Inc. ETC, INC TOTAL	Building Community, LLC BUILDING COMMUNITY TOTAL	Estimated Hours	Total Cost
Task 1: Project Start-Up	**$8,190**	**$0**	**$563**	**$338**	**64**	**$9,090**
1.1 Kick-Off Work Session	$2,470	$0	$188	$113	17	$2,770
1.2 Background Document Review	$2,490	$0	$0	$0	20	$2,490
1.3 Community Engagement Plan & Team Charter for Scenarios Work	$3,230	$0	$375	$225	27	$3,830
Task 2: External Factors	**$26,870**	**$0**	**$3,340**	**$2,400**	**225**	**$32,610**
2.1 Project Management	$2,490	$0	$0	$0	15	$2,490
2.2 Technical Work	$7,000	$0	$0	$0	46	$7,000
2.3 Communications	$8,800	$0	$0	$0	68	$8,800
2.4 Engagement	$8,580	$0	$3,340	$2,400	132	$14,320
Task 3: Base 2045 Scenario	**$11,840**	**$0**	**$0**	**$0**	**80**	**$11,840**
3.1 Project Management	$1,400	$0	$0	$0	8	$1,400
3.2 Technical Work	$10,440	$0	$0	$0	72	$10,440
Task 4: Scenario Themes	**$22,300**	**$0**	**$1,940**	**$900**	**165**	**$25,140**
4.1 Project Management	$1,660	$0	$0	$0	10	$1,660
4.2 Communications	$11,980	$0	$0	$0	77	$11,980
4.3 Engagement	$8,660	$0	$1,940	$900	78	$11,500
Task 5: Draft Scenario Modeling	**$28,570**	**$0**	**$0**	**$0**	**205**	**$28,570**
5.1 Project Management	$1,660	$0	$0	$0	10	$1,660
5.2 Technical Work	$26,910	$0	$0	$0	195	$26,910
Task 6: Scenario Choosing	**$27,920**	**$0**	**$3,580**	**$2,250**	**228**	**$33,750**
6.1 Project Management	$1,660	$0	$0	$0	10	$1,660
6.2 Communications	$16,600	$0	$0	$0	116	$16,600
6.3 Engagement	$9,660	$0	$3,580	$2,250	134	$15,490
Task 7: Policy Collaboration: Start-Up	**$10,220**	**$0**	**$1,750**	**$1,050**	**94**	**$13,020**
7.1 Key Informant Interviews for Collaborative Process	$7,700	$0	$1,250	$750	70	$9,700
7.2 Community Engagement Plan for Collaborative Process	$2,520	$0	$500	$300	24	$3,320
Task 8: Preferred Scenario	**$16,300**	**$0**	**$0**	**$0**	**112**	**$16,300**
8.1 Project Management	$1,660	$0	$0	$0	10	$1,660
8.2 Technical Work	$4,220	$0	$0	$0	26	$4,220
8.3 Communications	$10,420	$0	$0	$0	76	$10,420
Task 9: Policy Translation	**$12,100**	**$0**	**$1,800**	**$1,125**	**93**	**$15,025**
9.1 Project Management	$1,400	$0	$0	$0	8	$1,400
9.2 Technical Work	$6,200		$0	$0		$6,200
9.3 Communications	$4,500	$0	$1,800	$1,125	65	$7,425
Task 10: Policy Collaboration: Discussions	**$29,180**		**$11,200**	**$5,000**	**268**	**$45,380**
10.1 Project Management	$2,790		$1,680	$750	27	$5,220
10.2 Communications Materials	$7,950	$0	$1,120	$500	59	$9,570
10.3 Stakeholder Meetings	$18,440	$0	$8,400	$3,750	182	$30,590
Task 11: Policy Collaboration: Implemention	**$21,950**		**$5,040**	**$2,250**	**171**	**$29,240**
11.1 Draft Recommended Policies and Goals	$3,310		$1,680	$750	31	$5,740
11.2 Final Policy and Goal Recommendations	$8,500	$0	$1,120	$500	58	$10,120
11.3 Implementation Opportunities and Barriers Summary	$10,140	$0	$2,240	$1,000	82	$13,380
Tasks Subtotal	$215,440	$0	$29,213	$15,313	1,412	$259,965
Engagement Expenses (CBO compensation, translation, printing, etc)						$16,000
Travel Expenses (4 Trips, 2 People Each Trip)						$9,000
Grand Total						$284,965

Additional (Optional) Services

Additional Service	Impacted Tasks	Description	Cost
Fourth Alternative Scenario	4, 5	CP will develop one scenario theme and modeled scenario in addition to the three alternatives included in the base scope of work	$5,000
Composite Preferred Scenario	7	Instead of simply selecting and refining a preferred scenario from the set of alternatives, CP will develop a new preferred scenario that is a composite of elements of alternative scenarios	$3,000
Future Land Use Map	8	CP will use the outputs of the scenarios process, past plans, environmental features, zoning, and other data to develop a Future Land Use Map (FLUM) for the Comprehensive Plan. This FLUM will be either parcel specific or generalized, depending on client preference	$7,500
Housing Policy Analysis	8	CP will utilize its proprietary real estate pro-forma and economic model to analyze the impact of proposed housing policy changes. For instance, if waivers or reductions to impact fees or other incentives are proposed, CP can estimate the impact to housing capacity, housing costs, etc.	$3,000 base fee + $2,000 for each policy test
Fiscal Impact Analysis	5, 6, 7, 8	CP will produce fiscal impact cost-to-revenue assessments for scenarios as desired by client	$10,000
UD4H NPHAM Public Health Indicators for Base and Preferred Scenarios	3,7	Urban Design 4 Health (UD4H) to run existing conditions, the "base" scenario and "preferred" scenario through their National Public Health Assessment Model (NPHAM) to produce a range of public health indicators to include in the updated indicator "report card".	$8,000
UD4H Public Health Metrics for Additional Scenarios	5, 6	UD4H will produce public health metrics to accompany all scenarios, Cascadia Partners will include these metrics in the "report cards"	$8,000
Custom Water Reporting	5, 6, 7	CP will post-process scenario water indicators using neighborhood or district-specific water consumption rates	$3,000
Scenario "Stress Tests"	5, 6, 7	CP will modify each scenario based on an external factor such as variable population and employment or alternative transportation networks. These "stress tests" would allow us to better understand if a scenario would produce desired results for Flagstaff if certain external factors came into play.	$5,000 per stress test
Preferred Scenario Open House Event(s)	7	In addition to publishing the results of the scenarios process on the City's project website, CP will design and facilitate an in-person open house event or events to share the results with the public.	$7,500 - $10,000 per event
Additional Renderings	7	CP will produce additional corridor or district-scale renderings	$1,000 per location and scenario
Digital Map-Based Tool	4	CP will calibrate and deploy a web-based mapping tool for use during the scenario theme phase of the project. This tool will allow participants to show where they would like growth to happen in the region, via a tool embedded in the city's project website.	$8,000 (includes license)
Best Practices Research	1	CP will research best practices on integrating exploratory scenario planning into comprehenisve plans. Deliverable will be a PowerPoint presentation that summarizes best practices and lessons learned for Flagstaff	$2,500
Consultant's Attendance at Additional Commission/Council/Board Meetings	All	CP will prepare presentation materials, agenda, and up to two members of the consultant team will attend an additional Commission/Council/Board meeting and provide notes to client as needed after the meeting.	$1000 per meeting
Materials Prep for Additional Commission/Council/Board Meetings	All	CP will prepare presentation materials for an additional Additional Commission/Council/Board meeting.	$500 per meeting
CP In-Person Trips to Flagstaff	All	One staff person, 2 nights, 3 days	$1,000

Proposed Schedule

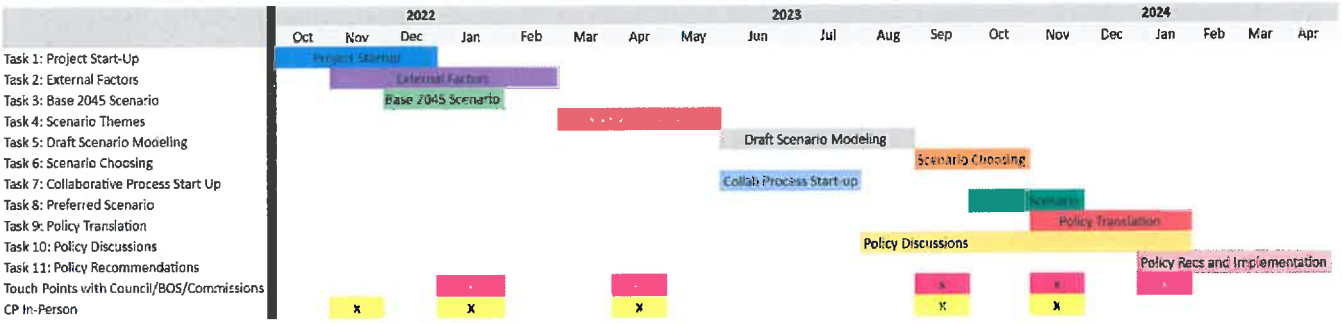


EXHIBIT A-2
RESPONSE TO RSOQ

CASCADIA
PARTNERS

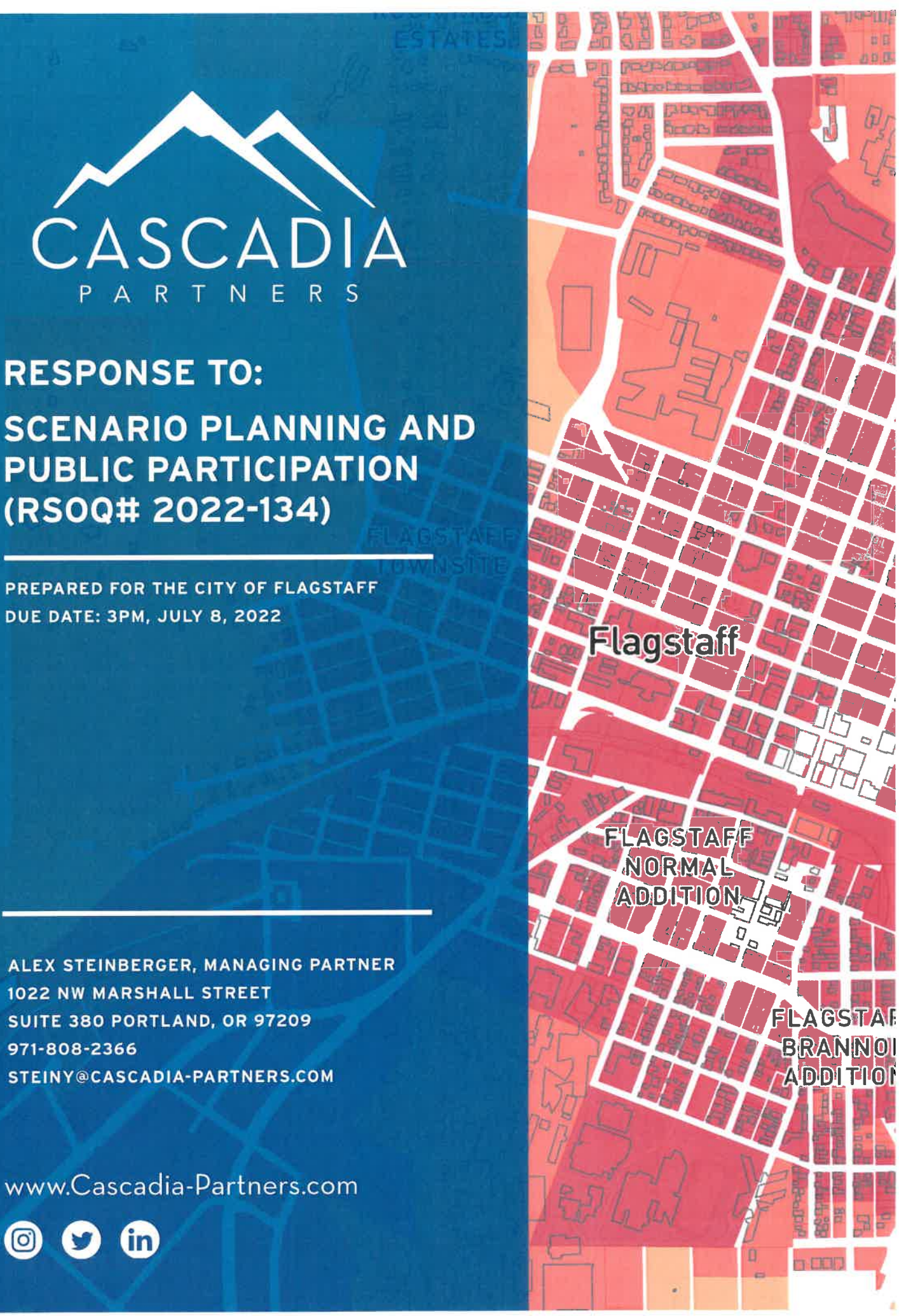
RESPONSE TO:

SCENARIO PLANNING AND PUBLIC PARTICIPATION (RSOQ# 2022-134)

PREPARED FOR THE CITY OF FLAGSTAFF
DUE DATE: 3PM, JULY 8, 2022

ALEX STEINBERGER, MANAGING PARTNER
1022 NW MARSHALL STREET
SUITE 380 PORTLAND, OR 97209
971-808-2366
STEINY@CASCADIA-PARTNERS.COM

www.Cascadia-Partners.com



CASCADIA PARTNERS

MAIN POINT OF CONTACT:
ALEX STEINBERGER, MANAGING PARTNER
1022 NW MARSHALL STREET, SUITE 380
PORTLAND, OR, 97209
C: 971.808.2366
E: STEINY@CASCADIA-PARTNERS.COM

IN PARTNERSHIP WITH:

UD4H
URBAN DESIGN 4 HEALTH

JIM CHAPMAN
353 ROCKINGHAM ST
ROCHESTER, NY 14620
C: 585.775.9020
E: JCHAPMAN@UD4H.COM

ETD INC

EUNICE TSO
2101 N. 4TH ST, SUITE 201
FLAGSTAFF, AZ 86004
C: 928.779.6032
E: EUNICE@ETD-INC.COM

BUILDING COMMUNITY
Family Centered Solutions

RENE REDDAY, M.ED
1718 N MAIN ST
FLAGSTAFF, AZ 86004
C: 928.266.8006
E: RENE@BUILDINGCOMMUNITYFLAGSTAFF.COM

CASCADIA
PARTNERS

Brian Eilerts
Procurement Specialist
City of Flagstaff - Purchasing Division
211 West Aspen Avenue
Flagstaff, AZ 86001

Dear Mr. Eilerts,

On behalf of the Cascadia Partners team, I am pleased to submit the following response to the City of Flagstaff's Scenario Planning and Associated Public Participation for the Regional Plan Update Request for Statements of Qualifications (RSOQ). Our team of local and national experts in scenario planning and equitable public engagement is excited at the prospect of working with the City of Flagstaff to chart a course of action for its Regional Plan Update.

The question of what 2045 will look like is more uncertain than ever. COVID-19, rising home prices, water scarcity, and climate change are among the factors outside of our direct control that must be considered when planning for the future. It is clear from your requested scope of services that the City of Flagstaff has a deep understanding of scenario planning and desire to address these external factors. Clearly you also recognize that new uncertainties require new techniques.

To respond to the unique blend of normative and exploratory scenario planning and public engagement called for in this RSOQ, we have assembled a multidisciplinary team. It includes land use planners, public health researchers, and seasoned veterans of regional planning from across the country. In addition, we bring a tool-agnostic approach honed over decades of combined experience as former developers of two of the most widely-used scenario planning software packages - UrbanFootprint and Envision Tomorrow. Our goal is to work collaboratively with the City of Flagstaff to create a new template for scenario planning, adapted for this new age of uncertainty.

The attached proposal lays out our credentials and experience in detail. I am authorized to represent the Cascadia team in negotiations and will serve as the project contact/principal if selected.

Respectfully Submitted,



Alex Steinberger, Managing Partner
Cascadia Partners
1022 NW Marshall Street, Suite 380
Portland, OR 97209
971.808.2366

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A.

CONSULTANT OVERVIEW, EXPERIENCE AND PERSONNEL

TEAM ORGANIZATIONAL CHART



Cascadia Partners LLC is a land use planning, real estate consulting, and scenario planning firm, based in Portland, Oregon. Our portfolio includes dozens of successful scenario-driven regional, city-wide, and sub-area plans. Our partners are national pioneers in regional growth modeling and GIS-based analysis and have been fortunate to work alongside some of the greatest minds in scenario planning such as Peter Calthorpe and John Fregonese. That experience means we not only know how to calibrate and run scenario software, we also have the planning background to help you use scenario planning in a meaningful way.

Urban Design 4 Health, Inc. (UD4H) specializes in the interactions between land use, built environment, transportation, air quality, behavior, public health, equity and the economy. UD4H provides evidence-based advice, analyses and software tools to its clients on the relative impacts of alternative approaches to land use and transportation investment decisions.

ETD Inc. was founded in 1995 to assist project developers in navigating the myriad of tribal and federal environmental regulations that beset Indian Country. Since then, ETD has grown to meet other needs of communities across the Flagstaff region and has successfully completed hundreds of projects over the past 23 years.

Building Community, led by Rene RedDay, M.Ed., is an engagement consultancy that intentionally initiates, develops, and maintains ongoing relationships with youth, families, and organizations throughout Coconino County. Building Community strongly believes community voice should inform organizational decisions. Their social entrepreneurship helps non-profit, public, and private entities ensure they are relevant to Coconino County communities.



ALEX STEINBERGER

PARTNER / SCENARIO PLANNING ADVISOR

971.808.2366 | steiny@cascadia-partners.com

ABOUT

Alex is an urban planner and economist with a strong foundation in geographic information systems (GIS). He has over 10 years of experience working in the field of urban planning with a specialty in land use modeling. He has built and calibrated numerous scenario planning tools and was instrumental in the development of one of the most widely-used scenario software packages on the market: Envision Tomorrow.

Alex's work at Cascadia Partners focuses on scenario planning, housing, and economic development. He has experience working at a range of scales, from site-specific redevelopment projects to regional visioning efforts. In every project, Alex employs cutting edge planning tools and techniques with an eye for communicating complex topics to non-technical audiences. His experience has taught him that technical analysis is only as useful as the story it is able to tell.

EDUCATION

Master of Urban and Regional Planning
Portland State University

Bachelor of Arts, Economics
University of California, Los Angeles

WORK EXPERIENCE

Managing Partner, Cascadia Partners, *April 2018 to present*

Project Manager, Fregonese Associates *September 2012 to April 2018*

Assistant Planner, Oregon Dept. of Transportation
November 2011 to August 2012

SELECTED PROJECTS

Envision 2050 Regional Transportation Plan
Stockton, CA – 2021 - 2022

Alex served as principal-in-charge for the San Joaquin Council of Governments' (SJCOG) Regional Transportation Plan scenarios process. He worked with SJCOG to develop an innovative exploratory scenario planning (XSP) process that considered multiple potential futures and variable rates of autonomous vehicle adoption, climate change impacts, and telecommuting. With his guidance, SJCOG was able to engage a diverse group of stakeholders and adopted a preferred land use and transportation scenario in May of 2022.

Forging PGH Comprehensvie Plan
Pittsburgh, PA – 2019 - 2021

As project manager for a teame of national and local comprehensive planning experts, Alex worked with the City of Pittsburgh to execute a scenarios process for their first-ever comprehensive plan. As part of this work, Alex helped the city grapple with uncertainties around expected population and employment growth. Alex also helped the City select a scenario planning tool (UrbanFootprint) and facilitated training sessions for City staff.

Resilient Merced
Merced, CA – 2019 - 2020

Working for Merced County and the Nature Conservancy, Alex and his team analyzed four regional growth scenarios using Envision Tomorrow and UrbanFootprint. The scenarios explored various potential policies including a natural and working lands preservation strategy. Through this analysis, Alex was able to show how natural and working lands preservation can have far-reaching positive impacts on fiscal health, water quality, and vehicle-miles traveled.

CASCADIA
PARTNERS



SACHI ARAKAWA

PARTNER / PROJECT MANAGER

971-285-7049 | sachi@cascadia-partners.com

ABOUT

Sachi is an urban planner and GIS analyst who has done work across public, private, and non-profit sectors. She specializes in creating relatable and easy to understand products for engaging diverse audiences in complex planning topics through a variety of mediums, including interactive web maps, tactile print maps, data visualizations, infographics, surveys, and interactive activities. With a background in both analysis and community engagement, Sachi works at the intersection of data and people. She values community collaboration and always strives to understand and center the needs of stakeholders impacted by a planning process.

EDUCATION

Master of Urban and Regional Planning
Portland State University

Bachelor of Arts, Geography, GIS minor - *with Honors*
Portland State University

AFFILIATIONS

Mapping Action Collective, *Executive Director*

CIVIC ENGAGEMENT

City of Portland Urban Forestry, *Neighborhood Tree Steward and Tree Team Lead*

Oregon Urban and Regional Information Systems Association (ORURISA), *Member*

Transportation Research and Education Center, *Summer Camp Instructor*

CASCADIA
PARTNERS

SELECTED PROJECTS

Climate Smart San José Natural and Working Lands Element City of San Jose, 2020 - 2022

Sachi was the project lead in the creation of a Natural and Working Lands (NWL) Element report for the City of San Jose, which will be an added component to the City's climate action plan. The NWL Element used scenario planning to evaluate and report on how land use changes on NWLs in the City may impact its net GHG emissions profile (carbon stocks, emissions, and sequestration).

Pittsburgh Analytics Advisors, City of Pittsburgh, PA, 2019 - 2021

The Cascadia Partners team, with Sachi as lead data analyst, served as scenario planning advisors to the City in the creation of their first-ever Comprehensive Plan. The Cascadia team helped City staff to design and deploy a citywide scenario planning visioning process, with extensive community engagement and collaborative decision making, much of which was done virtually, as the engagement portion of the project happened during the height of the Covid 19 pandemic.

Genesee-Finger Lakes Scenario Tool, Rochester, NY 2019 - 2021

Cascadia Partners was hired by the Genesee Transportation Council to identify a preferred scenario tool for the 9-county Genesee-Finger Lakes (G-FL) region. As analysis lead, Sachi helped the regional government select, configure, and deploy the scenario planning tool and implement pilot studies to test it. Once the preferred scenario planning tool (UrbanFootprint) was chosen, the Cascadia team worked with regional government staff to calibrate the tool for the G-FL region to develop two regional land use scenarios that more accurately represented local trends and place types.



AYANO HEALY

SENIOR ASSOCIATE / ENGAGEMENT LEAD

707-718-4921 | ayano@cascadia-partners.com

ABOUT

With a background in public health and urban planning, Ayano brings an interdisciplinary approach when working on projects to work toward more effective and equitable systems that support healthier lives and communities. Ayano has experience working in public, private, and non-profit sectors, specializing in culturally-responsive public engagement, strategic communications, research design, and data analysis.

As a public involvement and communications specialist, Ayano's role includes tailoring public involvement events and designing materials to engage specific project audiences and gather input that helps achieve project outcomes. As an experienced facilitator, Ayano has helped lead community-oriented conversations as well as technical and project advisory committees. She is adept at synthesizing community input into easily understood reports that clarify community needs, concerns, and desires.

EDUCATION

Master of Urban and Regional Planning
Portland State University

Master of Public Health
Oregon Health and Science University

Bachelor of Science, Health Promotion
University of Georgia

WORK EXPERIENCE

Senior Associate , Cascadia Partners, February 2020 to present

Program Coordinator, JLA Public Involvement, October 2012 to January 2020

Communications Lead, Quinault Indian Nation, January 2018 to June 2018

SELECTED PROJECTS

Expo Development Opportunity Study | Portland, Oregon (2019-present)
Ayano is currently leading the engagement and communications strategy to identify potential community benefits for the Portland Expo Center site's future redevelopment. Engagement strategies have been both broad and to specific priority communities due to the site's historical significance; Ayano helped design and facilitate a series of culturally-responsive discussions across a diverse set of stakeholders including the Native American, African American, and the Japanese American communities.

San Joaquin Regional Transportation Plan | San Joaquin County, California (2020-2022)
Cascadia Partners, with Ayano as project manager and engagement lead conducted outreach and developed scenarios for the San Joaquin Council of Governments' (SJCOG) Regional Transportation Plan. This effort included an innovative blend of exploratory and normative scenario planning. The engagement work focused on facilitating a diverse group of key stakeholders, conducting resident focus groups, and developing multilingual, educational videos and survey to understand resident priorities across the region.

CASCADIA
PARTNERS

B.

PROJECT EXPERIENCE

SCENARIO PLANNING QUALIFICATIONS

Our team recognizes that the City of Flagstaff seeks to develop a novel approach to scenario planning using Exploratory Scenario Planning (XSP) combined with sophisticated scenario tools. As nationally-renowned practitioners of scenario planning, Cascadia Partners staff of former scenario tool developers are well-positioned to help the City achieve this goal. We have helped cities and regional governments from Rochester, NY to San Jose, CA develop regional plans and engagement processes that integrate normative and exploratory scenario planning. The key to our approach is structuring a process that engages technical experts and the public in deep discussions about all future possibilities - building consensus around a common vision.

EXPLORATORY SCENARIO PLANNING EXPERTS

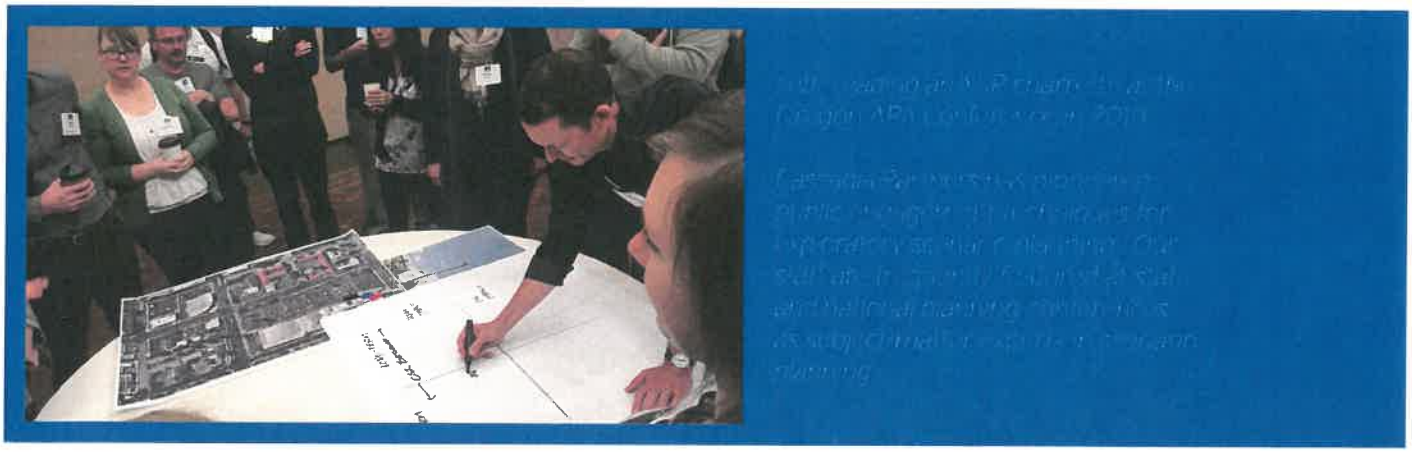
At Cascadia Partners, we understand that local governments are grappling with factors outside of their control such as climate change, water constraints, COVID-19, and population growth. Exploratory scenario planning (XSP) provides a framework for dealing with these uncertainties and helps identify policies that will be responsive to a range of future conditions. We recognize the strong elements of exploratory scenario planning in Flagstaff's requested scope of services and will utilize proven methods and techniques to incorporate it into the scenarios process.

REGIONAL AND COMPREHENSIVE PLAN EXPERIENCE

Cascadia Partners is a full service land use planning consulting firm with experience in all facets of zoning, housing, public engagement, and transportation planning. Our team has worked with dozens of communities around the country to integrate scenario planning into regional and comprehensive plans. Recent long range planning projects include a scenarios process for the City of Pittsburgh's first-ever comprehensive plan and an innovative exploratory scenarios process for California's San Joaquin Valley region.

PUBLIC SECTOR PERSPECTIVE

Key members of our team bring a depth of experience in regional governance and policy implementation. We are joined in this effort by Mike McKeever, former Executive Director of the Sacramento Area Council of Governments (SACOG). Mr. McKeever has decades of experience managing politically contentious regional planning efforts and was an early pioneer in the realm of normative scenario planning techniques.



SCENARIO PLANNING PROJECT EXAMPLES

GENESEE TRANSPORTATION COUNCIL REGIONAL SCENARIOS

Location: Rochester, NY Region
Scenario Type: Normative
Tools Used: UrbanFootprint, NPHAM

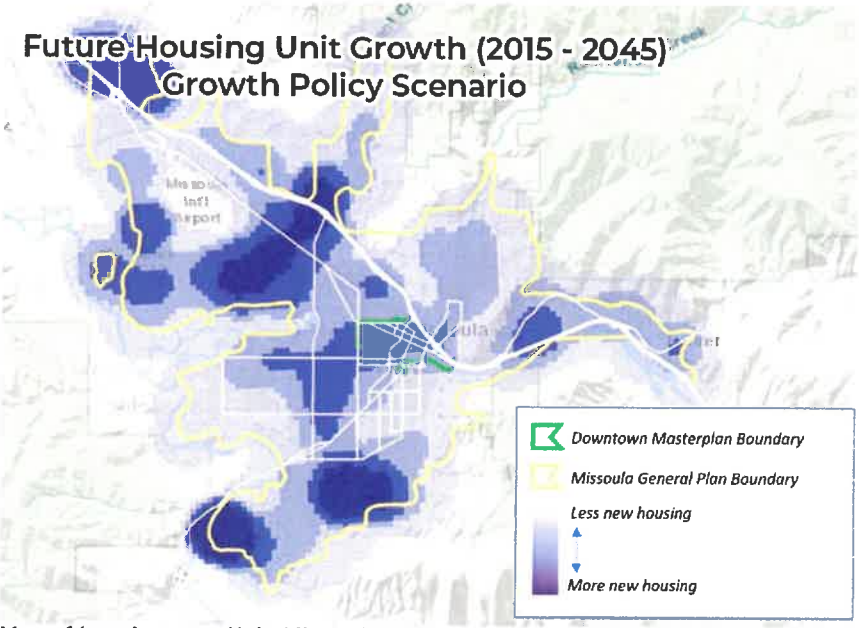
Cascadia Partners and UD4H worked with the Genesee Transportation Council (GTC) to select and calibrate a scenario planning tool for the Genesee-Finger Lakes Region of New York. Through conversations with planners from across the region, Cascadia helped GTC evaluate CommunityViz, UrbanFootprint, and Envision Tomorrow. Based on the region's unique needs, Cascadia advised GTC to select UrbanFootprint, helped to calibrate the tool to local conditions, and held training sessions for local staff. The tool is now used by staff at each of the region's 9 counties and is an integral part of GTC's unified work program and regional transportation plan.

MODESTO HOUSING PLAN

Location: Modesto, CA
Scenario Type: Predictive
Tools Used: Envision Tomorrow with dRLV

As part of the City of Modesto's recently-completed Housing Plan, Cascadia Partners analyzed proposed policy changes using their proprietary dynamic residual land value (dRLV) model integrated with Envision Tomorrow. This analysis allowed the consultant team to assess the impact of zone changes on the affordability and feasibility of new housing. As a result of this analysis, the City is now considering a slate of significant changes to local zoning that will lower barriers to housing production.

MISSOULA DOWNTOWN PLAN



Map of housing growth in Missoula region under the "Growth Policy" scenario

Location: Missoula, MT
Scenario Type: Exploratory
Tools Used: Envision Tomorrow

Cascadia Partners worked with a dynamic consultant team on the City of Missoula's Downtown Plan. As part of this effort, Cascadia led a scenario analysis at a regional scale using Envision Tomorrow. The purpose of this exercise was to show the benefits to the Missoula region if Downtown became its growth engine. CP staff modeled three growth scenarios: one that tested "business as usual," one that tested a build-out of Missoula's Growth Policy Plan, and one that tested Downtown's capacity for growth. The scenarios helped to refocus the discussion around downtown development and helped the plan move to unanimous adoption in late 2019.

PUBLIC ENGAGEMENT QUALIFICATIONS

Unlike most firms with scenario planning expertise, Cascadia Partners staff includes both technical experts in scenario planning and public engagement specialists. By providing both services under one umbrella, we are able to develop equitable engagement strategies that work hand-in-glove with the technical aspects of a scenarios process.

EQUITABLE ENGAGEMENT

We honor the fact that the City of Flagstaff seeks to integrate equitable public engagement into the regional planning and scenario development process. Achieving equitable engagement requires creative solutions. Through our work on comprehensive and regional planning efforts across the country, we have developed a suite of innovative tools for thoughtful and inclusive scenario-focused engagement. These include exploratory visioning exercises that center the experiences of local individuals and households coupled with game-like participatory budgeting exercises that introduce trade-offs between a range of strategies.

SKILLED FACILITATORS

Cascadia Partners' staff includes skilled facilitators who have experience working on scenario planning projects that range from multi-county regional plans to city-wide comprehensive plans and zoning code updates. We also understand that scenario planning is only as useful as the local knowledge it reflects. That is why our team includes ETD Inc. and Building Community, two local stakeholder engagement and organizational strategy consulting firms with deep roots in Flagstaff and experience engaging hard-to-reach stakeholders.

SCENARIO PLANNING IN A VIRTUAL WORLD

Cascadia Partners was recently awarded a grant from the Lincoln Institute of Land Policy to develop a digital engagement guide for scenario planning practitioners. The guide included an assessment tool to help planners identify the right kind of scenario planning approach (normative, predictive, exploratory) as well as appropriate engagement techniques.

Table 1. Scenario Planning Types

Scenario Type	Depth of Input	Stakeholder Expertise	Breadth of Engagement	Influence on Process	Phasing of Input
Predictive	■	■■■	■	Low	Mid-Point
Exploratory	■■■	■	■■■	High	Front-End / Throughout
Normative	■■	■■	■■	High	Alternative Creation / Scenario Choosing

HTTPS://WWW.LINCOLNINST.EDU/RESEARCH-DATA/DATA-TOOLKITS/CONSORTIUM-SCENARIO-PLANNING/RESOURCES

RELEVANT EXAMPLE PROJECTS

Project Name	Client / Location	Contract Term	Contract Price	Complications / Resolution
Envision 2050 Regional Plan	SJCOG / Stockton, CA	Oct. 20 - May 22	$145,000	Work was completed under budget so CP worked with SJCOG to expand the original scope of services.
Forging PGH Comprehensive Plan	City of Pittsburgh, PA	Dec. 19 - Apr. 21	$160,000	COVID-19 paused engagement, but CP helped to identify digital outreach methods.
Climate Smart San Jose	City of San Jose, CA	Apr. 20 - Mar. 22	$198,000	COVID-19 made travel impossible so CP repurposed travel budget for digital engagement.

ENVISION 2050 REGIONAL PLAN

Cascadia Partners led a team that included UD4H to perform outreach and develop scenarios for the San Joaquin Council of Governments' (SJCOG) Regional Transportation Plan. This effort included an innovative blend of exploratory scenario planning, custom decision-support tools, and the Envision Tomorrow scenario planning platform. The process allowed stakeholders to consider futures with high rates of autonomous vehicle adoption, telecommuting, and the worst impacts of climate change. It also employed a local liaison public engagement model that relied on community leaders to recruit constituents to public meetings.



Left: As part of the exploratory scenarios process for the Envision 2050 Regional Plan, Cascadia Partners developed a smartphone app that allowed members of the public to "test drive" different regional strategies in a range of future conditions.

FORGING PGH

Cascadia Partners assisted the City of Pittsburgh in a scenario planning process for their first-ever Comprehensive Plan – Forging PGH. To address uncertainty, CP developed an innovative exploratory scenario planning process that considered multiple assumptions for future citywide population and employment. In addition to public workshops, CP hosted focus groups featuring community liaisons who recruited underrepresented populations to participate in the process. The preferred scenario will inform the City's future land use map and future updates to zoning.

CLIMATE SMART SAN JOSE

The Cascadia Partners team was retained by the City of San Jose to develop a Natural and Working Lands (NWL) Element for the city's Climate Action Plan. CP employed a suite of scenario planning tools, including UrbanFootprint and a custom-built carbon sequestration model that was used to evaluate how land use changes citywide may impact San José's GHG emissions profile. In addition, Cascadia conducted focus groups with agribusiness, tribal, and community service stakeholders to discuss how implementation of NWL strategies could benefit underserved communities.

C.

TECHNOLOGICAL SKILLS AND CAPACITY

WE KNOW SCENARIO PLANNING TOOLS

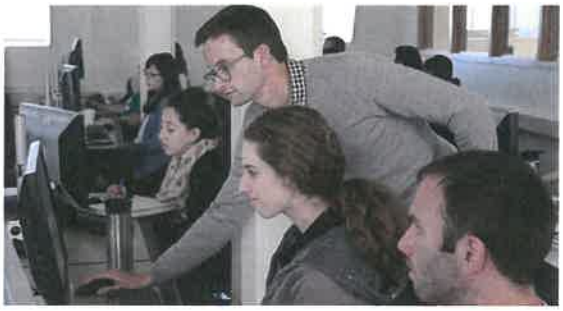
Cascadia Partners is unique among scenario planning firms because we are both developers and practitioners. Our team includes former developers of Envision Tomorrow and UrbanFootprint, two of the most widely-used off-the-shelf tools on the market. We have also developed custom software for clients such as the City of San Jose, CA, the City of Pittsburgh, PA, and the Sacramento Area Council of Governments (SACOG). In addition to having the technical expertise to build and calibrate scenario tools, our staff are also experts in how to deploy these tools to support a scenarios process. We have helped dozens of cities and regions around the country shape their comprehensive and regional plans using sophisticated scenario planning tools.

A "TOOL-AGNOSTIC" APPROACH

Our approach is "tool agnostic". That means we use our experience working with multiple tools (Envision Tomorrow, CommunityViz, UrbanFootprint, etc.) to identify a solution that best fits your needs. We will work closely with you during initial phases of the project to understand your goals, analytical needs, and budget to find the best solution for the Regional Plan.

BUILDING INTERNAL CAPACITY

Once we identify the right tool, we will work with City staff to purchase any required licenses and broker any unique contract requirements. In addition, we will provide you with up to two half-day in-person training sessions for City staff and other relevant stakeholders focused on your scenario planning tool of choice.



Above: Alex Steinberger providing scenario tool training to students at Cornell University

BRINGING SCENARIOS TO LIFE

At Cascadia Partners, we believe that technical analysis is more powerful when it can be clearly communicated to a broad range of stakeholders. We often employ 3D modeling techniques to help tell the story of how a scenario would impact daily life in the future. To do this, we use district-scale tools such as ESRI's ArcGIS Urban and City Engine as well as site specific tools like SketchUp.



Left: District scale rendering of a TOD Scenario, San Antonio TOD Corridor Plan.

Cascadia Partners routinely uses tools like ArcGIS Urban and City Engine to bring district-scale scenario concepts ot life.

D.
CONSULTANT TEAM

CONSULTANT TEAM QUALIFICATIONS

STATEMENT OF AVAILABILITY

Our dynamic team of scenario planning experts, public health researchers, and engagement specialists is ready to address the requested scope of services. Our project manager, Sachi Arakawa, is prepared to dedicate 40% of her time to this project. She will be supported by a team with ample capacity to address the City's needs over the coming 18-24 months. A detailed staff list and related project experience are addressed on the following pages.

Staff Name	Firm	Experience
Sachi Arakawa, *Project Manager*	Cascadia Partners	Sachi is an urban planner and project manager with 7 years of experience and a background in data analysis and community organizing. She has overseen scenario planning processes for numerous regional transportation plans and citywide comprehensive plans.
Alex Steinberger, AICP Candidate *Scenario Planning Lead*		Alex is an urban planner and economist with a strong foundation in geographic information systems (GIS). He has over 14 years of experience working in the field of urban planning with a specialty in land use scenario modeling.
Ayano Healy *Engagement Lead*		Ayano is a public involvement and communications specialist with 6 years of experience tailoring public involvement events and designing materials to engage specific project audiences.
Jamin Kimmell, AICP (#32033) *Implementation Advisor*		Jamin is an AICP certified urban planner with 10 years of experience in housing planning, development code, and urban design. His recent work has focused on quantifying the impact of code standards on the feasibility and affordability of development.
Mike McKeever *Regional Planning Advisor*		Mike has over 40 years of experience in the planning field. He has served as Chief of Staff to the Mayor of Sacramento and spent 12 years as the CEO of the Sacramento Area Council of Governments (SACOG).
Jim Chapman *Public Health Lead*	Urban Design 4 Health (UD4H)	Jim has over 20 years of experience managing large-scale research and scenario development projects used by city, regional, state, and national agencies. He currently oversees the development of UD4H's national public health model, NPHAM.
Eunice Tso *Facilitator*	ETD Inc.	Eunice is the sole owner of ETD, Inc., a Native American, Woman-Owned Small Business. She has worked for many communities across the Southwest as a facilitator, convenor, and environmental policy expert.
Rene RedDay *Facilitator*	Building Community	Rene has 25 years of combined teaching, supervision, program development, and project coordination experience in the Flagstaff area. She has a passion for strengthening families, community, and inter-agency collaborations through community planning.

CONSULTANT TEAM PROJECT EXPERIENCE

2024 Metropolitan Transportation Plan **Client:** Sacramento Area Council of Governments (SACOG) **Completed:** 2022 **Consultants:** Sachi Arakawa (PM), Alex Steinberger, Jamin Kimmell	***Sachi Arakawa*** of Cascadia Partners led an ambitious scenario modeling effort in support of SACOG's 2022 Metropolitan Transportation Plan (MTP). This effort included a regional assessment of land use and zoning, led by ***Jamin Kimmell***, and development of an econometric model to estimate regional development capacity, led by ***Alex Steinberger***. The work resulted in a set of regional capacity estimates that helped SACOG develop land use and transportation scenarios that were both aspirational and market-feasible. These factors will help SACOG staff secure broad support from their Governing Board for their preferred scenario when it is up for adoption in fall of 2022.
Envision 2050 Regional Plan **Client:** San Joaquin Council of Governments (SJCOG) **Completed:** 2022 **Consultants:** Ayano Healy (PM), Alex Steinberger, Mike McKeever, Jim Chapman	***Ayano Healy*** of Cascadia Partners served as project manager for SJCOG's Envision 2050 Regional Transportation Plan (RTP). Her team included advisors ***Alex Steinberger*** and ***Mike McKeever*** as well as ***Jim Chapman*** of UD4H. ***Ayano*** also served as public engagement lead for the project and led the development of an inclusive public engagement strategy. ***Alex Steinberger*** and ***Mike McKeever*** were the chief architects of the project's exploratory scenarios framework. ***Jim Chapman*** and his team at UD4H provided public health metrics using their NPHAM model. The resulting preferred scenario was unanimously adopted by SJCOG's Governing Board in spring 2022.
Coconino Joint Land Use Study **Client:** Coconino County, US Navy, Army Nat'l Guard **Completed:** 2019 **Consultants:** Eunice Tso (PM)	***Eunice Tso*** of ETD Inc. led public outreach efforts for the Coconino Joint Land Use Study (JLUS). The purpose of the JLUS was to ensure lasting compatibility between the former Camp Navajo military installation and neighboring communities. ***Ms. Tso*** helped to develop the project's public involvement strategy, including community tours, social media, and stakeholder interviews. The final JLUS was adopted by all relevant agencies and hailed as a model for intergovernmental coordination.
Elevate PreK **Client:** LAUNCH Flagstaff, United Way **Completed:** 2021 **Consultants:** Rene RedDay (PM)	***Rene RedDay*** of Building Community was retained by LAUNCH Flagstaff to increase family access to resources through their Elevate PreK initiative. ***Ms. RedDay*** built relationships among various family service organizations by facilitating monthly meetings between organizational leaders and guardians of young children. These efforts resulted in broad community recognition of the program and full enrollment of the initial Elevate PreK classroom in 2021.

E.

PROJECT APPROACH

GENERAL PROJECT APPROACH

The general project approach described in this section seeks to meet all the requirements outlined in the RSOQ while also providing insights from our team's scenario planning and public engagement experience. If our team is selected, we expect to work with the City to further refine the project's scope of work.

PUBLIC PARTICIPATION PLAN

Cascadia Partners, ETD Inc., and Building Community will work with City of Flagstaff staff to develop a comprehensive Public Participation Plan (PPP) that will cover all facets of project engagement. Cascadia's team uses many best practices for public outreach and communication including:

- ***Know and understand the community.*** Learn about community needs and values, and adapt key messages as needed to set realistic expectations about what's possible.
- ***Keep the message simple.*** Planning can be complicated. Clear and concise messaging creates a more efficient and accessible planning process.
- ***Personalize the message.*** People are more responsive when they understand how and why the subject matter affects their lives directly.
- ***Find liaisons in the community.*** Community leaders can be a powerful resource in communicating with the public in a way that resonates and empowers community members to engage. Stipends or gift cards should be provided to honor their efforts in supporting outreach.
- ***Tap into existing community forums.*** Communicate with hard-to-reach populations by working with local ethnic newspapers, churches and civic organizations.
- ***Go where the people are.*** Making engagement activities more accessible to the public builds trust with the community, particularly with underrepresented populations. Hold meetings on evenings and weekends, and provide free childcare, interpretive services and a meal.
- ***Accomodate different learning styles.*** Provide a mix of engagement activities such as online tools, hands-on activities, and visual tools and materials to meet diverse needs and backgrounds.



Above: Outreach materials prepared for Clackamas County, Oregon's HB 2001 Housing Study. Cascadia understands the importance of "keeping the message simple" to reach a broad audience.

The PPP will provide guidance for the establishment of a project Steering Committee staffed by regional stakeholders as well as a Technical Advisory Committee (TAC) comprised of technical experts from local agencies, the private sector, and academic practitioners from Northern Arizona University. In addition, it will clearly define the project schedule, rounds of engagement, and our exploratory scenario planning approach.

DEVELOPING AND VETTING SCENARIOS

A central feature of Cascadia's typical approach to exploratory scenario planning (XSP) is a series of three rounds of community meetings or charrettes to define external factors, review draft futures, and develop strategies.

Charrette Series 1: Defining External Factors

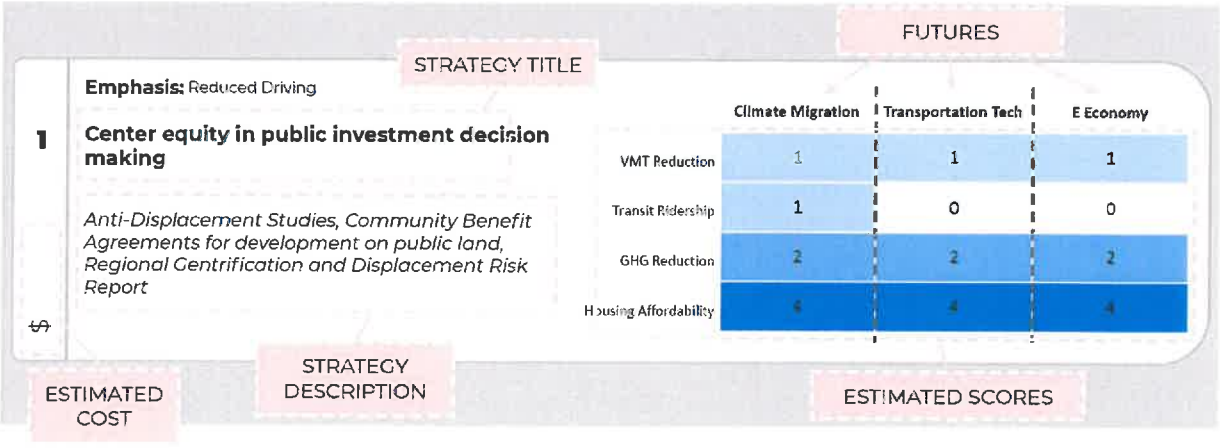
In the first charrette, we work with community members to identify a range of external factors that may impact life in the Flagstaff region in the future, but our outside of our immediate control. These could include autonomous vehicles, availability of water, migration, or climate change. In addition to identifying these factors, we also work with participants to assign importance and likelihood to each to better prioritize the most important external factors.

Charrette Series 2: Review Draft Futures

After external factors have been identified, the consultant team will work with the TAC and Steering Committee to develop up to three "futures". Futures tell us what challenges scenario policies need to address. Examples could include a future that grows the region's population due to increased working from home, or a future where population loss results due to severe climate change impacts in the Flagstaff region.

Charrette Series 3: Evaluate Scenarios

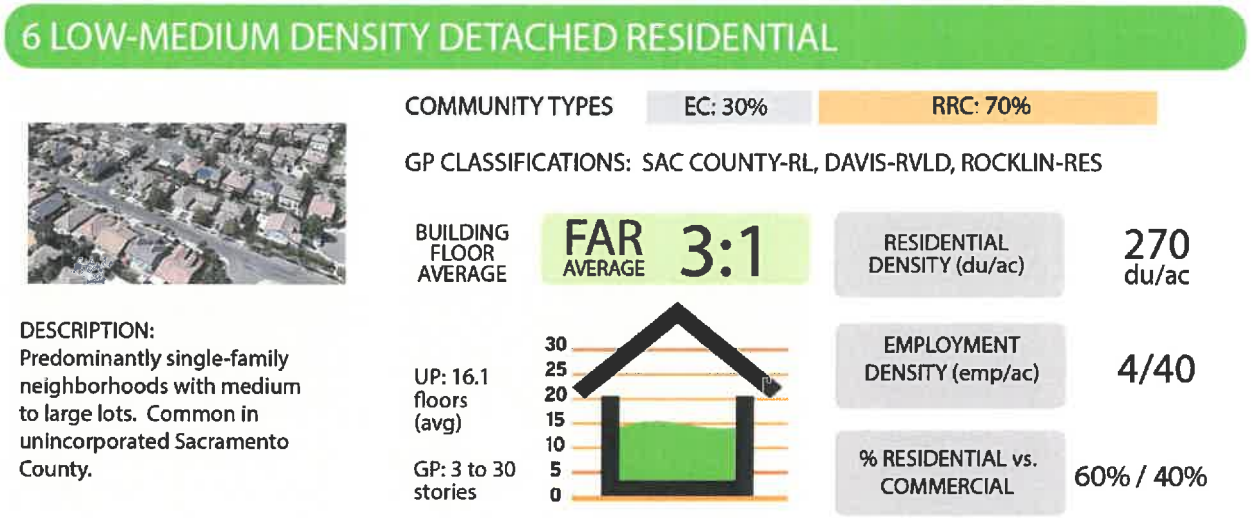
Preceeding charrette #3, the TAC and Steering Committee will develop strategies that are likely to perform well in one or more of the three "futures" envisioned in charrette #2. These strategies will then be used to develop scenarios using a scenario planning tool such as Envision Tomorrow, UrbanFootprint, or CommunityViz. These scenarios will then be presented in draft form to the participants at charrette #3 who will express their preferences for each.



Above: Scoring of individual strategies across three futures: Climate Migration, Transportation Tech, and E-Economy (SJCOG 2022 Regional Transportation Plan)

INCORPORATING EXISTING CONDITIONS

We understand that scenario planning models are only valuable if they accurately reflect local conditions and priorities. As users of multiple scenario planning models (UrbanFootprint, Envision Tomorrow, and CommunityViz, etc.) we understand how to calibrate these tools to accurately reflect the nuances of a community. For example, when building a new project in Envision Tomorrow, we often include interviews with local developers to better understand local construction costs and barriers to housing production. Similarly, when working with UrbanFootprint, we always develop a customized library of land use types by using local imagery, census data, and building permit data. If awarded the project, we will work closely with the City of Flagstaff, the project Steering Committee, and the TAC to ensure that the selected scenario planning model is rigorously ground-truthed.



Above: Excerpt from SACOG's 2024 MTP Placetype Menu. Cascadia Partners used observed conditions in neighborhoods across Sacramento's 6-county region as the basis for 45 regional land use types.

INTERNAL COORDINATION AND PROJECT MANAGEMENT

Our team is well-versed in the management of concurrent projects with a single client. In Oregon, we are one of a handful of firms approved by the Department of Land Conservation and Development (DLCD) to provide technical assistance for the implementation of new housing laws. As such, we have been awarded multiple simultaneous contracts for housing-related technical assistance. In California, our firm was awarded two price agreements with the state department of Housing and Community Development (HCD) to provide housing technical assistance as part of the Regional Early Action Planning (REAP) program. These experiences have taught us how to manage our staff workloads and project management capacity to provide a high level of service even in the face of multiple overlapping project timelines.

QUALITY ASSURANCE

In order to ensure our clients receive quality work that is produced on schedule and within budget, our team passes every draft deliverable through a comprehensive quality assurance process. This process ensures technical accuracy, grammatical readability, and graphic consistency throughout the project. We will allow time for review cycles for each deliverable and ensure that each draft work product is thoroughly reviewed by at least one firm principal.

F.

VALUE ADDED KNOWLEDGE AND EXPERIENCE

VALUE ADDED KNOWLEDGE & EXPERIENCE

ISSUE RESOLUTION

We take a proactive approach to project management, setting weekly or biweekly calls with the client to get direction on interim deliverables and ensure projects stay on schedule and on budget. Our project managers make, and regularly share with the client, gantt chart-style project schedules that show key milestones, delivery dates, and key dependencies between tasks. Above all, we never shy away from having difficult conversations with our clients. In our experience, direct and fair dealings are met in-kind and we always aim to be proactive in these discussions before they get in the way of producing high quality deliverables.

As it regards the resolution of issues with business owners, residents, or other external stakeholders, we pride ourselves in our ability to resolve conflicts while always keeping our clients informed as situations unfold. Should a conflict arise between the consultant team and a member of the community, our project manager will ensure that at least on City staff person is involved in every communication, and that any response to the impacted party is approved by City staff.

QUALIFICATIONS FOR WORKING IN THE FLAGSTAFF AREA

Cascadia Partners acknowledges our position as outsiders in your community. As a firm based several states away in Portland, Oregon, we recognize that we lack the local knowledge that is earned through years of service to your community. We propose to couneract this disadvantage in two ways: by centering the importance of local knowledge in the scenarios process and by including local firms with deep roots in the Flagstaff area on our team.

In order to elevate the importance of local knoweldge, we will include long-time residents and community leaders in the project Steering Committee and will rely on trusted local liasons to connect our team with diverse and underrepresented stakeholders. Further assisting us in this will be two local facilitators with decades of experience working in Flagstaff. Eunice Tso will help connect our team to leaders in the tribal community and Rene RedDay will use her background in education to bring families and area youth into the conversation about Flagstaff's future.

RESPONSE TIME

Our approach to project management focuses on frequent client communication, online project management tools, and diligent documentation. If selected, the assigned Project Manager will be available to answer questions and provide guidance whenever necessary. We establish a clear chain of command within our teams and identify points of contact for specific tasks or subject areas. We do this so that our clients receive a consistent experience throughout the project while feeling confident that they can always contact the right person to address their concerns or questions. Should an urgent issue arise, we will ensure that it can be resolved in a timely manner and will be available to meet via Microsoft Teams within one business day of any request.

G.

ATTACHMENT A: NON-COLLUSION AFFIDAVIT

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

Scenario Planning and Associated Public Participation for the Regional Plan Update

State of Arizona
County of Coconino

Alexander G. Steinberger, affiant, the

Managing Partner of
(TITLE)

Cascadia Partners LLC
(NAME OF COMPANY)

The person, corporation or company responsible for the accompanying Statement of Qualifications, having first been duly sworn, deposes and says:

That such Statement of Qualifications is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named, and that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a sham submittal, or any other person, Consultant or corporation to refrain from submitting, and that the Consultant has not in any manner sought by collusion to secure for itself an advantage over any other Consultant.

Managing Partner
(TITLE)

Subscribed and sworn to before me this
07th Day of July, 2022

OFFICIAL STAMP
SHIVONNE LLANES
NOTARY PUBLIC-OREGON
COMMISSION NO. 1006765
MY COMMISSION EXPIRES FEBRUARY 18, 2025

SIGNATURE OF NOTARY PUBLIC
IN AND FOR THE
COUNTY OF Multnomah
STATE OF Oregon
(My Commission Expires 02/18/2025, 20 25).

CASCADIA
PARTNERS

WWW.CASCADIA-PARTNERS.COM

CITY OF FLAGSTAFF RSOQ NUMBER 2022-134- Cascadia Partners

EXHIBIT B
STANDARD TERMS AND CONDITIONS
(Last Updated March 23, 2022)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

    Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. **CONTROL:** Contractor shall be responsible for the control of the work.

28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the

same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership

proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

62. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.

65. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. **FORCE MAJUERE:**

    a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of

contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C
STANDARD INSURANCE REQUIREMENTS
(Last Updated March 23, 2022)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

   e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

   f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements 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 the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

7. H.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jeanie Gallagher, Human Resources Director
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE:

Consideration and Approval of Contract: Approval of a contract for the City Attorney effective July 5, 2022, for a term of five (5) years expiring July 4, 2027.

STAFF RECOMMENDED ACTION:

Approve City Attorney Contract

Executive Summary:

Flagstaff City Charter, Article IV states: The Council shall appoint a City Attorney, who shall be an attorney-at-law, admitted to the Bar of the Supreme Court of this State. The City Attorney shall be the chief legal advisor of all offices, departments, and agencies, and of all officers and employees in matters relating to their official powers and duties. The City Attorney shall represent the City in all legal proceedings. It shall be the City Attorney's duty to perform all services incident to this position as may be required by statute, by this Charter, or by ordinance. The City Attorney shall have the non-exclusive power to call an executive session with the Council for the purposes of discussion or consultation as permitted by law. The City Attorney will serve at the pleasure of the Council.

Financial Impact:

Funding for the City Attorney is provided in the Flagstaff City budget.

Policy Impact:

Not applicable.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Serve the public by providing high quality customer service.

Has There Been Previous Council Decision on This:

Yes. This contract replaces the former contract that was effective July 5, 2019 through July 4, 2022 with one (1)-year automatic renewal.

Attachments: City Attorney Contract

EMPLOYMENT AGREEMENT

This Agreement for Services is made and entered into this 26th day of September, 2022, by and between the City of Flagstaff, an Arizona municipal corporation in the City of Flagstaff, County of Coconino, State of Arizona (hereinafter called "the City" or the "Employer") and Sterling T. Solomon (herein called "Employee.")

RECITALS:

WHEREAS, in order to secure the services of the Employee, the City desires to enter into an agreement embodying the terms of such employment (the "Agreement"); and

WHEREAS, the Employee desires to accept such employment and enter into such Agreement;

NOW, THEREFORE, in consideration of the premises, the agreements and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Employee hereby agree as follows:

1. Agreement to Employ. Upon the terms and subject to the conditions of this Agreement, the City hereby employs the Employee, and the Employee hereby accepts employment by the City.

2. Term of Employment. Position and Responsibilities.

(a) Term of Employment. The City shall employ the Employee for a term of five years, from July 5, 2022, and ending on July 4, 2027. After the initial term, this Agreement shall be automatically renewed on July 5th for successive one-year terms unless the Employer provides notice in writing to the Employee that the Agreement shall not be renewed at least two weeks prior to the expiration date. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless the Employee voluntarily resigns. The period during which the Employee is employed pursuant to this Agreement shall be referred to as the "Employment Period."

(b) Position and Responsibilities. During the Employment Period, the Employee will serve as City Attorney of the City of Flagstaff. Employee shall perform the functions and duties set forth in Article IV, Section 4 of the Charter of the City of Flagstaff and Chapter 1-11 of the Flagstaff City Code, and shall perform consistent with federal law, state law and the City Code of Flagstaff. Employee shall perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign. The Employee will devote substantially all of Employee's skill, knowledge and working time to the conscientious performance of such duties except for reasonable vacation time, absence for sickness, and authorized leaves of absence. To the extent that it does not significantly interfere with the

performance of the Employee's duties hereunder, it shall not be a violation of this Agreement for the Employee to (i) serve on civic or charitable boards or committees, (ii) deliver lectures or fulfill speaking engagements at educational institutions, and (iii) provide pro-bono legal services to the Flagstaff community if such services are covered by an outside provider of professional liability insurance. Employee shall not spend more than ten (10) hours per week in teaching, counseling or other non-Employer connected business without the prior approval of City Council. The Employee represents that he is entering into this Agreement voluntarily and that, to the best of his knowledge, his employment hereunder and compliance by him with the terms and conditions of this Agreement will not conflict with or result in the breach of any agreement to which he is a party or by which he may be bound.

3. Base Salary. As compensation for the services to be performed during the Employment Period by the Employee hereunder, the City will pay the Employee an annual base salary of not less than One Hundred Ninety-seven Thousand One Hundred Forty-two and 40/100 dollars ($197,142.40). The City may review Employee's base salary at any time, and may, in its discretion, change such base salary as City deems appropriate; provided, however, that Employee's base salary under this agreement shall not be less than One Hundred Ninety-seven Thousand One Hundred Forty-two and 40/100 dollars ($197,142.40). The Employee will also receive increases in pay as provided to other management employees, such that any increases based upon a percentage of pay and applied equally to all employees (e.g. cost of living increases) shall occur automatically without the need for further action by the City Council, and any merit-based increases shall be determined by the City Council at the time such increases are established for other employees.

4. Employee Benefits. During the Employment Period, Employee and the Employee's dependents are eligible and may participate in Employee benefit programs in accordance with the programs of the City available to employees. Such benefits may include (without limitation) medical, dental, vision, employee assistance programs, accidental death and dismemberment, individual and group life insurance, and other such benefits (sometimes referred to hereinafter as "welfare benefits"). The City may amend its welfare benefit program at any time without limitation in accordance with applicable State and Federal law. Employee shall also be entitled to participate in the Arizona State Retirement System.

5. Perquisites and Expenses.

(a) General. During the Employment Period, the Employee shall be entitled to participate in any special benefit or perquisite program generally available from time to time to employees of the City on the terms and conditions then prevailing under such programs.

(b) Automobile Expense. During the Employment Period, Employee shall receive an automobile allowance in the amount of Three Hundred Fifty and no/100 dollars ($350.00) per month. Employee shall have the right to use a rental vehicle or Employee's own vehicle in accordance with the City of Flagstaff Travel Policy.

(c) Business Travel, Lodging, etc. The City, subject to budget constraints, shall reimburse the Employee for reasonable travel, lodging and meal expenses incurred in connection with Employee's performance of services hereunder or professional development,

upon submission of evidence, satisfactory to the Employer, of the incurrence and purpose of each such expense.

(d) Professional Dues. The City agrees, subject to budgeting constraints, to budget for and to pay the professional licensing fees, dues and subscriptions of Employee.

(e) Vacation. Employee shall accrue vacation leave pursuant to Section 1-50-020 of the Employee Handbook of Regulations (the "Handbook"), which as of the date of this Agreement is twenty-three (23) days per year of vacation, reflecting fifteen to nineteen (15-19) years of public service for an exempt employee. Subject to the carryover limitations set forth in the Handbook, Employee shall carry over all vacation leave that Employee accrued, prior to the date of this Agreement, due to his service with the City.

(f) Sick Leave. Employee shall accrue paid sick time pursuant to Section 1-50-029 of the Handbook, which as of the date of this Agreement is twelve (12) days per year. Subject to the carryover limitations set forth in the Handbook, Employee shall carry over all paid sick time that Employee accrued, prior to the date of this Agreement, due to his service with the City.

(g) Deferred Compensation for Retirement. In addition to the Employer's payment into the Arizona State Retirement System on Employee's behalf, the City agrees to pay Seven Thousand Five Hundred and 00/100 dollars ($7,500) annually into the Employee's chosen 457 Deferred Compensation Plan. Such payment will be paid to the Employee as compensation for purposes of determining Employee's income under the Arizona State Retirement System. Such payment will be paid each pay period on a pro-rated basis.

6. Termination of Employment.

(a) Termination for Cause. The City shall be entitled at any time to terminate Employee's employment with City for Cause. For purposes of this Agreement, the City shall have "Cause" to terminate the Employee's employment as authorized by Article IV of the City Charter. Upon the Employee's Date of Termination (defined in Subsection 6(f) below) for Cause, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. Upon Termination for Cause, the City shall pay to Employee the following amounts:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid within seven (7) days after the Employee’s Date of Termination or the next payday, whichever is sooner; and

(ii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(b) Termination Due to Death or Disability. The City may terminate this Agreement immediately upon Employee's death or disability. “Disability,” for purposes of this Agreement, means a condition that results in benefits to the Employee under any long-term disability arrangement of the City or an Affiliate, or the failure of the Employee to render and

perform the services required of Employee under this Agreement, for a total of one hundred and eighty (180) days or more during any consecutive twelve (12) month period, because of any physical or mental incapacity. Upon the Employee's Date of Termination due to Employee's death or disability, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. Upon Termination due to Death or Disability, the City shall pay the Employee the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination. If termination is due to death, the amount shall be paid on the next applicable pay period after the Employee's Date of Termination. If termination is due to disability, the amount shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) If termination is due to disability, an amount equal to six (6) months of Base Salary shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(iii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(c) Termination by the City Without Cause. The City may terminate the Agreement without cause by providing Employee with forty-five (45) days written notice of its intent to terminate the Agreement. In the event Employee resigns following a request, whether formal or informal, by at least four (4) members of the City Council that Employee resign, Employee may at Employee's option deem himself to be "Terminated without Cause" for purposes of this Agreement. Upon termination of Employee's employment without Cause, the Employment Period will immediately terminate and all obligations of the City and the Employee under this Agreement will immediately cease. The City shall pay the Employee, and the Employee shall be entitled to receive, the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(ii) An amount equal to six (6) months of Base Salary shall be paid within seven (7) days after the Employee's Date of Termination or the next payday, whichever is sooner; and

(iii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination; and

(iv) Insurance coverage for a period of six (6) months following the Employee's Date of Termination.

(d) Voluntary Termination by the Employee. Employee may terminate this Agreement by providing forty-five (45) days written notice of Employee's intent to terminate

pursuant to this section. Upon voluntary termination by the Employee, the Employment Period will immediately terminate, and all obligations of the City under this Agreement will immediately cease. The City shall pay the Employee, upon the Employee's voluntary termination, the following:

(i) Any accrued, unpaid portion of Base Salary through the Date of Termination shall be paid on the next applicable payday after the Employee's Date of Termination; and

(ii) Any leave or benefits accrued at the Date of Termination pursuant to the applicable policies in the Employee Handbook of Regulations in effect at the time of termination.

(e) Notice of Termination. Any termination of the Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision of this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated.

(f) "Date of Termination" shall mean (i) if the Employee's employment is terminated by Employee's death , the date of Employee's death, (ii) if the Employee's employment is terminated by the Employer for Cause, the date on which Cause is determined, (iii) if the Employee's employment is terminated by the Employer Without Cause or voluntarily by the Employee, forty-five (45) days after the date on which Notice of Termination is given, and. (iv) if the Employee's employment is terminated by Employee's disability, the date of the Notice of Termination.

7. Performance Evaluation. The City Council shall review and evaluate Employee's performance at least annually. The City shall provide adequate opportunity for Employee to discuss his evaluation with the City Council. The City Council shall conclude Employee's review and evaluation no later than July 5th of each year. Employee's review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. The City Council and Employee shall define goals and performance objectives annually, which they determine necessary for the proper operation of the City of Flagstaff and in attainment of the City Council's written policy objectives.

8. Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and all promises, representations, understandings, arrangements and prior agreements relating to such subject matter (including those made to or with the Employee by any other person or entity) are merged herein and superseded hereby.

9. Indemnification and Bonding. The City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in

the lawful performance of Employee' duties as City Attorney. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

10. Miscellaneous.

(a) Governing Law. This Agreement is governed by and is to be construed, administered, and enforced in accordance with the laws of the State of Arizona, without regard to Arizona conflicts of law principles, except in so far as federal laws and regulations may be applicable. If under the governing law, any portion of this Agreement is at any time deemed to be in conflict with any applicable statute, rule, regulation, ordinance, or other principle of law, such portion shall be deemed to be modified or altered to the extent necessary to conform thereto or, if that is not possible, to be omitted from this Agreement. The invalidity of any such portion shall not affect the force, effect, and validity of the remaining portion hereof.

(b) Withholding. All payments to be made to the Employee under this Agreement will be subject to required withholding of taxes and other required deductions.

(c) Amendments. No provisions of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is approved in writing by the City and the Employee. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

(e) Notices. Any notice or other communication required or permitted to be delivered under this Agreement shall be (1) in writing, (2) delivered personally, by courier service or by certified or registered mail, first-class postage prepaid and return receipt requested, (3) deemed to have been received on the date of delivery or on the third business day after the mailing thereof, and (4) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate:

(i) if to the Employee, at
City Attorney's Office
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

(ii) if to the City, to it at:
Human Resources Director
of City of Flagstaff

211 West Aspen Avenue
Flagstaff, Arizona 86001

(f) Reimbursement of Expenses in Enforcing Rights. If any action at law or in equity, or any arbitration proceeding is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to other relief so provided.

(g) No General Waivers. The failure of any party at any time to require performance by any other party of any provision hereof or to resort to any remedy provided herein or at law or in equity shall in no way affect the right of such party to require such performance or to resort to such remedy at any time thereafter, nor shall the waiver by any party or a breach of any of the provisions hereof be deemed to be a waiver of any subsequent breach of such provisions. No such waiver shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

(h) Authority. The City represents and warrants that this Agreement has been authorized by all necessary action of the City and is a valid and binding agreement of the City enforceable against them in accordance with its terms.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(j) Headings. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

(k) Conflict of Interest. Employee covenants that he presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes§ 38-511.

IN WITNESS WHEREOF, City has duly executed this Agreement by their authorized representatives and the Employee has hereunto set her hand, in each case effective as of the date first above written.

STERLING T. SOLOMON **CITY OF FLAGSTAFF**

By _____ By_____

ATTEST:

By_____

City Clerk

APPROVED AS TO FORM:

By_____
Attorney for the City of Flagstaff

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jeanie Gallagher, Human Resources Director

Date: 10/10/2022

Meeting Date: 10/18/2022

TITLE:

Consideration and Approval of Contract: Approval of a contract addendum for the City Manager effective August 26, 2022.

STAFF RECOMMENDED ACTION:

Approve City Manager Contract Addendum

Executive Summary:

Flagstaff City Charter, Article III states: The Council shall appoint an officer of the City who shall have the title of City Manager, and shall have the powers and perform the duties in this Charter provided. No Councilmember shall receive such appointment during the term for which elected, nor within one year after the expiration of the term.

The Council wishes to further recognize the performance of the City Manager over the past year, consistently exceeding expectations while navigating repeated unforeseen events by the award of a one (1) time Salary Bonus of $5,000.

The Council further wishes to recognize the stress and toll of the responsibilities of the City Manager, providing a healthier work/life balance with the addition of sixty (60) hours of vacation to be provided annually (loaded the pay period of the work anniversary), and otherwise subject to the city's Vacation Leave ordinance.

Financial Impact:

Funding for the City Manager is provided in the Flagstaff City budget.

Policy Impact:

Not applicable.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Serve the public by providing high quality customer service.

Has There Been Previous Council Decision on This:

No. The City Manager contract commenced on August 26, 2019 and continues until terminated by either of the parties.

Attachments: Employment Agreement Addendum

CITY OF FLAGSTAFF
AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment ("Amendment") is entered into between the City of Flagstaff (“City”) and Greg Clifton (hereinafter referred to as "Employee"), parties to the Employment Agreement effective August 26, 2019 (the "Agreement").

The Agreement is amended as follows:

3. **Base Salary**. As compensation for the services to be performed during the Employment Period by the Employee hereunder, the City will pay the Employee an annual base salary of not less than Two Hundred Five Thousand and 00/100 dollars ($205,000). The City may review Employee's base salary at any time, and may, in its discretion, change such base salary as City deems appropriate; provided, however, that Employee's base salary under this agreement shall not be less than Two Hundred Five Thousand and 00/100 dollars ($205,000). The Employee will also receive increases in pay as provided to other management employees, such that any increases based upon a percentage of pay and applied equally to all employees (e.g. cost of living increases) shall occur automatically without the need for further action by the City Council, and any merit-based increases shall be determined by the City Council at the time such increases are established for other employees. In addition, the City shall grant Employee a one-time performance bonus of Five Thousand and 00/100 Dollars ($5,000.00) upon ratification of this Amendment by the Council.

5(e). **Employee Benefits**. During the Employment Period, Employee and the Employee's dependents are eligible and may participate in Employee benefit programs in accordance with the programs made available to employees by the City. Such benefits may include (without limitation) medical, dental, vision, employee assistance programs, accidental death and dismemberment, individual and group life insurance, and other such benefits (sometimes referred to hereinafter as "welfare benefits") as determined by the City Council. The City may amend its welfare benefits program at any time without limitation in accordance with applicable State and Federal law. Employee shall also be entitled to participate in the Arizona State Retirement System. In addition, Employee shall be granted an additional 60 hours of vacation time annually. The initial grant shall be deposited into Employee’s vacation bank upon ratification of the Amendment by the Council, and Employee shall receive an additional 60 hours of vacation annually upon contract renewal.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have duly approved and executed this Amendment.

GREG CLIFTON **CITY OF FLAGSTAFF**

By_____ By _____

ATTEST APPROVED AS TO FORM

By_____ By _____

City Clerk Outside Counsel

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jeremy DeGeyter, Project Manager
Co-Submitter:	Trevor Henry
Co-Submitter:	Jeff Bauman
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE:

Consideration and Approval of Payment: Approval of Payment to the Arizona Department of Transportation (ADOT) in the amount of $117,136.01 for additional project design costs and administration for the Fourth Street-Cedar Avenue-Lockett Road Roundabout Project.

STAFF RECOMMENDED ACTION:

1. Approve payment to ADOT for additional project design costs and project administration in the amount of $117,136.01; and
2. Direct the City Manager to complete the necessary documents.

Executive Summary:

ADOT will administer the design and construction, and advertise, bid and award the construction of a roundabout to replace the signalized intersection at Fourth Street and Cedar Avenue/ Lockett Road. This roadway safety improvement project is the result of the City submitting a grant application to ADOT in 2018 for a competitive Highway Safety Improvement Program (HSIP) award. This project was identified as a high priority through a local network crash data screening process. The roundabout will improve safety, slow speeds, help avoid angle crashes, and add a crosswalk at the 4th-leg of the intersection.

This project is identified in the MetroPlan Transportation Improvement Program (TIP), Transportation TIP #101020, ADOT Project #T0247, and IGA #20-0007711.

The City Council approved an Intergovernmental Agreement (IGA) between the City of Flagstaff and ADOT for this project on May 19th, 2020. The IGA directs ADOT to administer the design and construction and to advertise, bid and award the project. The total HSIP Federal Funding was $1,928,367 and the total City funding was estimated to be $60,813.

The City Council approved IGA Amendment No. One on April 5th, 2022 which incorporated additional design scope to ensure the project fully mitigates impacts to surrounding properties, added a City of Flagstaff role during construction inspections, and updated project costs based on the most recent estimates. IGA Amendment No. One identified an immediate need for additional City funding in the amount of $73,000 for additional design scope and project administration costs, increased the estimated City share for right-of-way acquisition costs by $500,000, and updated the City share of estimated construction costs to $1,614,225. The total project cost is estimated at $4,176,405. The total

City financial commitment is currently estimated at $2,248,038. The City is responsible for any project costs in excess of the current HSIP grant award of $1,928,367.

Per IGA #20-0007711, Section II, 3b. *The City will…. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice* .

This item approves payment for the additional design costs to incorporate City Council requested Z-crossings and signalized pedestrian crossings, and additional utility relocation design. Following Council approval, ADOT will invoice the City for $117,136.01 to cover these additional design costs and ADOT project administration fees. Prior to project advertisement, the project construction cost estimate will be updated, and an IGA amendment brought to City Council for approval before the project moves forward.

Financial Impact:

This project is identified in the MetroPlan Transportation Improvement Program (TIP), Transportation TIP #101020, ADOT Project #T0247, and IGA #20-0007711.

Per the original IGA, the City paid the State $30,000 for Project Development Administration (PDA) costs and $450,000 in HSIP Federal Funds have been obligated for design costs. Per Amendment No. One, the City paid $73,000 for additional design and PDA costs. Per this item, ADOT will invoice the City for $117,136.01 which will be funded by City account #048-10-119-3449-6 (FY2022-23, Lockett/Fourth St Roundabout).

The City will acquire the necessary right-of-way with costs estimated at $623,211 and will be reimbursed up to the HSIP formula limited amount, $92,398, with a projected City share of $530,813. City account #048-10-119-3449-6 (FY2022-23, Lockett/Fourth St Roundabout). These amounts are estimates and when costs are finalized, additional funding shall be identified as needed.

$1,385,969 in HSIP Federal Funds will be available for the construction costs. The City is responsible for any project costs in excess of the current HSIP grant award of $1,928,366. The City construction cost share estimate is currently $1,614,225.00. This amount is an estimate. When costs are finalized, additional funding shall be identified as needed. City monies for construction shall be paid to ADOT prior to project advertisement currently anticipated in Fall 2022.

The total project cost is estimated at $4,176,405. The total City financial commitment is currently estimated at $2,248,038. The total budget for this project in FY2022-23 is $3,363,608.

Policy Impact:

N/A

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Safe and Healthy Community - Foster a safe, secure, and healthy community. Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community - Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure - Deliver outstanding services to residents through a healthy, well maintained infrastructure system. Utilize existing long-range plans that identify the community's

future infrastructure needs and all associated costs. Identify smart traffic management, multi-modal transportation, and alternative energy opportunities.

Environmental Stewardship - Implement sustainable building practices and alternative energy and transportation options. Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan – Goal T.2. - Improve transportation safety and efficiency for all modes. T.2.1 - Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Has There Been Previous Council Decision on This:

ADOT will administer the design and construction and advertise, bid and award the construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/ Lockett Road. This roadway safety improvement project is the result of the City submitting a grant application to ADOT in 2018 for a competitive HSIP award. This project was identified as a high priority through a local network crash data screening process. The roundabout will improve safety, slow speeds, help avoid angle crashes, and add a crosswalk at the 4th-leg of the intersection.

Council approved an IGA between the City and ADOT for this project on May 19th, 2020. The IGA directs ADOT to administer the design and construction and advertise, bid and award the construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/ Lockett Road. The total HSIP Federal Funding was estimated to be $1,928,367 and the total City funding was estimated to be $60,813. Per the IGA, the City is responsible for any project costs in excess of the HSIP grant award of $1,928,367.

On April 5th, 2022, Council approved Amendment No. One which updated the project costs and authorized the payment for additional design costs. The total project cost is currently estimated at $4,176,405. The total City financial commitment is currently estimated at $2,248,038.

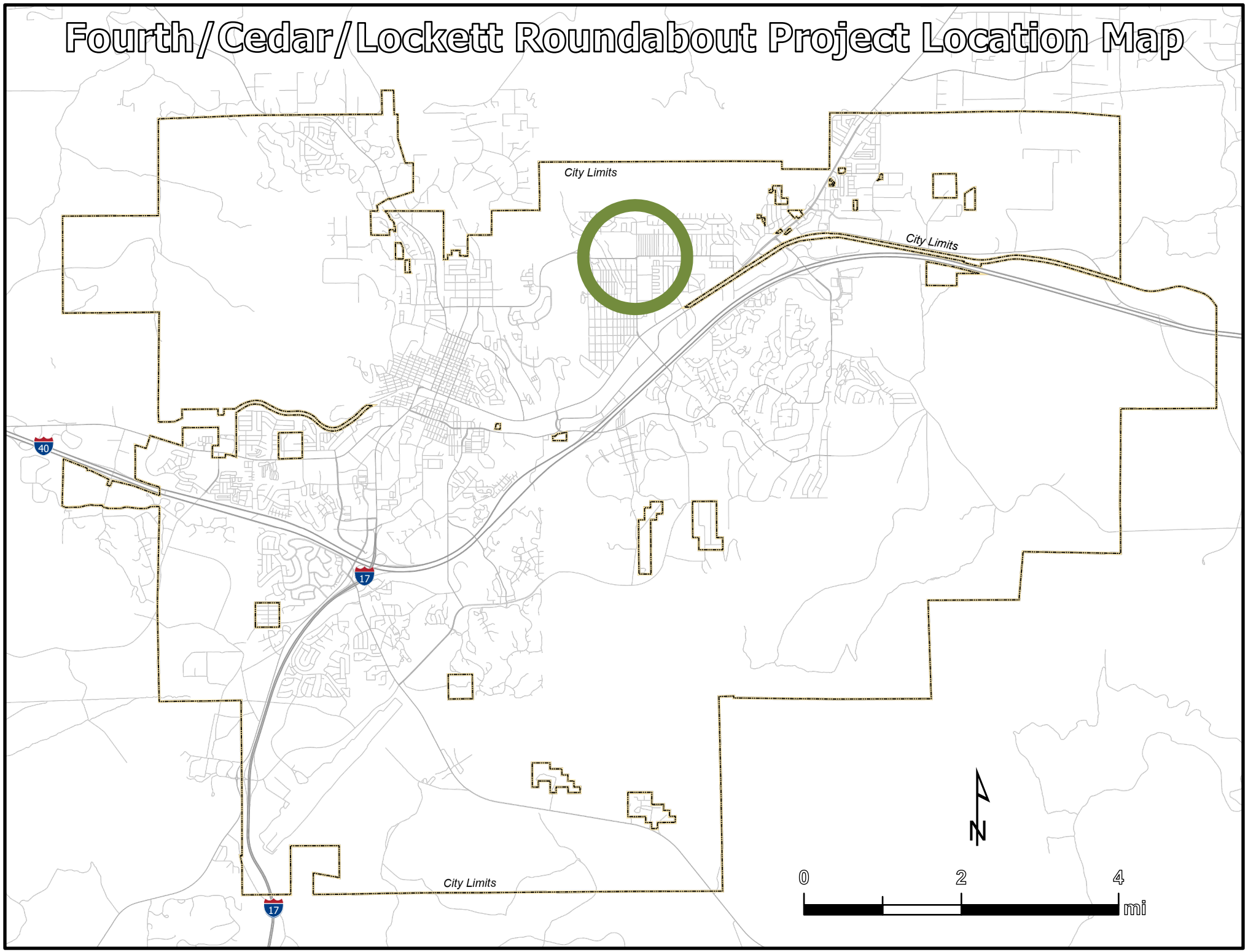
The City Council approved the Ordinance 2022-13 allowing for the acquisition of real property and the determination and offers of relocation benefits to persons displaced to make way for the Fourth Street/Cedar Avenue/Lockett Road roundabout project on June 7th, 2022.

Options and Alternatives:

1. Approve payment to ADOT for additional design and project administration costs to continue the design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road; or
2. Deny approval of the payment to ADOT. The project will be placed on hold.

Attachments: Project Location Map
Original IGA
IGA Amendment No. One
Presentation

Fourth/Cedar/Lockett Roundabout Project Location Map



DocuSign Envelope ID: 68791743-1D4D-4D00-AF60-E2B887B3027E

ADOT CAR No.: IGA 20-0007711-I
AG Contract No.: P001 2020 000797
Project Location/Name: Fourth St/Cedar Ave/Lockett Rd Roundabout
Type of Work: Design and Construct Roundabout
Federal-aid No.: FLA-0(221)T
ADOT Project No.: T0247 01D/03D/01R/01C
TIP/STIP No.: 101020
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date May 29, 2020, 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. § 11-952 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. The improvements proposed in this Agreement, include design and construction of a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road, (the "Project"). The Project will also add a crosswalk at the 4th leg of the intersection. The State will administer the design and advertise, bid and award the construction phase of the Project. The City will administer the right-of-way acquisition for the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

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THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

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(s) identified in Exhibit A, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. 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 Project amount.

   c. The City and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.

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 designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the City for the initial Project Development Administration (PDA) costs, estimated at $30,000.00. If PDA costs exceed the estimate during the development of design, notify the City, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the City for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the City for the difference between actual costs and the amount the City has already paid for PDA.

   c. Reimburse the City for the City's eligible incurred right-of-way acquisition expenditures, up to $92,398.00. Coordinate with the City as required for all right-of-way activities. Right-of-way acquisition is estimated at $123,211.00 of which the City's share is estimated at $30,813.00.

   d. After receipt of the PDA costs, on behalf of the City, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the City, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and

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analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the development of the Project.

e. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design, right-of-way acquisition, and construction. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

f. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

g. After receipt of the actual PDA costs, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

h. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract. After the Project is awarded, invoice the City for the difference between estimated and actual costs, if applicable.

i. Notify the City of substantial completion and final acceptance of the Project, as defined in the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the City, and provide a copy to the City indicating that the State's maintenance responsibility of the Project is terminated, as applicable.

j. Notify the City of substantial completion and final acceptance of the Project; coordinate with the City and turn over full responsibility of the Project improvements.

k. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The City will:

a. Designate the State as the City's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at $30,000.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for

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the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.

c. Invoice the State (no more than monthly) for the City's right-of-way acquisition expenditures providing all back-up documentation. Coordinate with the State as required for all right-of-way activities. Right-of-way acquisition is estimated at $123,211.00, of which the City's share is estimated at $30,813.00.

d. Review design plans, specifications, cost estimates, and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

g. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

h. Certify that the City has adequate resources to discharge the City's real property related responsibilities and ensure that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

i. Not permit or allow any encroachments on or private use of the right-of-way, 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.

j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, 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,

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on, to and over said City rights-of-way. This temporary right will expire with completion of the Project.

k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right-of-way to re-establish the prior right location for those utilities with prior rights.

l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

m. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.

n. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. 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. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.

4. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior 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.

5. 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

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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.

6. 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.

7. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

12. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B

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Phoenix, AZ 85007
SingleAudit@azdot.gov

13. This Agreement shall be governed by and construed in accordance with Arizona laws.

14. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

15. 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.

16. 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 in this Agreement by reference regarding "Non-Discrimination."

17. 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.

18. 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.

19. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

20. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

21. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

22. 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 Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2053
greg.clifton@flagstaffaz.gov

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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: Stephanie Sarty
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2692
ssarty@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: Stacey Brechler-Knaggs
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
sknaggs@flagstaffaz.gov

23. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

24. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF FLAGSTAFF

By DocuSigned by: 641FFE1BD57E443...
CORAL EVANS
Mayor

ATTEST:

By DocuSigned by: F4D58CF260E2462...
STACY SALTZBURG
City Clerk

STATE OF ARIZONA
Department of Transportation

By DocuSigned by: 48C55E54D3CE49E...
BRENT A. CAIN, PE
Division Director

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IGA 20-0007711-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.

DocuSigned by:
Kevin R. Fincel
0B7BD25732E942E...

City Attorney

5/20/2020

Date

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EXHIBIT A

IGA 20-0007711-I
Cost Estimate

T0247 01D/03D/01R/01C

The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering (CE) and administration cost. The estimated Project costs are as follows:

T0247 01D (ADOT Project Development Administration (PDA) Cost, non-federal-aid):	
PDA costs*	$ 30,000.00
T0247 03D (scoping/design):	
Federal-aid funds @ 100%	$ 450,000.00
Subtotal – Scoping/Design/PDA*	**$ 480,000.00**
T0247 01R (right-of-way):	
Federal-aid funds @ 100%	$ 92,398.00
City funds @ 100%	$ 30,813.00
Subtotal – Right-of-Way	**$ 123,211.00**
T0247 01C (construction):	
Federal-aid funds @ 100%	$ 1,385,969.00
Subtotal – Construction**	**$ 1,385,969.00**
Estimated TOTAL Project Cost	**$ 1,989,180.00**
Total Estimated City Funds	**$ 60,813.00**
Total Federal Funds	**$ 1,928,367.00**

* (Included in the City Estimated Funds)
** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

RESOLUTION NO. 2020-27

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF FLAGSTAFF FOR DESIGN AND CONSTRUCTION OF A ROUNDABOUT AT THE SIGNALIZED INTERSECTION OF FOURTH STREET AND CEDAR AVENUE/LOCKETT ROAD.

RECITALS:

WHEREAS, the State of Arizona, acting by and through its Department of Transportation (ADOT), and City of Flagstaff desire to enter into an intergovernmental agreement for the purpose of designing and constructing a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road;

WHEREAS, the State will administer the design and advertise, bid and award the construction of the roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road.

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 and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

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 19th day of June, 2020.

_____
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. P0012020000797 **(ADOT IGA/JPA 20-0007711-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: May 29, 2020

MARK BRNOVICH
Attorney General

/s/ Eli D. Golob
_____
ELI D. GOLOB
Assistant Attorney General
Transportation Section

EDG/sp/8743178

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ADOT File No.: IGA 20-0007711-I
Amendment No. One: 22-0008471-I
AG Contract No.: P001 2020 000797
Project Location/Name: Fourth St/Cedar Ave/Lockett Rd Roundabout
Type of Work: Design and Construct Roundabout
Federal-aid No.: FLA-0(221)T
ADOT Project No.: T0247 01D/03D/01R 01C
TIP/STIP No.: 101020
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

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 April 21, 2022, 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 each individually referred to as a "Party" and are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007711-I, A.G. Contract No. P001 2020 000797, was executed on May 29, 2020, (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 scope of work, costs, and replace Exhibit A. The City has requested additional improvements be included as part of the Project. The City will be responsible for the costs associated with the additional roadway and landscaping improvements, parking lot modifications and restriping, construction of a retaining wall, landscape/irrigation restoration, and replacement of existing sidewalk/accessible route connection. The Parties desire to amend the Original Agreement, as follows:**

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Consistent with the Original Agreement, the City has been invoiced and paid $30,000.00 and will pay the remaining $73,000.00 for the City's share of PDA and design costs within 30 days of receipt of an invoice.

The Parties incorporate the Recitals set forth above as part of the body of this Amendment No. One.

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

Section I, Paragraph 1.d. is added, as follows:

1. The Parties agree:

    d. The State may utilize the City's Inspectors on the Project as needed by the State's Resident Engineer, in accordance with the following: all ADOT policies and procedures will be applicable as coordinated with ADOT's Northcentral District (the "District") and the ADOT Construction Group. The City, District, and the Construction Group must agree on the City Inspector. The City's Engineering Director must provide ADOT's Construction Group, (for pre-approval), all required and current certifications and chargeable rates (labor and equipment). The City Local Inspector will report to ADOT's Resident Engineer and must comply with all ADOT hardware/software computer requirements, which includes maintaining the computer and any information in a secure location. The City Inspector must also utilize ADOT's automated system to complete the required weekly time sheet. The City Inspector will remain an employee of the City and will not be considered an ADOT employee during the term of this Agreement. The City will invoice monthly for reimbursement, and all charges must be kept current for both payment and federal reporting purposes. The City will be notified of all approvals by the ADOT Construction Group. The City agrees to provide an inspector dedicated to the project for a minimum of 8 hours per week. The City inspector will attend all weekly construction meetings and be available for inspections of the project within 30 minutes of notification by the ADOT Resident Engineer. The City billing rate will be as follows:
    - $44.00 per hour for burdened labor.
    - $6.00 per hour for phone, vehicle, and other incidentals.
        - $50.00 per hour maximum billing rate for each hour worked.

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Section II, Paragraph 2.c. is revised, as follows:

2. The State will:

   c. Reimburse the City for the City's eligible incurred right of way acquisition expenditures, up to $92,398.00. Coordinate with the City as required for all right of way activities. Right of way acquisition is estimated at $623,211.00 of which the City's share is estimated at $530,813.00

Section II, Paragraph 2.l. is added, as follows:

2. The State will:

   l. After completion of design and prior to bid advertisement, invoice the City for the actual PDA costs, as applicable, and the City's share of the Project construction costs, estimated at $1,614,225.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

Section II, Paragraph 3.c. is revised, as follows:

3. The City will:

   c. Invoice the State (no more than monthly) for the City's right of way acquisition expenditures providing all back-up documentation. Coordinate with the State as required for all right of activities. Right of way acquisition is estimated at $623,211.00, of which the City's share is estimated at $530,813.00

Section II, Paragraph 3.o. is added, as follows:

3. The City will:

   o. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the City's share of the Project construction costs, estimated at $1,614,225.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

Exhibit A to the Original Agreement is replaced by the Exhibit A attached to this Amendment No. One.

EXCEPT AS AMENDED, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

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THIS AMENDMENT NO. ONE shall become effective upon the signing and dating of all Parties.

IN ACCORDANCE WITH A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing 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 is set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF FLAGSTAFF

DocuSigned by:
By Paul Deasy Date 4/20/2022
716BC69C68774EF...
PAUL DEASY
Mayor

ATTEST:

DocuSigned by:
By Stacy Saltzburg Date 4/20/2022
8C95EB0863D1441...
STACY SALTZBURG
City Clerk

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 A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 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. Approved as to Form:

DocuSigned by:
By Christina Rubalcava for Date 04/20/2022
C1D95CEA58DF49D...
City Attorney

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ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By _____ Date 4/21/2022
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BRENT A. CAIN, PE
Transportation Systems Management and Operations Division Director

DocuSigned by:
By _____ Date 4/21/2022
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STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division Director

A.G. Contract No. P001 2020 000797 (ADOT IGA 20-0007711-I, Amendment No. One: 22-0008471-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 A.R.S. § 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.

DocuSigned by:
By _____ Date 4/21/2022
8D318FBECFEB478...
Assistant Attorney General

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EXHIBIT A
IGA 20-0007711-I
Amendment No. One: 22-0008471-I
Cost Estimate

T0247 01D/03D/01R/01C

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

PDA costs*	$	47,500.00
Scoping/Design:		
Federal-aid funds @ 100%	$	450,000.00
City funds @ 100% (Preliminary engineering for right of way)	$	25,000.00
City funds @ 100% (Additional scope of work)	$	30,500.00
Subtotal – Scoping/Design/PDA*	**$**	**553,000.00**
Right of Way:		
Federal-aid funds @ 100% (Reimburseable)	$	92,398.00
City funds @ 100%	$	530,813.00
Subtotal – Right of Way	**$**	**623,211.00**
Construction:		
Federal-aid funds @ 100%	$	1,385,969.00
City Funds @ 100%	$	1,614,225.00
Subtotal – Construction**	**$**	**3,000,194.00**
Estimated TOTAL Project Cost	**$**	**4,176,405.00**
Total Estimated City Funds	**$**	**2,248,038.00**
Total Federal Funds	**$**	**1,928,367.00**

* (Included in the City Estimated Funds; $30,000.00 has been invoiced and paid by the City)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

RESOLUTION NO. 2022-15

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR THE DESIGN AND CONSTRUCTION OF A ROUNDABOUT AT THE SIGNALIZED INTERSECTION OF FOURTH STREET AND CEDAR AVENUE/LOCKETT ROAD

RECITALS:

WHEREAS, the Arizona Department of Transportation and City of Flagstaff desire to amend an intergovernmental agreement for designing and constructing a roundabout at the signalized intersection of Fourth Street and Cedar Avenue/Lockett Road; (the "Project"); and

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 20-0007711-I, A.G. Contract No. P001 2020 000797, was executed on May 29, 2020 (the "IGA"); and

WHEREAS, the Project will be designed and constructed per the contract documents, developed under IGA 20-0007711-I; and

WHEREAS, the parties to the IGA have updated information related to the scope and cost of the Project and this updated information is set forth in this proposed Amendment No. One; and

WHEREAS, the purpose of the IGA and this Amendment No. One is to set forth the parties' respective duties and obligations with respect to the design and construction of the Project; and

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 and the City is empowered by Arizona Revised Statutes §§ 11-952 to amend this IGA; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Amendment No. One attached thereto, and finds that it is in the best interests of the City to amend 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 Amendment No. One to the IGA between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, Arizona, 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.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of April, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A – Amendment No. One



-Fourth Street-
-Cedar Avenue-
-Lockett Road-
Roundabout

October 18, 2022

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Fourth/Cedar/Lockett Roundabout

Consideration and Approval of Payment:

Approve payment of $117,136.01 to ADOT for additional design costs and project administration.

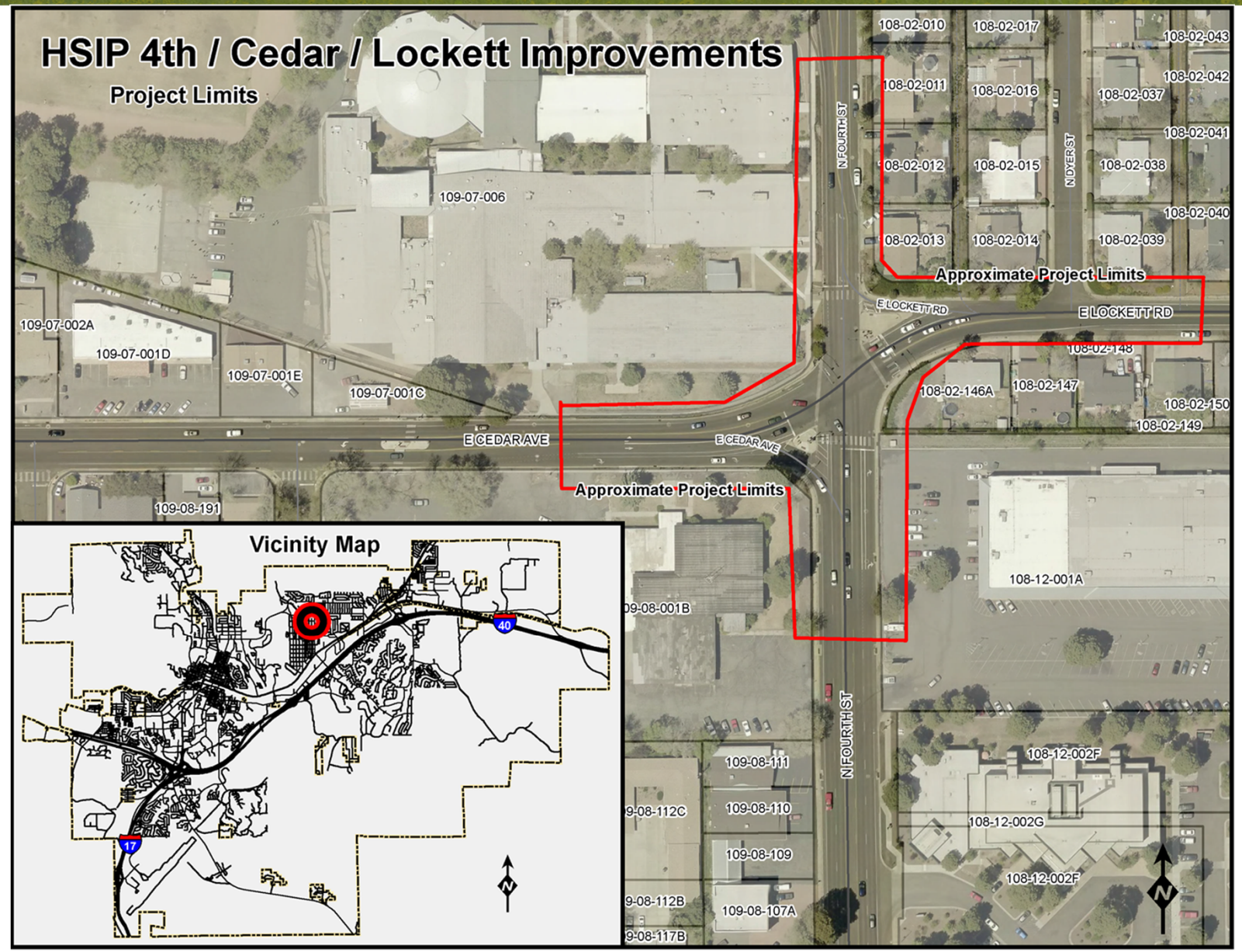
Per IGA #20-0007711, Section II, 3b. *The City will…. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.*

Staff Recommended Action:

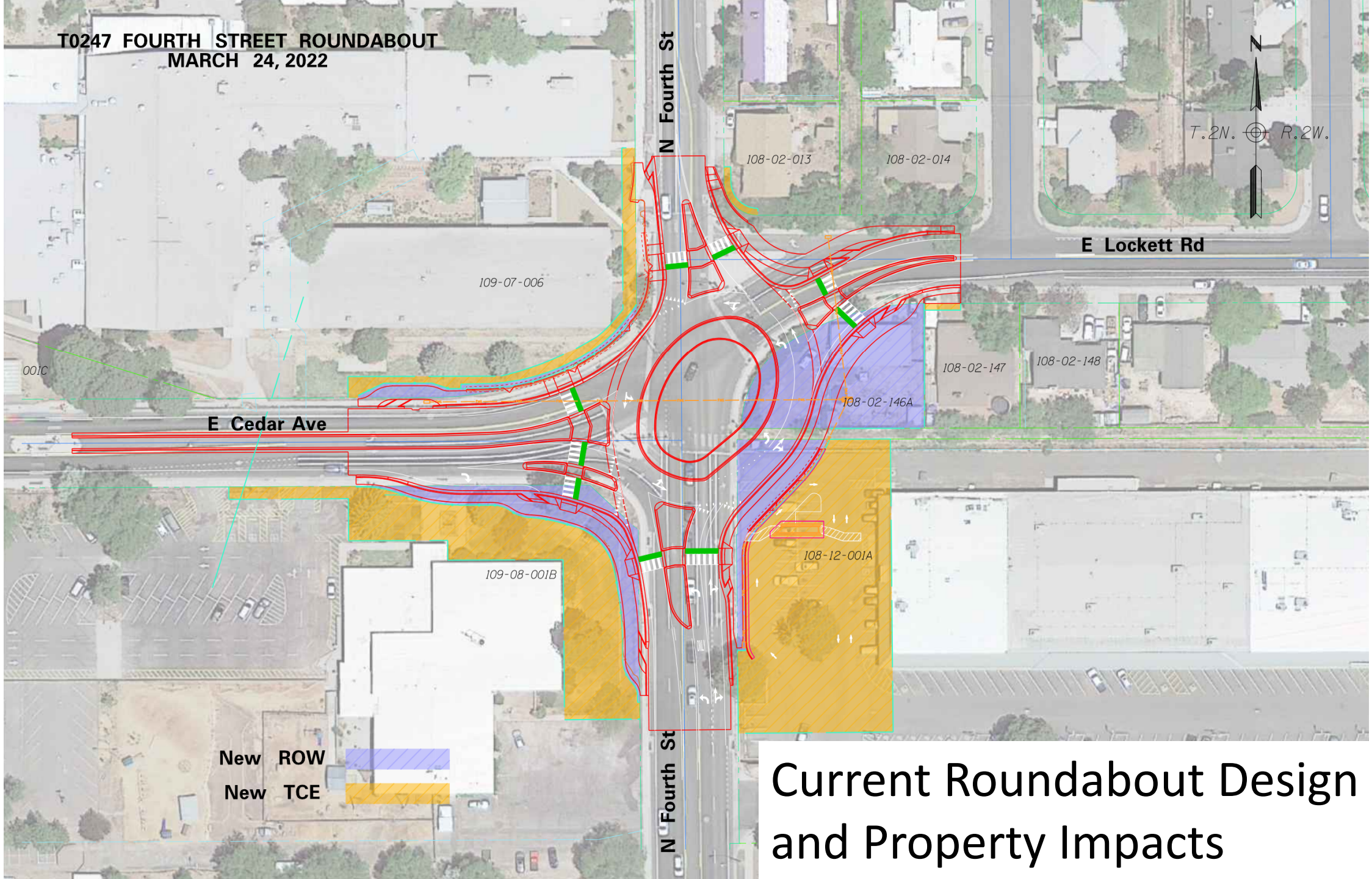
1) Approve Payment

*PDA=Project Development Administration

Project Location



NORTH



Current Roundabout Design and Property Impacts

Fourth/Cedar/Lockett Roundabout

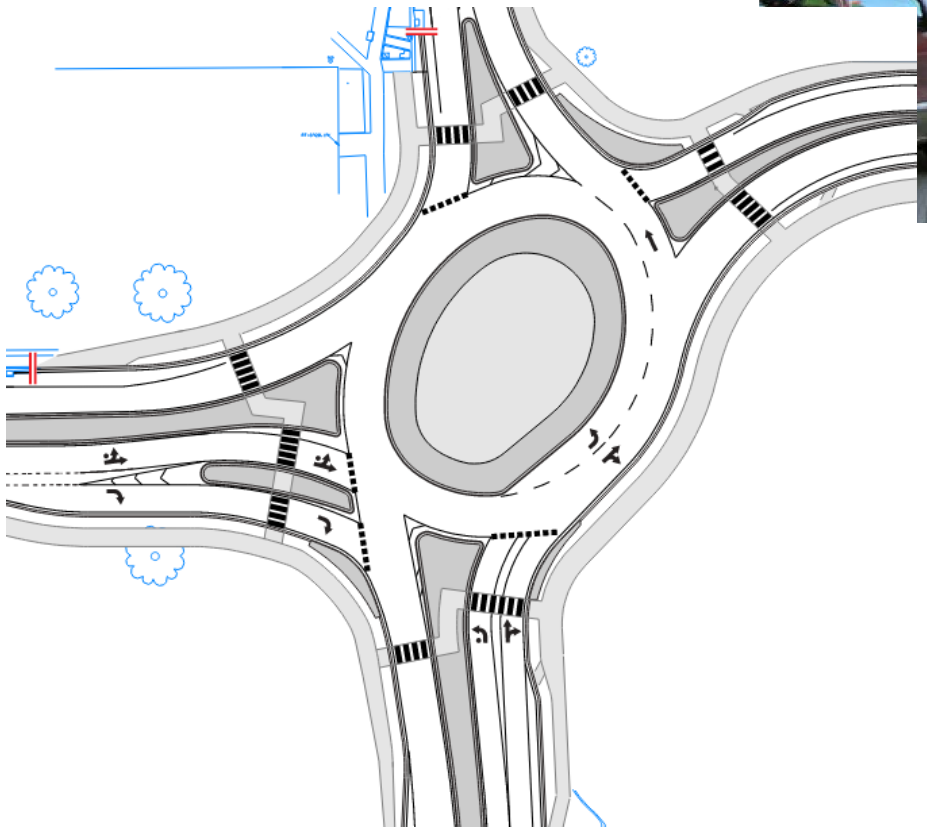
Additional Design Costs

- Pedestrian Actuated Rapid Flashing Beacons at all crossings
- Z-Crossings
- Utility Relocations

Fig. 2 Rectangular Rapid Flashing Beacon (RRFB) at Crossing Martin Luther King Roundabout, Springfield, OR



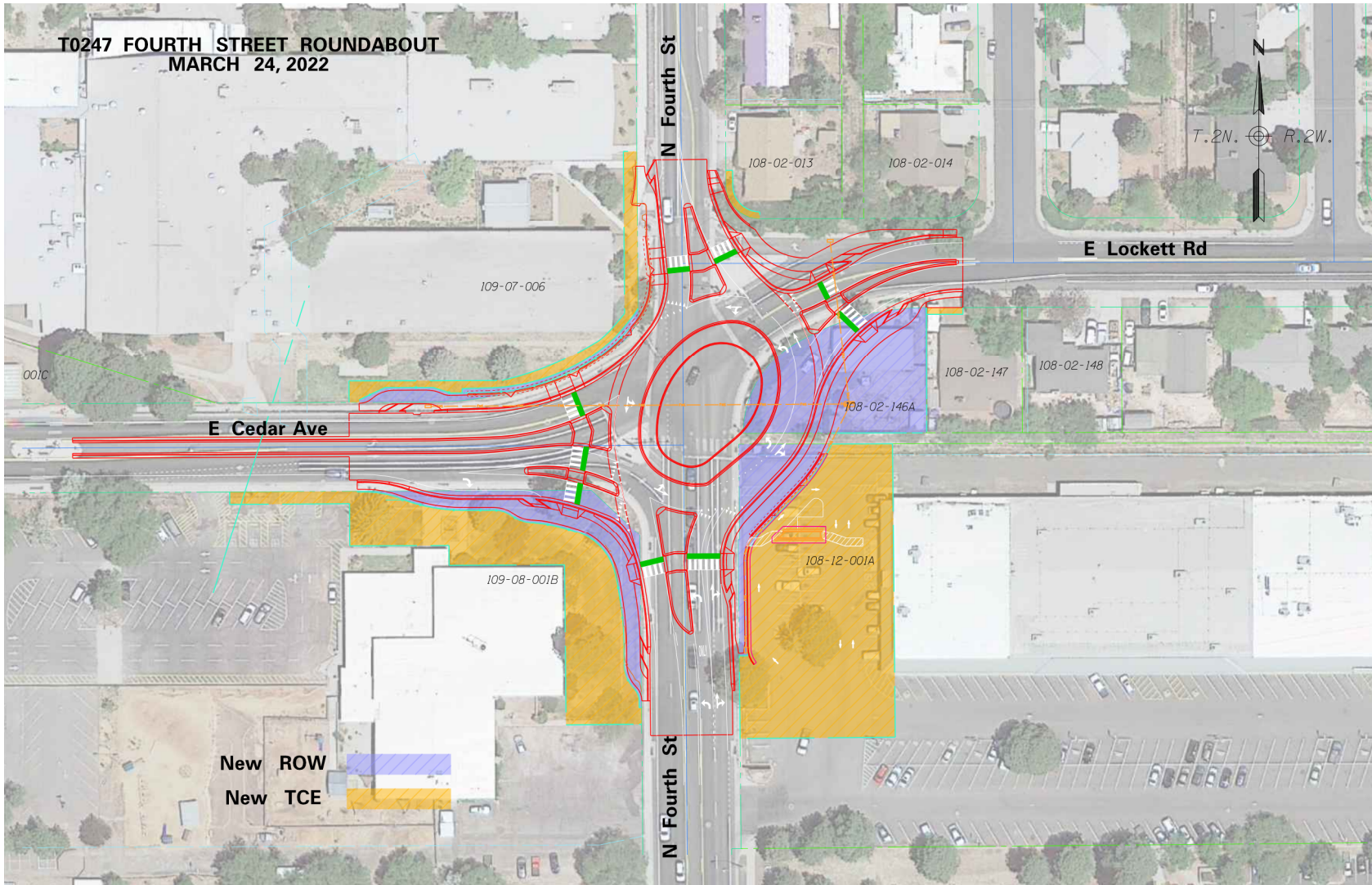
Photo courtesy City of Springfield, OR



Fourth/Cedar/Lockett Roundabout

Update on Project

- ROW Acquisition effort underway
- Utility relocations
- Construction in 2024



Questions



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Hagin, Assistant Parks and Recreation Director
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-49: A resolution of the City Council of the City of Flagstaff naming tennis courts located at the Hal Jensen Recreation Center the "Ron Hren Memorial Tennis Courts"

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-49 by title only
2) City Clerk reads Resolution No. 2022-49 by title only (if approved above)
3) Adopt Resolution No.2022-49

Executive Summary:

The local tennis community including the Flagstaff Tennis Association brought forward a proposal to name the tennis courts located at Hal Jensen Recreation Center the "Ron Hren Memorial Tennis Courts" to honor a longstanding citizen of Flagstaff who was very active in the community through both recreational and art groups, including organizing, volunteering, coaching and financial contributions for the Flagstaff tennis community.

Financial Impact:

This decision has no financial impact on the City.

Policy Impact:

Resolution No. 2001-73, as amended by Resolution 2010-72, states that the criteria for naming a City facility (including sport courts) may be accomplished through a petition process with the appropriate commission. If the proposed name is that of an individual, the person must have been deceased for two years, unless it is an individual who has contributed outstanding civic service to the City. City staff, the Parks and Recreation Commission and the community would like to commemorate the efforts of Ron Hren by dedicating the tennis courts in his honor. Ron Hren meets the criteria.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Inclusive & Engaged Community by fostering community pride and civic engagement by increasing opportunities for public involvement, in line with best practices and legal requirements.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve the proposal allowing for the tennis courts to be named the "Ron Hren Memorial Tennis Courts".
2. Not approve the request.

Background/History:

Ron Hren was an avid tennis player and community organizer in Flagstaff, who created a unique, social and community-minded tennis environment that touched many through the sport. He also volunteered countless hours with community organizations such as the Flagstaff Arboretum, Grand Canyon clean ups, and Toys for Tots. Ron created a very special portal to help many community members, including the teaching youth the lifetime sport of tennis, while at times leading a group of over 60 tennis players with the Flagstaff Tennis Association. Ron's amazing energy and inspiring heart demonstrated his desire for positive growth of the Flagstaff community as he would volunteer to coach youth tennis clinics, make financial contributions for youth tennis scholarships, plus was the always-available outlet for city tennis players of all skill levels to enjoy organized tennis in the area.

When the tennis courts located behind the Hal Jensen Recreation Center were reconstructed in 2016, Ron upped his game by spending countless volunteer hours organizing a local league for all skill levels and working with the underserved youth in the neighborhood. Ron's actions provided a unique opportunity for community members to enjoy the sport in a social setting with health and wellness as the backbone.

The community would like to honor Ron, local tennis aficionado, by naming the tennis courts the Ron Hren Memorial Tennis Courts, reminding all of the positive influence the sport holds.

Key Considerations:

The naming of the tennis courts was an idea derived from the local tennis community to commemorate Ron's involvement in advocacy for tennis play for all levels and anyone interested in learning, especially the nearby Sunnyside neighborhood kids. On August 15, 2022, local tennis enthusiasts presented to the Parks and Recreation Commission a proposal to name the tennis courts behind the Hal Jensen Recreation Center the "Ron Hren Memorial Tennis Courts." They presented information on Ron's contributions to the local tennis community and his philanthropic efforts around northern Arizona. The Commission enthusiastically supported the idea and unanimously approved a motion to recommend the naming of the courts in memory of Ron as requested by the local tennis community.

Expanded Financial Considerations:

This decision has no financial impact on the City. The naming of the tennis courts will have no added maintenance costs to the Parks section. The cost of new signage is included in the Parks base budget for regular sign maintenance.

Community Benefits and Considerations:

Members of the community continue to express admiration for Ron Hren for his contributions to the community specifically for the tennis community. This proposal allows public recognition and a reminder of his dedication to the community.

Community Involvement:

Consult: The proposed tennis court dedication was developed by the local tennis community and in consultation with the Parks and Recreation Commission. On August 15, 2022, the City of Flagstaff Parks and Recreation Commission received a presentation on the proposed tennis court naming, which was unanimously voted in support of the dedication, as required by Resolution No. 2001-73.

Attachments: Res. 2022-49
Vicinity Map
Aerial Image
Presentation

RESOLUTION NO. 2022-49

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL NAMING THE TENNIS COURTS LOCATED AT THE HAL JENSEN RECREATION CENTER THE "RON HREN MEMORIAL TENNIS COURTS"

RECITALS:

WHEREAS, Ron Hren contributed in a definitive way to the betterment of the Flagstaff community and its citizens, and the community wishes to honor his memory by naming the tennis courts located at the Hal Jensen Recreation Center the Ron Hren Memorial Tennis Courts; and

WHEREAS, the Flagstaff City Council established a policy for the naming of City of Flagstaff facilities in Resolution No. 2001-73, as amended by Resolution No. 2010-72; and

WHEREAS, the proposal to name the tennis courts at the Hal Jensen Recreation Center the Ron Hren Memorial Tennis Courts meets the requirements of the aforementioned resolutions; and; and

WHEREAS, the Parks and Recreation Commission recommends that the tennis courts be named the Ron Hren Memorial Tennis Courts.

ENACTMENTS:

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

Section 1. That the tennis courts located at the Hal Jensen Recreation Center, located at 2403 North Izabel Street, be named the "Ron Hren Memorial Tennis Courts" in honor of Mr. Hren's contributions to the community.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of October, 2022.

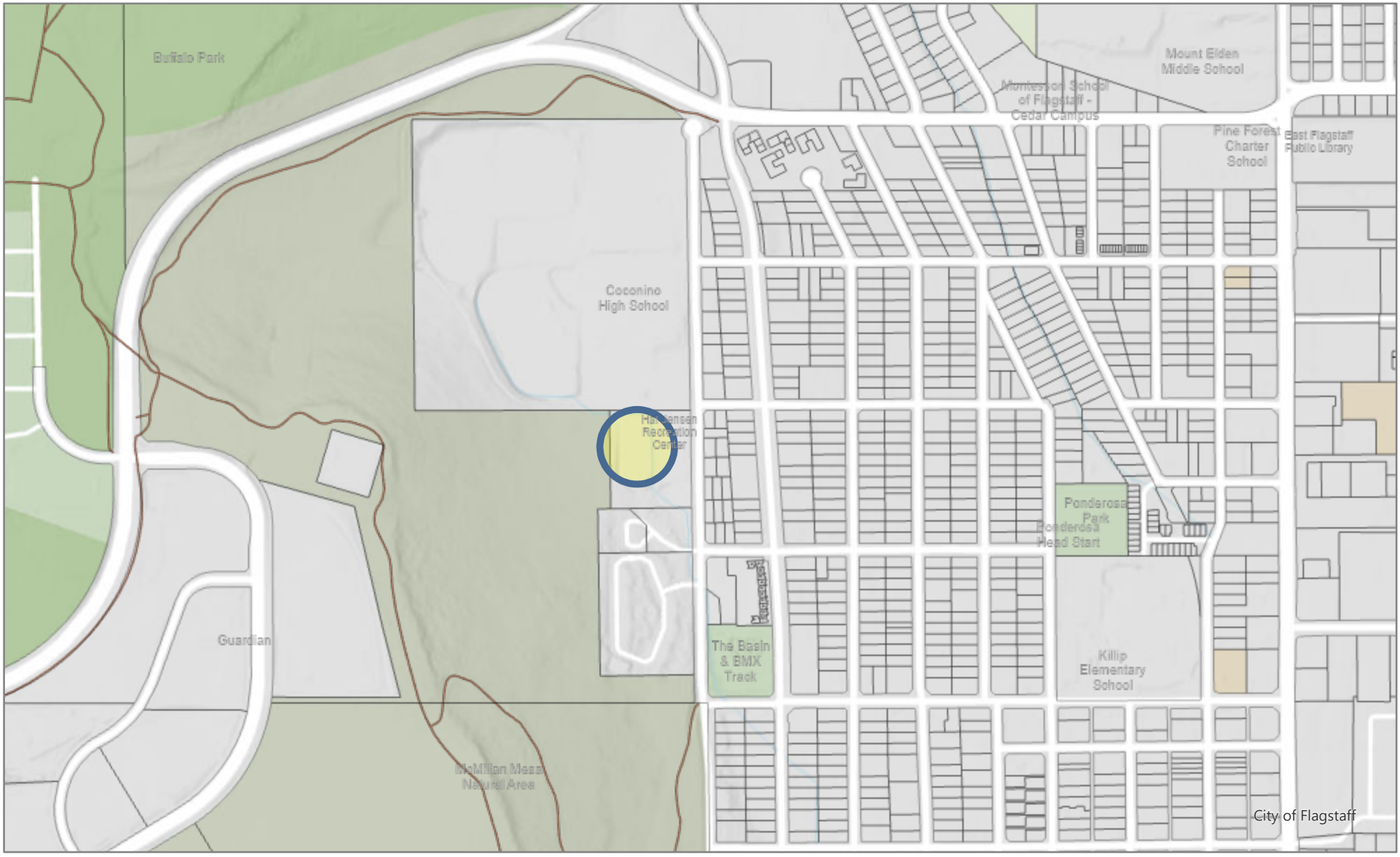
_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY



Vicinity Map

0 0.05 0.1 0.2 0.3 0.4

mi

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.

9/26/2022 4:15 PM


COCONINO
N FREMONT ST

PROPOSAL FOR:
NAMING THE HAL JENSEN RECREATION CENTER TENNIS COURTS FOR RON HREN

"THE RON HREN MEMORIAL TENNIS COURTS"





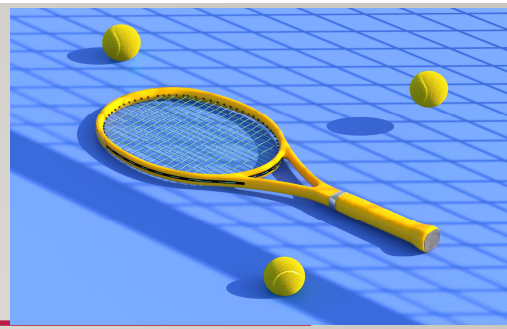
BACKGROUND

- Ron Hren was a longstanding citizen of Flagstaff, known and loved by many
- Ron CHOSE to retire in Flagstaff and give back to this great community
- He PROVIDED the tennis outlet for not only local players, but ALL new players in Flagstaff who had yet to make a connection.
- Ron was very active in community activities giving much of his time and financial support
  - Arts Council
  - Hiking Groups
  - Tennis Groups



Walk for Cancer, August 18th, 2012

THE TENNIS CONNECTION



- Ron was an avid tennis player who participated in many league and city events
- A frequent contributor to the Flagstaff Tennis Association (FTA)
  - Volunteered to organize, run, and referee the annual Flagstaff City Tournament
  - Gave Financial contributions for youth tennis scholarships
  - Volunteered to coach and run youth tennis clinics with local professionals
- Ron's biggest contribution was organizing and running the thrice weekly Flagstaff Drop-In Doubles Tennis group for 20 years
  - An outlet for city players of all skill levels to enjoy organized tennis outside of a USTA league
  - Ron designed rotation sheets to mix players and provide a social/fun setting for everyone
  - Ron gave two hours of his time every Monday, Wednesday, and Friday to organize and run this activity
  - There are close to 100 people who have used and continue to use this activity periodically during the year. 15 to 20 players show up every Monday, Wednesday and Friday to play and have fun.

The fact that he did all of this without needing to be compensated - as a true labor of love – deserves to be recognized!



FTA Tennis Tournament 2018 and Birthday Celebration

WHY NAME THE COURTS FOR RON?



- Most people in Flagstaff called the MWF drop-in tennis at the Hal Jensen courts "The Ron Hren Drop-in Tennis Activity".
- Ron passed in July of 2020 and was still running the tennis group and playing two weeks before he passed
- Many people use this tennis group as a social outlet providing a positive experience for aging players/disabled who cannot compete in the competitive USTA leagues
- Many of the tennis group members, members of the community at large, high school coaches, and local professionals felt the deep loss of Ron.
- Many people asked if Ron could be remembered for his contributions and friendship to so many in the community
- We have a Ron Hren Memorial award given out yearly (with the exception of COVID years) based on our respect for Ron and the honorees
  - 2022 John Williams 2021 Gordon Medford
- We are requesting the courts at Coconino High School be named for Ron Hren.

Ron Hren had a significant and enduring impact on the Flagstaff Community for 20 years

PROVISIONS IN RESOLUTION NO. 2001-73/2020-72

- The Flagstaff City Council has established a policy for naming or changing the name of city facilities
  - The resolutions sections (16) are detailed and have been addressed in detail.
  - For the respect of the Council, and time, the presentation has been summarized and the detailed resolutions hidden but available upon requested.



SUMMARIZATION OF THE 16 PART RESOLUTIONS

- Informal polling suggested the tennis courts be named The Ron Hren Memorial Tennis Courts.
- The courts are currently unnamed making this easier
- Ron Hren did not buy the land but did run his Monday, Wednesday, Friday tennis groups at the facility to promote community tennis.
- Ron was a local contributor who made many lives better through tennis and community involvement. Ron passed in July of 2020 therefore the two-year criteria has been met.
- Ron spent countless hours putting up wind screens, shoveling snow, cleaning, sweeping, and repairing nets to allow continued play.
- His real contribution was providing a unique opportunity for community members to enjoy a sport they loved in a social setting.
- He convinced many members to contribute their time and resources towards youth tennis as a means to help youth in the community.
- **No** was not in his vocabulary



FTA Tournament 2019 volunteers

ADDITIONAL COMMENTS FROM FRIENDS

- "Always welcoming, those players are now returning the favor to others"
- "The friendships in this group are amazing! There is a strong group behind this proposal to fund-raise in an effort to continually improve these courts in Ron's name"



FROM RICK GOLDWASSER
FLAGSTAFF TENNIS PROFESSIONAL

- It is not unusual that the sense of community and the idea of playing for the simple joy of playing takes a backseat to who's ranked higher and too much emphasis on winning.
- The fact that Ron's group has met for this long (20 years), without losing sight of what's important is a testament to ideals that he instilled from the beginning of this group's formation.
- The fact that he did all of this without needing to be compensated - as a true labor of love - deserves to be recognized! If you ask me, it would just be wrong for those courts to be called anything but "The Ron Hren Memorial Courts"!

CONCLUSION

- While you can find many communities where you can play drop-in tennis, we believe that Ron provided the residents of Flagstaff a unique, social, and community minded forum for community involvement through sport. In collaboration with the Flagstaff Tennis Association (FTA), Ron created a very special portal to help many people in our community. That Flagstaff as a city can offer this to its residents reflects great honor and commitment by Ron, FTA, and the city.

- Thank you for your consideration in naming the courts for Ron.

CONCLUSION

- Ron Hren selflessly arranged, coordinated, and operated a significant community activity for Flagstaff for over 20 years.
- Ron provided the residents and visitors to Flagstaff a welcoming unique social and community focused activity for community involvement in sport.
- In collaboration with the Flagstaff Tennis Association (FTA), Ron created a very special portal to help many people in our community get involved in civic activities. That Flagstaff as a city can offer this to its residents reflects great honor and commitment by Ron, FTA, and the city.

Thank you for your consideration in naming the courts for Ron.

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director

Co-Submitter: Christine Cameron

Date: 10/10/2022

Meeting Date: 10/18/2022

TITLE:

Consideration and Approval of Agreement: Master Subrecipient Agreement between the City of Flagstaff and MetroPlan for Transportation Project Funding.

STAFF RECOMMENDED ACTION:

Approve the Master Subrecipient Agreement with MetroPlan for funding to the City as a subrecipient for transportation project funding.

Executive Summary:

MetroPlan desires to provide funding to the City of Flagstaff as a subrecipient for the purpose of performing the Work Program, purposes identified in the Scope of this Agreement, and/or as identified for other specific projects.

Financial Impact:

MetroPlan will approve the transfer of Federal Highway Administration (FHWA) Surface Transportation Block Grant (STBG) fund to the City for the Projects in each fiscal year of this agreement. The federal funds will be used for the planning and design of the Projects.

The initial budget for the initial fiscal year, FY 2022-2023 is for Planning and Design for the Downtown Mile project in the amount of $490,000 federal funds, with a city match in the amount of $29,619.

MetroPlan and the City acknowledge that the final Projects' costs may exceed the initial estimate(s), and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate(s). If the final bid amount is less then the initial estimate(s), the difference between the final bid amount and the initial estimate(s) will be de-obligated or otherwise released from the applicable Projects.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance - Enhance the organization's fiscal stability & increase efficiency & effectiveness.
Sustainable, Innovative Infrastructure - Provide effective management of and infrastructure for all modes of transportation.

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

1. Approve the Master Subrecipient Agreement
2. Not approve the Master Subrecipient Agreement which will not provide project funding to city projects.

Background/History:

Throughout development of the Downtown Mile Safety and Connectivity Improvement Project components, MetroPlan has been instrumental in assisting the City of Flagstaff with planning strategy and transportation design involvement. As the regional transportation authority, they are able to provide funding through State and Federal programs that the City would not receive directly.

MetroPlan and the City wish to ensure a continuing and comprehensive transportation planning process for the Downtown Mile that involves cooperation/coordination through the sharing of information and utilization of the agreement funding.

MetroPlan is charged with the responsibility of carrying out transportation planning and programming processes that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and supports metropolitan community development and social goals.

In addition to providing funding for the design of the Downtown Mile this Master Subrecipient Agreement will apply to the overall relationship between MetroPlan and the City and will identify projects on an annual or more frequent basis for potential funding through an addenda to this Agreement.

The City will be responsible for Grant, Financial and Project Administration.

Attachments: MetroPlan Master Subrecipient Agreement

Agreement Number	
Program/Phase/Federal Aid	STBGP PFM2203P FMPT022
Unique Entity Identifier (UEI)	XMMUMPKTLVQ3
SAM.GOV CAGE Code	3KLU3
Description	Subrecipient agreement for Project Funding

MASTER SUBRECIPIENT AGREEMENT
BETWEEN
FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into _____, between the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, a metropolitan planning organization authorized under Federal law and formed under Arizona law as a non-profit corporation, herein referred to as "METROPLAN;" and the CITY OF FLAGSTAFF, an Arizona municipal corporation, herein referred to as "CITY" or "SUBRECIPIENT". METROPLAN and the CITY are collectively referred to as the "Parties", and individually as a "Party".

RECITALS

1) The Parties desire to ensure a continuing, cooperative, and comprehensive transportation planning process that involves cooperation/coordination between the CITY and METROPLAN through the sharing of information.

2) MetroPlan its boundaries were designated pursuant to the requirements of Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450 et seq.).

3) MetroPlan is charged with the responsibility of carrying out transportation planning and programming processes that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and supports metropolitan community development and social goals.

4) ADOT is a State Transportation Agency pursuant to Title 23, Section 134 of the United States Code (23 U.S.C. 134) and Title 23, Section 450 of the Code of Federal Regulation (23 CFR 450). ADOT is the direct recipient of federal apportioned and grant funds from Federal Highway Administration (FHWA) funds including but not limited to: State Planning and Research (SPR) funds, Metropolitan Planning Funds (PL), Surface Transportation Block Grant (STBG) funds; and from Federal Transit Administration (FTA) funds including but not limited to: apportioned funds per United States Code (49 U.S.C. 5303), 5310 Program funds, 5311 Program funds; and other federal and state funds over which ADOT has fiduciary responsibility. METROPLAN has received funds from ADOT as the cognizant agency/funder for METROPLAN, as a metropolitan planning organization, to implement projects.

5) METROPLAN desires to provide funding to CITY as a subrecipient for the purpose of performing the work identified in the Scope of this Agreement, and/or as identified for other specific projects. This Master Subrecipient Agreement shall apply to the overall relationship between METROPLAN and the CITY with specific projects identified on an annual or more frequent basis through addenda to this Agreement. All such projects set out by addenda shall be referred to herein collectively as the "Projects".

6) The Catalog of Federal Domestic Assistance (CFDA) numbers are provided below for funds awarded to METROPLAN as a subrecipient under ADOT and for which METROPLAN may pass on all or part of those funds to CITY as a further subrecipient; this list is not all-inclusive and does not limit use of other funds under this Agreement.

Catalog of Federal Domestic Assistance (CFDA)			
CFDA Number	Agency	Grant Program	Title
20.205	FHWA	all	Highway Planning and Construction
20.505	FTA	5304/5305	Metropolitan Transportation Planning
20.513	FTA	5310	Capital Assistance Program for Elderly Persons and Persons with Disabilities
20.509	FTA	5311	Formula Grants for Other Than Urbanized Areas

7) In accordance with 2 CFR 200.328, METROPLAN shall monitor all activities performed by its staff or by sub-recipients of FHWA and FTA funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met.

8) METROPLAN has primary responsibility for administering FHWA and FTA funds allocated to it as a metropolitan planning organization and ensuring that such funds are expended for eligible costs, purposes, and activities in accordance with 23 CFR 420.113, that are allowable per 2 CFR 200 et seq., as adopted or otherwise modified pursuant to 2 CFR 1201 and that are within the metropolitan planning organization boundaries.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

INCORPORATION OF RECITALS

All of the recitals set forth above are hereby incorporated into this Agreement and form part of the terms and obligations of this Agreement.

RESPONSIBILITY MATRIX for TIMED EVENTS

This RESPONSIBILITY MATRIX FOR TIMED EVENTS is provided to summarize compliance items within the scope and/or terms and conditions in this Agreement that contain deadlines, due dates, or required-by dates; and is intended as a quick reference reminder only. In the event that a deadline, due date, or required-by date is not found within this table or otherwise differs, the scope and/or terms and conditions in this Agreement take precedence.

Due Date	CITY	METRO PLAN	TASK
3/31	X		Complete Annual Audit of prior year & Submit Report
4/1	X		Submit Annual Indirect Cost Plan
4/1	X		Complete LPA DBE System Reporting
Prior to 6/30	X	X	Execute Amendment to Extend Agreement
10/1	X		Complete LPA DBE System Reporting
7 Days	X		Confirm good faith by contractors or determine action required for LPA DBE system discrepancies
7 Days	X		Notify the contractor within 7 days of receiving notice from ADOT BECO that a participating DBE is not meeting a Commercially Useful Function
15 Days	X		Within 15 calendar days after Notice of Procurement Award, enter federally-funded contracts in the LPA DBE System.
15 Days	X		Report payments to prime contractors in the LPA DBE System no later than 15 days after the end of each month
30 Days		X	Issue payment or request for additional support within 30 days of receipt of invoice
30 Days	X		Comply with request for additional invoice support
30 Days	X		DBE Certification of Final Payment Forms submitted within 30 days of subcontractor work completion
90 days of Expiration or Termination of Grant		X	Submit all financial, performance and related reports for the to ADOT
Within 90 days of Annual Notification	X		Sign, Affirm, and Return FTA Certifications and Assurances
Last Day of Each Month	X		Monitor and enforce that contractors enter and report subcontractor payments in the LPA DBE System
Monthly or Quarterly	X		Submit Invoice & Progress Report
Quarterly	X		Submit notice of no activity if applicable
Quarterly	X		Submit federal Disclosure of Lobbying Activity, Standard Form LLL if applicable

Section 1.0 SCOPE OF WORK

(a) Transportation Planning and Design

The CITY will:

1) Prepare and provide all necessary documents for the design of agreed upon Projects; review and approve documents required by METROPLAN and FHWA to qualify certain Projects for and to receive federal funds. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; review right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

2) Administer the Projects, advertise for, receive and open bids, award and enter into a contract(s) with a firm(s) for the completion of the Projects. If the bid amounts exceed the cost estimate, obtain METROPLAN concurrence prior to awarding the contract. Once awarded, invoice METROPLAN for the difference between estimated and actual costs, if applicable. Comply with 2 CFR 200 and include Attachment A Federal terms and conditions in their procurement solicitation and contract.

3) Enter into an agreement with the planning design consultant for Projects.

4) Be responsible for the cost of any City requested changes to the scope of work of Projects in excess of available federal funds; such changes will require METROPLAN and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Projects' delay attributable to the City if such claims exceed available federal funds.

5) Upon notification of Projects completion, agree to accept, maintain and assume full responsibility for Projects in writing.

The SUBRECIPIENT must exercise the State's tribal consultation and coordination protocol. The purpose for this provision is to ensure compliance with "ADOT's Tribal Consultation Policy" (Exhibit F) and Arizona Revised Statute Section 41-2051, Subsection C - Responsibilities of state agencies located at: https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/02051.htm. An ADOT Tribal Transportation Consultation Online Training Course and Handbook are available to the SUBRECIPIENT on the Arizona Tribal Transportation website at: http://www.aztribaltransportation.org/training.asp.

The SUBRECIPIENT shall establish and maintain an entity registration on the federal System for Award Management website: https://www.sam.gov/SAM/. This registration will be used by ADOT to confirm eligibility to receive federal funds.

The CITY shall adhere to relevant requirements from the agreements between METROPLAN and ADOT, as modified from time-to-time, or provide METROPLAN with relevant information, data, or reports to aid in METROPLAN's compliance. The FTA Master Agreement may be located at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements. The FHWA Stewardship Agreement may be located at https://www.fhwa.dot.gov/federalaid/stewardship.

In the event that the CITY determines that it will not follow any requirements established by optional funding sources, METROPLAN shall request an amendment to this agreement to remove that funding source and/or its funded Projects. In the event reimbursements have already been issued from that funding source, 100% of those reimbursements must be returned to METROPLAN at the time of amendment request.

The CITY shall commence, carry on, and complete the agreed upon Projects with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, and all applicable laws, including all applicable transportation planning responsibilities.

The CITY shall submit to METROPLAN such data, reports, records, contracts, and other documents relating to CITY's performance as a SUBRECPIENT, as METROPLAN, ADOT, the current Federal funding legislation, FHWA, and/or FTA may require.

(b) Requirements for Pass-Through

In the event that the CITY passes through funds to another entity, the CITY is responsible for meeting the requirements of 2 CFR 200.331.

Section 2.0 BUDGET

METROPLAN will approve the transfer of Federal Highway Administration (FHWA) Surface Transportation Block Grant (STBG) funds to the CITY for the Projects in each fiscal year of this agreement. The federal funds will be used for the planning and design of the Projects. The initial budget for the initial fiscal year, FY 2022-2023, is attached hereto as Schedule 2.0 and incorporated herein by reference. Additions for additional fiscal years' budgets, and additional Projects within any one fiscal year, may be added to this agreement by mutual agreement through one or more amendments or addenda to update Schedule 2.0.

The Parties acknowledge that the final Projects' costs may exceed the initial estimate(s) shown in Schedule 2.0, and in such case, the CITY is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the available federal funds as set forth in Section 1.0. If the final bid amount is less than the initial estimate(s), the difference between the final bid amount and the initial estimate(s) will be de-obligated or otherwise released from the applicable Projects. The CITY acknowledges it remains responsible for and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount in excess of available federal funds as set forth in Section 1.0.

The CITY may not incur any costs for work outlined above or in any subsequent amendments prior to receiving written approval from METROPLAN. Any costs incurred prior to receiving written approval from METROPLAN for State funds shall not be eligible for reimbursement.

Section 3.0 RIGHTS OF REVIEW

As required by 2 CFR 200.337, METROPLAN, ADOT, FHWA, and FTA shall have the right to access and review the work (and approval or concurrence as appropriate), including, but not limited to: all technical reports, and all planning data prepared by the CITY under the terms of this agreement. If METROPLAN, ADOT, FHWA, and/or FTA finds that the work performed fails to comply with any requirement (e.g., work elements or tasks are found to be inconsistent with federal or state regulations or guidelines, or products/services were incorrectly procured), METROPLAN, ADOT, FHWA, and/or FTA may use the enforcement actions contained in 2 CFR 200.339 to remedy the situation and any other appropriate remedies available at law. Right of access lasts as long as the records are retained (2 CFR 200.337(c)).

Section 4.0 ACCOUNTING RECORDS

(a) Establishment and Maintenance of Accounting Records.

The CITY shall implement strong internal controls for accounting and compliance with grant/funding terms and conditions and ensure that its financial management system and any other system used for documentation or compliance is appropriate to implement this agreement. The financial management systems must comply with all the requirements of 2 CFR 200.302.

The CITY shall establish separate Projects Accounts to be maintained within its existing accounting system or set up independently. Such accounts are referred to herein collectively as the Budget. The Budget and supporting documentation as set forth in 2 CFR 200 et seq., shall be made available upon request for examination by METROPLAN, ADOT, FHWA, and FTA or the Comptroller General of the United States in accordance with the requirements of 2 CFR 200.337. Documentation shall be collected and stored as designated in 2 CFR 200.336; whenever practicable, in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements.

(b) Funds Received or Made Available for the Projects

Pursuant to the requirements of 2 CFR 200.307, the CITY shall record in the Projects Account all payments received by it from METROPLAN pursuant to this article and all other funds provided for, accruing to, or otherwise received from and through MetroPlan.

(c) Costs Incurred for the Projects

The CITY shall charge to each Projects Account all eligible costs of this agreement. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of METROPLAN shall not be considered eligible costs. Determination of eligible costs shall be in accordance with the requirements of 2 CFR 200.402 through 2 CFR 200.414 and 2 CFR 200.420 through 2 CFR 200.476.

(d) Documentation of Projects Costs

All costs charged to the Projects including any approved services contributed by the CITY or others, shall be supported as required by 2 CFR 200.302 (b)(3) and 2 CFR 200 et seq.

(e) Documentation of Matching Funds

Match is defined as monies from non-federally funded sources used for matching or cost sharing requirements as defined and allowed under 2 CFR 200.306 and 2 CFR 200 Subpart E. Most federally-funded programs cannot use federal funds to provide match but certain exceptions exist to that stipulation. The CITY is responsible for ensuring that match is obtained from sources eligible for the relevant funding source on each Projects. The CITY shall maintain records of verifiable matching funds and verifiable third party in-kind contributions as required by 2 CFR 200.306 and 2 CFR 200.302. Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees or cost-type contractors. These records must explain and demonstrate how the value placed on each third party in-kind contribution was derived.

(f) Checks, Orders, and Vouchers

Any check or order drawn by the CITY with respect to any item which is or will be chargeable against the Projects will be drawn only in accordance with a properly signed voucher then on file with the CITY stating in proper detail the purpose for which such check or order is drawn. Signed vouchers shall incorporate the certification requirements pursuant to 2 CFR 200.415. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents, and shall be maintained for at least 5 years after final payment.

(g) Indirect Costs

If the CITY desires to be reimbursed for indirect costs, the CITY must prepare an indirect cost rate proposal and related documentation to support those costs. A governmental department or agency unit that receives more than $35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. If the CITY does not receive more than $35 million in direct Federal funding, the CITY must develop an indirect cost proposal in accordance with the requirements of 2 CFR 200 Appendix VII and maintain the proposal and related supporting documentation for audit pursuant to 2 CFR 200.333 and submit the proposal to the cognizant agency for indirect costs if required by the cognizant agency to do so.

Pursuant to 2 CFR 200 Appendix VII.D.1.d, indirect cost proposals must be developed (and, when required, submitted) within six months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs. If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

Section 5.0 AUDIT

The administration of resources awarded by METROPLAN to the CITY may be subject to audits and/or monitoring by METROPLAN and ADOT, as described in this section.

(a) Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F, et seq., monitoring procedures may include, but not be limited to, on-site visits by METROPLAN staff or designees, limited scope audits as defined by 2 CFR 200 et seq. and/or other procedures. By entering into this Agreement, the CITY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by METROPLAN. In the event METROPLAN determines that a limited scope audit of the CITY is appropriate, the CITY agrees to comply with any additional instructions provided by METROPLAN staff to the CITY regarding such audit. The CITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by ADOT, including ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG), and ADOT's Financial Management Services.

It is the responsibility of the CITY to monitor their sub-recipients.

(b) Federally funded

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in 2 CFR 200 Subpart F, et seq.,) are to have audits done annually using the following criteria:

1) In the event that the CITY or their sub-recipient expends $750,000 or more in Federal awards in its fiscal year, the CITY and the sub-recipient must have a Single Audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq. Any

non-Federal entity that expends less than $750,000 in Federal awards during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503: Relation to Other Audit Requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, the State, ADOT, and the Government Accountability Office (GAO). In determining the Federal awards expended in its fiscal year, the CITY and sub-recipient shall consider all sources of Federal awards, including Federal resources received from ADOT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200, et seq. An audit of the CITY conducted by the Arizona Auditor General or an independent auditor in accordance with the provisions 2 CFR 200 Subpart F, et seq. will meet the requirements of this part.

2) In connection with the audit requirements, the CITY shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508, et seq.

3) If the CITY expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., is not required. However, if the CITY elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F, et seq., the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from CITY resources obtained from other than Federal entities).

4) If the CITY is exempt from the Federal audit requirements, pursuant to 2 CFR 200.501(d), records must be available for review or audit by appropriate officials and an annual financial report must be submitted to ADOT MPD Finance

5) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency

6) In compliance with 2 CFR 200.512(a), et seq. the audit shall be completed, and the report must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

(c) Other audit requirements

The CITY shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action, a timetable for resolution, and current status of the audit findings are required to be submitted to METROPLAN. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to METROPLAN.

If the CITY fails to take corrective action, METROPLAN will make a determination to:

1) make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the CITY of disallowed costs, or

2) take other action as determined appropriate.

If the CITY has not completed corrective action, a timetable for follow-up should be provided.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved in accordance with the section titled *REQUISITIONS AND PAYMENTS: Billing Limitation and Closeout* of this Agreement. Access to records and audit work papers shall be given to METROPLAN, ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

(d) Report submission

1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200 Subpart F, et seq., and required by this section titled AUDIT and/or the section titled REQUISITIONS AND PAYMENTS of this Agreement shall be submitted when required by 2 CFR 200 Subpart F, et seq., directly to each of the following:

   a) Rosie.wear@metroplanflg.org

   b) The Federal Audit Clearinghouse (FAC) designated in 2 CFR 200.512 et seq.,, at: https://harvester.census.gov/facweb/.

c) Other Federal agencies and pass-through entities in accordance 2 CFR 200 Subpart F, et seq.

2) Copies of written communication between the CITY and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled *AUDIT* of this Agreement shall be submitted by or on behalf of the CITY directly to:

a) Rosie.wear@metroplanflg.org

b) Any written communication required to be submitted to METROPLAN pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, et seq.

c) CITY, when submitting financial reporting packages to METROPLAN for audits done in accordance with 2 CFR 200 Subpart F, et seq. should indicate the date that the reporting package was delivered in correspondence accompanying the reporting package.

(e) Record Retention

The CITY, along with their sub-recipients, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow METROPLAN, ADOT, FHWA, and FTA or its designee, access to such records upon request. The CITY shall ensure that audit working papers are made available to METROPLAN, ADOT, FHWA, and FTA, or its designee, upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by METROPLAN.

Section 6.0 REQUISITIONS AND PAYMENTS

City obligations:

1) Invoices must be submitted no less than quarterly, by no later than the 20th day of the month. A payment must occur at a minimum each quarter. Support project-appropriate expenses and costs associated with receipts and other suitable and appropriate documentation pursuant to 2 CFR 200 Subpart E – Cost Principles, 2 CFR 200 et seq., as appropriate. All support documentation must be dated within the Project's fiscal year (except the final closeout invoicing as described in this Agreement) to be considered eligible. The SUBRECIPIENT may not incur any costs for work outlined in any amendment prior to receiving approval of that amendment. Any costs incurred prior to receiving such written document shall not be eligible for reimbursement in accordance with 2 CFR 200.458

2) Reimbursement requests must include a system-generated ledger report(s) that includes proof of payment (such as check number and date paid). Except for travel receipts and payments to contractors, detailed support documentation shall be maintained by the SUBRECIPIENT and shall not be submitted to METROPLAN unless and until requested.

3) Be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its sub-recipients. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq., as appropriate, and be accompanied by reporting of work accomplished by the CITY as described in the narrative progress report.

The narrative progress report shall describe the work and products accomplished which adequately justify and support the payment requested;

Projects Summary. A tabular summary must be submitted with the Progress Report that lists all projects showing the budget of that item, every funding source contributing toward completing that item, the amounts billed to date, the total remaining work element/project balance, and the percent billed. Refer to Exhibit A examples. This report is intended to demonstrate the progress of a project across all funding sources provided by METROPLAN.

4) If no costs were incurred in the quarter, submit a statement to the METROPLAN so indicating but be aware that projects deemed inactive or not showing any forward progress may be in jeopardy of losing funding pursuant to federal rules and/or ADOT policy.

5) Comply with all applicable provisions of this Agreement.

6) **Certifications Required**: As required pursuant to 2 CFR 200.415 to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the CITY, which reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

7) **Financial Management**: The CITY's financial management systems must comply with all the requirements of 2 CFR 200.302.

METROPLAN Obligations

Subject to other provisions hereof, METROPLAN will approve and honor such requisitions in amounts deemed proper in accordance with 2 CFR 200 et seq. to ensure the implementation of this agreement and will reimburse eligible costs thereof in accordance herewith.

In accordance with 23 U.S.C. 104 and specific guidance from ADOT, FHWA and FTA, METROPLAN will reimburse the CITY for actual expenses incurred by the CITY. Requests for payment shall include documentation of expenditures as required by 2 CFR 200 et seq., and METROPLAN, as appropriate, and be accompanied by reporting of work accomplished by the CITY as described in the narrative progress report.

METROPLAN will reimburse the CITY no later than 30 days from receipt of the request for reimbursement from the CITY. If METROPLAN believes the CITY did not provide adequate supporting documentation for reimbursement claims, METROPLAN will request resubmission by the CITY.

Notwithstanding any other provision of this section, METROPLAN may, by providing written notice, elect not to make a payment in the event of

1) Misrepresentation: The CITY made a misrepresentation of a material nature r in or with respect to any document or data furnished therewith or pursuant hereto

2) Litigation: There is then pending litigation with respect to the CITY's performance of any of its duties or obligations which may jeopardize or adversely affect this Agreement, or payments to the CITY

3) Conflict of Interests: The CITY has violated any of the conflict of interest provisions of this Agreement.

(d) Disallowed Costs

In determining the amount of the payment, METROPLAN will exclude all costs incurred by the CITY prior to the effective date of this Agreement and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by METROPLAN.

It is agreed by the CITY that where official audits or reviews disclose that the CITY has been reimbursed by METROPLAN for ineligible work, under applicable federal and state regulations, that the value of such ineligible items will be deducted by METROPLAN from subsequent reimbursement requests following determination of ineligibility Upon receipt of a notice of ineligible items the CITY may present evidence supporting the propriety of the questioned reimbursements. Such evidence will be evaluated by METROPLAN, and the CITY will be given final notification of the amounts, if any, to be deducted from subsequent reimbursement requests.

In addition, the CITY agrees to promptly reimburse METROPLAN within 30 days for any and all amounts for which METROPLAN has made payment to the CITY if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the CITY. This includes omission or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency, ADOT, or METROPLAN.

The CITY agrees that METROPLAN may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the CITY is not received by METROPLAN after the 30th day from the written notice from METROPLAN. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by METROPLAN.

(e) Availability of Funds

Every payment obligation of METROPLAN under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by METROPLAN at the end of the period for which the funds are available. No liability shall accrue to METROPLAN in the event this provision is exercised, and METROPLAN shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 7.0 PROCUREMENT, FIXED ASSETS, TRAVEL

(a) Procurement Policy

Pursuant to the authority granted in 2 CFR 1201.317 for States to determine the policies and procedures for sub-recipients of the State to follow when procuring property and services under a Federal award, ADOT, and thereby METROPLAN, herein establishes this procurement rule:

1) If the sub-recipient is a local public agency or political subdivision of this state and has adopted the State Procurement Code pursuant to A.R.S. 41-2501, the sub-recipient shall follow the State Procurement Code except and unless a federal rule applicable pursuant to the rules for the funding or federal program is more restrictive, then the federal requirement shall apply.

   All other sub-recipients shall follow 2 CFR 200.317 through 200.326 as applicable, Appendix II to Part 200, other CFR references provided in 2 CFR part 200 et seq, except and unless a federal rule applicable pursuant to the rules for the funding or federal program is more restrictive, then the federal requirement shall apply.

The CITY certifies that all procurement related to this Agreement shall include a fully executed contract with its vendor prior to incurring expenditures for that procurement and shall comply with all applicable federal, state, local, and tribal regulations.

Each procurement must reference the DBE System "contract/project number" designated for the AZUTRACS "bidder's list" purposes that were established in advance with the submission of the WP. When new procurements using funding under this Agreement are needed, email MPDCONTRACTS@AZDOT.GOV to request the new "contract/project number" to be used in AZUTRACS goal assessment requests and bidder's lists. Post award, each procurement shall be entered into the DBE system (DOORS) using that designated "contract/project number".

In addition to other clauses required throughout this Agreement or by State law, the CITY shall include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

1) The requirements in 2 CFR 200.326,

2) The requirements in 2 CFR 200 Appendix II,

3) FHWA funded procurements/contracts located at: www.fhwa.dot.gov/programadmin/contracts/core02.cfm and www.fhwa.dot.gov/construction/cqit/form1273.cfm and http://www.fhwa.dot.gov/construction/contracts/provisions.cfm, as revised from time to time,

4) FTA funded procurements/contracts: Circular 4220 Third Party Contracting Guidance or its Appendix D, as revised from time to time, available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance. Procurement Pro from National RTAP can be a good resource for the required federal language except that the State DBE and Title VI required language must also be included. Using Procurement Pro does not relieve the sub-recipient from the responsibility of ensuring that all the terms and conditions are complete and in compliance with Federal, State, and Local regulations.

5) Any requirements established by a particular funding type, program, or in funding agency guidelines

6) Provisions for Prompt Payment deadlines. The funding in this Agreement includes reimbursement of expenditures necessary to accomplish the work program. Payment may not rely on receipt of funds from ADOT before paying vendors/contractors/consultants.

7) The requirements in 23 CFR 420.121 (i).

The SUBRECIPIENT certifies that it shall communicate contractual requirements to contractors and sub-contractors and ensure all the requirements of this Agreement are incorporated by means of a contract or other legally binding documents stipulating the contractor and/or sub-contractor's responsibility to comply with this Agreement.

(b) Travel

All travel for the CITY and its Vendors funded through this agreement must comply with the State policies for Travel. In the event the CITY chooses to reimburse vendors or employees at rates higher than those authorized in State travel policy, when submitting travel reimbursement requests, each receipt must indicate the amount excluded from the reimbursement request. The CITY may not request reimbursement for costs not permissible under State policy. All travel may be directly approved by the CITY consistent with and in support of identified work tasks contained within this agreement. Only actual expenses are reimbursable, within maximum reimbursement limits as described and established by the rates for travel: A.R.S. 38-621 through 38-627, Reimbursement for Expenses; State of Arizona Accounting Manual (SAAM), Section 50.65, *Vendor Travel*, Section 50.95 *Reimbursement Rates* available at https://gao.az.gov/publications/saam. The CITY shall also comply with the policies governing individually operated motor vehicles in Section 50.15 of the SAAM. Travel costs paid to vendors or other non-ADOT-employees must always be supported by appropriate documentation and in the case of rental vehicles, the ADOT approved justification form.

(c) Permits

Proper permits must be obtained to conduct business or work on ADOT's right of way when applicable.

Section 8.0 CONTRACTS OF THE CITY

When a contract is written for multiple years and each year's funding is not specified in the written agreement, a two party document (amendment or signed acknowledgement) must be executed by the CITY and its consultant that specifies the next fiscal year's funding approval upon availability of funds.

Section 9.0 PUBLICATIONS

All reports and maps completed as a part of this Agreement, jointly written or produced by the CITY, except copies of such documents made for the exclusive internal use of the CITY, shall include an acknowledgment on the front cover or a title page, or in the case of maps, in the title block, which identifies the cooperative parties.

In addition, in accordance with 23 CFR 420.117(e), all such documents shall contain the following disclaimer statement:

> **"This report was funded in part through grant[s] from the Federal Highway Administration and/or Federal Transit Administration, U.S. Department of Transportation. The contents of this report reflect the views and opinions of the author(s) who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily state or reflect the official views or policies of the U.S. Department of Transportation, the Arizona Department of Transportation, or any other State or Federal Agency. This report does not constitute a standard, specification or regulation".**

Section 10.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The SUBRECIPIENT HEREBY AGREES THAT as a condition to receiving any Federal financial assistance provided by the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, as amended, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and HEREBY GIVES ASSURANCE THAT it will promptly take any measures

necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations. The SUBRECIPIENT shall also incorporate and comply with the terms and conditions established in Appendices A and E.

Title VI/Non-Discrimination Assurances: This Agreement is subject to the provisions of Title VI of the Civil Rights Act and the SUBRECIPIENT is herein notified of such. Additionally, the SUBRECIPIENT shall include the following information in each of its agreements/contracts associated with this agreement.

> *The **Arizona Department of Transportation,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration, **as*** they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration*, may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

Section 11.0 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The SUBRECIPIENT receiving DOT-assisted transportation funds through ADOT must adopt and implement ADOT's DBE Program Plan, ADOT's DBE policy, DBE contract specifications and forms as a condition of receiving federal funds. ADOT Subrecipients/Subgrantees of federal funds must comply with ADOT DBE Plan and may not have a plan independent from ADOT.

The ADOT DBE Program Plan and LPA/SUBRECIPIENT DBE Guidelines are located online at https://azdot.gov/business/business-engagement-and-compliance/dbe-contract-compliance and are herein incorporated by reference.

Non-Discrimination

The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

In compliance with the ADOT DBE Program Plan, the SUBRECIPIENT/SUBGRANTEE shall not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program. The SUBRECIPIENT will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, age, or disability.

The SUBRECIPIENT shall take all necessary actions required under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

By executing this Agreement, the SUBRECIPIENT, agrees to perform the following minimum DBE Program Compliance Required Activities:

FHWA Funded Projects	FTA Funded Projects	Item Number	DBE Program Compliance Required Activities
✔	✔	1	Designate a Disadvantaged Business Enterprise Liaison Officer (DBELO), responsible for adopting and implementing ADOT's DBE Program Plan; acting as the single point of contact for DBE compliance.
✔	✔	2	Adhere to the ADOT DBE Program Plan and concomitant procedures.
✔	✔	3	Follow ADOT's guidelines and procedures, and use the forms developed by ADOT to implement its DBE program.
✔	✔	4	Participate in training conducted by ADOT related to DBE requirements and program regulations
✔	✔	5	Require firms that work on DOT-assisted contracts to register in AZ UTRACS.
✔	✔	6	Encourage small firms to register as an SBC (Small Business Concern) via the AZ UTRACS web portal.
✔	✔	7	Utilize certified DBEs found in the AZ UTRACS web portal.
✔	✔	8	Include the DBE contract goal as provided by ADOT BECO for FHWA-funded (and Race-Neutral Agency Voluntary Participation Goal for FTA-funded) contract bid advertisement, bid package, statement of qualification, request for proposal or other solicitation documents.
✔	✔	9	Include applicable DBE contract specifications as provided by ADOT in all DOT-assisted contract bid advertisements, bid packages, statements of qualification, requests for proposal or other solicitation documents.
✔	✔	10	The SUBRECIPIENT shall confirm good faith by the contractor or determine any action required in response to the contractor submission of a verifiable explanation of the discrepancy in the DBE System as early as practicable but in no case later than seven days after reviewing relevant documentation.
✔	✔	11	No later than 15 calendar days after Notice of Procurement Award to a Vendor/Contractor, the SUBRECIPIENT shall enter in the ADOT Local Public Agencies DBE System, via www.arizonalpa.dbesystem.com the name, contact information, and subcontract amounts for all Contracts with federal funding participation associated with this Grant Agreement.
✔	✔	12	No later than 15 days after the end of each month, the SUBRECIPIENT reports payments to prime contractors within the ADOT Local Public Agencies DBE Reporting System located com.
✔	✔	13	Submit contract data in support of monthly, semi-annual and annual federal reporting submission made by ADOT. Subrecipients/Subgrantees, Certification Acceptance Agencies and LPAs are required to use the ADOT Local Public Agencies DBE System, via www.arizonalpa.dbesystem.com
✔	✔	14	Monitor and ensure that contractors enter and report subcontractor payments by the last day of each month for the previous month in the LPA DBE System and that Prompt Payment of DBEs and other subcontractors are monitored and enforced. Monitoring is accomplished through the LPA audit process and its notifications.
✔	✔	15	Monitor and ensure Contractor compliance with DBE policies and regulations, including with the ADOTs concurrence, deems appropriate, which may include, but is not limited to: - Withholding payments; - Assessing sanctions;

- Liquidated damages; and/or
- Disqualifying the contractor from future bidding on the grounds of being non-responsible.

✔	✔	16	ADOT may conduct project site visits to ensure all DBEs are meeting a Commercially Useful Function (CUF) on each DOT-assisted contract. Any DBE determined to not be performing a commercially useful function will be notified by the SUBRECIPIENT within seven calendar days of the decision. In the event that the DBE appeals the decision to ADOT's Business Engagement and Compliance Office, the decision remains in effect unless and until ADOT BECO reverses or modifies Grantee's decision. ADOT BECO will promptly consider any appeals and notify the contractor of the ADOT BECO findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.
✔	✔	17	Implement monitoring and enforcement mechanisms to enforce the terms of the contract, including application of applicable sanctions, as needed, for payment reporting, prompt payment, DBE termination/substitution and not meeting the DBE contract goal.
✔	✔	18	Follow DBE contract specification to notify ADOT BECO and ADOT PM in writing to secure ADOT BECO's approval prior to any termination, substitution, or reduction of work of a committed DBE firm used to meet the contract goal.
✔	✔	19	Monitor DBE utilization on projects and notifying ADOT BECO as soon as SUBRECIPIENT is aware of a potential issue that may affect DBE commitments made at award.
✔	✔	20	Ensure that all DBE Certification of Final Payment Forms are submitted by contractors within 30 days of subcontractor completing the work and submit a copy to ADOT BECO.
✔	✔	21	Ensure timely contract closeout by ensuring all subcontractor payments are reported in the DBE System, closeout contracts in the LPA DBE reporting system, and complete all mandatory reporting requirements in the LPA DBE system by April 1st and October 1st of each year.
✔	✔	22	Part of the proposal submission during a formal procurement (RFP, IFB, etc.), the SUBRECIPIENT must incorporate receipt of a bidder's list into the responsiveness / susceptible for award determination. FAILURE TO SUBMIT THE REQUIRED BIDDERS/PROPOSERS LIST TO THE GRANTEE PROCUREMENT OFFICE BY THE STATED TIME AND IN THE MANNER HEREIN SPECIFIED SHALL BE CAUSE FOR THE BIDDER BEING DEEMED INELIGIBLE FOR AWARD OF THE CONTRACT.
✔	✔	23	Cooperate with ADOT or DOT audits and site visits for DBE regulation and contract compliance; providing access to procedures; project files; and enabling onsite interviews with contracting, financial, DBE compliance, and project staff.
✔	✔	24	Each contract you sign with a contractor or consultant and each subcontract a prime signs with a subcontractor must include the following assurance:
✔	✔	24.a	*A vendor/contractor/consultant/subcontractor/subconsultant (herein after referred to as "contractor") shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements represents a material breach of this contract, which may result in the termination of this contract or such other remedy as the Grantee, with the Department's concurrence, deems appropriate, which may include, but is not limited to:* · *Withholding payments;* · *Assessing sanctions;* · *Liquidated damages; and/or* · *Disqualifying the contractor from future bidding on the grounds of being non-responsible.*

✔	✔	24.b	*Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.*
✔	✔	24.c	*Each contractor shall designate a full time employee who shall be responsible for the administration of the contractor's DBE program.*
✔	✔	24.d	*Each contractor shall prohibit agreements in which a DBE promises not to provide subcontracting quotations to other bidders.*
✔	✔	24.e	*Subcontract Payment Reporting in the DBE system:*
✔	✔	24.e.1	*The Arizona Department of Transportation (the Department) is required to collect data on DBE and non-DBE participation, including lower tier subcontracts, to report to FHWA and FTA on Federal-aid projects. The contractor is notified that such record keeping is required by the Department for tracking DBE participation on both race neutral and race conscious projects (i.e. projects with and without DBE goals).*
✔	✔	24.e.2	*The contractor shall respond to Subrecipient payment audits reported each month electronically through the Department's web-based payment tracking system (https://adot.dbesystem.com), reporting its payments to all DBEs and non-DBE subcontractors working on the project. In addition, the contractor shall require that all DBE and non-DBE subcontractors shall also respond to its audits and report lower-tier subcontractor payments in the same manner.*
✔	✔	24.e.3	*If, by the DBE system audit deadline, the contractor has not submitted the required report for work performed during the preceding month, or the submitted report failed to include all amounts earned by and paid to all DBEs and non-DBEs, including all lower-tier DBE and non-DBE subcontractors, the Project Manager will work with the ADOT MPD Program Manager to determine if sanctions should be assessed. These liquidated damages shall be in addition to all other reductions or liquidated damages provided for elsewhere in the contract.*
✔	✔	24.f	*The contractor shall include these provisions in all of its subcontracts, and ensure that its subcontractors include these provisions in any lower-tier subcontracts.*
	✔	24.g	Any language provided in this Agreement DBE Section supersedes language provided by ProcurementPro for FTA-funded contracting requirements.
✔		25	Submit all FHWA DOT-assisted contracts to ADOT to be assessed for a DBE goal.
✔		26	Notify the ADOT PM and ADOT Business Engagement and Compliance Office (BECO) in writing immediately following DOT-assisted project a) bid opening of architect & engineering, design, or construction low bidder or b) selected professional services when the contractor and/or consultant indicates on the DBE Assurance Form that the DBE contract goal cannot be met.
✔		27	Submit all Good Faith Effort documentation to ADOT BECO for review and concurrence prior to awarding of DOT-assisted contracts.
✔		28	Collect DBE Affidavits (FHWA-funded contracts only), bidder/proposer list confirmation email and all other ADOT required forms and submit to ADOT BECO in accordance with the applicable FHWA Compliance Checklist MPOs and COGs available at website www.azdot.gov/bec: https://azdot.gov/sites/default/files/2019/09/2017-mpo-checklist-ps-final-2-7.pdf.
✔		29	Ensure the receipt of Bid Verification Notice from ADOT BECO prior to contract award.
✔		30	Prior to final payment on any Project with a designated DBE goal, the SUBRECIPIENT shall determine whether the consultant met the designated DBE goal. Where the goal was not met, the SUBRECIPIENT must forward the written determination document and a copy of the final invoice to the ADOT MPD DBE Liaison and Regional Planner/Project Manager, who will work with the BECO compliance office to determine if a sanction is required. In the event a sanction is required, the SUBRECIPIENT will reduce

the final payment on the Project by the fee, copying the vendor with the sanction notice provided by ADOT.

Section 12.0 DEBARMENT/SUSPENSION

The federal funding in this Agreement is considered a covered transaction under 2 CFR 1200.220 for purposes of debarment and suspension considerations. Thus, both sub-recipient pass-through agreements and agreements for contractors, subcontractors, suppliers, consultants or its agent or representation in any transaction is subject to this requirement. The CITY is prohibited from making any award or permitting any award at any tier to any party which has not established and maintained its entity registration on the federal System for Award Management or one that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs pursuant to 2 CFR 200.212. The CITY agrees to comply and assures the compliance of each third-party contractor and sub-recipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," and 2 CFR 200.212. The SUBRECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System and assure that its subrecipients establish and maintain entity registration on the System for Award Management before entering into any contracts.

Section 13.0 PROHIBITED INTERESTS

Neither the CITY nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with any property included or planned to be included , in which a member, officer, or employee of the CITY either during his tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquired or had acquired prior to the beginning of his or her tenure any such interest, and if such interest is immediately disclosed to the CITY, the CITY may waive the prohibition contained in this paragraph, provided, that any such present member, officer, or employee shall not participate in any action by the CITY or the locality relating to such contract, subcontract, or arrangement. The CITY must disclose any such interest to METROPLAN within five business days of receipt of disclosure.

The CITY shall insert in all contracts entered into in connection with this agreement any property included or planned to be included in this agreement, and shall require its contractors to insert in each of their subcontracts, the following provision:

> **"No member, officer, or employee of the CITY either during his or her tenure or for one year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof."**

The provisions of this paragraph shall not be applicable to any agreement between the CITY and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

Pursuant to 2 CFR 1201.112, the CITY shall disclose in writing any potential conflict of interest to METROPLAN, who shall inform ADOT, thereby the Federal awarding agency in accordance with applicable Federal awarding agency policy.

Section 14.0 GRATUITIES

Employees of the CITY shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with the CITY under this Agreement.

Any person doing business with, or who may do business with the CITY under this Agreement may not make any offer of benefits, gifts, or favors to the CITY employees. Failure on the part of the CITY to adhere to this policy may result in termination of this contract.

Section 15.0 BONUS OR COMMISSIONS

By execution of this Agreement, the CITY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for the financial assistance hereunder.

Section 16.0 CONFLICT AND DISPUTE RESOLUTION PROCESS

The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials: for the CITY – City Attorney and for MetroPlan - the Director or designee.

If resolution is not accomplished, the parties agree to resolve all disputes through arbitration, after exhausting applicable administrative review and if required by applicable law, to the extent required by A.R.S. § 12-1518, except as may be required by other

applicable statutes or regulations (49 C.F.R. 18.43 (5) (b)).

Section 17.0 SUSPENSION OR TERMINATION FOR CONVENIENCE

METROPLAN reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of METROPLAN without penalty or recourse. Upon receipt of the written notice, the CITY shall stop all work, as directed in the notice, notify all sub-recipients of the effective date of the termination and minimize all further costs to METROPLAN. In the event of termination under this paragraph, all documents, data and reports prepared by the CITY under this Agreement shall become the property of and be delivered to METROPLAN upon request. The CITY shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The CITY shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

METROPLAN shall reimburse the CITY for those eligible expenses incurred during the Agreement period which are directly attributable to the completed portion of the work covered by this Agreement, provided that the work has been completed in a manner satisfactory and acceptable to METROPLAN. The CITY shall not incur new obligations for the terminated portion after the effective date of termination.

METROPLAN may seek any remedy available at law for recovery of any funds paid to CITY for any and all amounts for which METROPLAN has made payment to the CITY if such amounts are not directly attributable to the completed portion of the work covered by this Agreement or have been paid to the CITY for work completed after the effective date of the termination.

In addition to the rights reserved in the Agreement, METROPLAN may terminate the Agreement in whole or in part due to the failure of the CITY to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement.

This Agreement may be terminated by either party provided that a termination shall not be effective until 30 days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause.

Section 18.0 FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Section 19.0 INDEMNIFICATION

To the fullest extent permitted by law, the SUBRECIPIENT shall indemnify, defend, and hold harmless METROPLAN, the State of Arizona, ADOT and its officers, officials, agents and employees (hereinafter referred to in this section as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses, including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the SUBRECIPIENT or any of its owners, officers, directors, agents, employees, contractors, or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the SUBRECIPIENT to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by the SUBRECIPIENT from and against any and all claims. It is agreed that the SUBRECIPIENT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the SUBRECIPIENT agrees to waive all rights of subrogation against the State of Arizona, ADOT and its officers, officials, agents and employees for losses arising from the work performed by the SUBRECIPIENT under this Agreement. This indemnity clause shall not apply if the SUBRECIPIENT or its subcontractor(s) is/are an agency, board, commission or University of the State of Arizona.

Section 20.0 INSURANCE REQUIREMENTS

INSURANCE REVIEW:

SUBRECIPIENT must submit the following to MetroPlan.

INSURANCE REQUIREMENTS:

The SUBRECIPIENT and/or any contractor(s) shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the SUBRECIPIENT, its agents, representatives, employees and/or contractors/subcontractors.

The Insurance Requirements herein are minimum requirements for the Agreement and in no way limit the indemnity covenants contained in the Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the SUBRECIPIENT from liabilities that arise out of the performance of work under the Agreement by the SUBRECIPIENT, its agents, representatives, employees and/or contractors/subcontractors, and the SUBRECIPIENT is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE

The SUBRECIPIENT shall provide coverage with limits of liability not less than those stated below. Deductible(s), Self Insurance, and Self-Insured Retention (SIR) amounts are subject to review and approval by ADOT Safety and Risk Management.

Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $2,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

1) The policy shall be endorsed, as required by written agreement, to include the "The State of Arizona, ADOT, and its officers, officials, agents, and employees" shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBRECIPIENT

2) The policy shall contain a waiver of subrogation endorsement in favor of METROPLAN, the State of Arizona, the Department and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBRECIPIENT.

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement.

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

1) The policy shall be endorsed, as required by written agreement, to include the "The State of Arizona, ADOT, and its officers, officials, agents, and employees" to be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBRECIPIENT involving automobiles owned, leased, hired or borrowed by the SUBRECIPIENT.

2) The policy shall contain a waiver of subrogation endorsement in favor of METROPLAN, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBRECIPIENT.

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000

- Disease – Policy Limit $1,000,000

1) The policy shall contain a waiver of subrogation endorsement in favor of METROPLAN, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBRECIPIENT.

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by METROPLAN shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E)

2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

Acceptability of Insurers

The SUBRECIPIENT's insurance, if purchased rather than self-insurance, shall be placed with insurance companies duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance's List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or be duly authorized to transact Workers' Compensation insurance in the State of Arizona . The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the SUBRECIPIENT from potential insurer insolvency.

Verification of Coverage

1) The SUBRECIPIENT shall furnish METROPLAN with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by an authorized representative.

2) All insurance certificates and endorsements are to be received and approved by METROPLAN before work commences under the Agreement.

3) Insurance coverage must be in effect at or prior to commencement of work under the Agreement and must remain in effect for its duration. Failure to maintain the required insurance coverages or provide timely evidence of coverage renewal is a material breach of the Agreement.

Subcontractors

SUBRECIPIENT's Certificate(s) shall include all contractors/subcontractors as insured under its policies or SUBRECIPIENT shall be responsible for ensuring and/or verifying that all contractors/subcontractors have valid and collectable insurance as evidenced by the Certificates of Insurance and endorsements for each contractor/subcontractor. All coverage for contractors/subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the SUBRECIPIENT that its contractors/subcontractors have the required coverage.

Approval

Any modification or variation from the insurance requirements in this Agreement shall be made in consultation with METROPLAN. Such action will not require a formal amendment to this Agreement, but may be made by administrative action.

Exceptions

If the SUBRECIPIENT or contractor(s)/sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above insurance requirements shall apply.

Section 21.0 COPYRIGHT AND PATENT

Indemnification: To the extent permitted by A.R.S. § 41-621 and § 35-154, the CITY shall indemnify and hold harmless METROPLAN and ADOT against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of this Agreement performance or use by METROPLAN or ADOT of materials furnished or work performed under this Agreement. METROPLAN or ADOT shall reasonably notify the CITY of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The State DOTs and their subrecipients may copyright any books, publications, or other copyrightable materials developed in the course of the FHWA planning and research funded project. The FHWA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The State DOTs and their subrecipients are subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, incorporated herein as Exhibit D, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs and their subrecipients must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Section 22.0 ANTI-LOBBYING

The CITY agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11, 23 CFR 630.112(c)(5) , and 49 CFR part 20 and 2 CFR 200.450. The legislation prohibits Federal appropriated funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendments or modification of any Federal contract, grant, loan or cooperative agreement. Certification is required to indicate compliance with 49 CFR 20.100(a). Disclosure must be made on Standard Form LLL, found at https://www.gsa.gov/forms-library/disclosure-lobbying-activities if any non-appropriated funds are used for such activities described herein. All disclosure statements are to be furnished to ADOT.

The CITY agrees to require all lower tier subcontractors who have agreements exceeding $100,000.00 to complete Lobbying Certification (Exhibit B) and when appropriate, the Disclosure of Lobbying Activities (Exhibit C).

Section 23.0 ENERGY CONSERVATION

The CITY is required to comply with mandatory standards and policies, as applicable relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

Section 24.0 ENVIRONMENTAL PROTECTION

The CITY is required to comply 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) which prohibit the use under non-exempt Federal contracts, grant or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to FHWA, FTA, and to the U.S.E.P.A. Assistant Administrator Enforcement (EN-329).

Section 25.0 DRUG FREE WORKPLACE

The CITY agrees to comply with laws governing a drug and alcohol-free workplace in compliance with the Federal Drug-Free Workplace Act of 1988 and 23 CFR 630.112(c)(3).

Section 26.0 TRANSPARENCY ACT

As a sub-recipient of federal funds through METROPLAN, the CITY warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, and in the method specified by METROPLAN, the CITY will provide information that is requested by METROPLAN to enable METROPLAN to comply with the requirements of the Act, as may be applicable.

Section 27.0 FTA CERTIFICATIONS AND ASSURANCES

Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs.

On an annual basis, any agency with an active FTA capital or formula project must provide an affirmation by SUB-RECIPIENTs attorney pertaining to the SUB-RECIPIENTs legal capacity. The SUB-RECIPIENT must agree to comply with all categories applicable to ADOT, who is considered to be the APPLICANT and SUB-RECIPIENT of the funds by FTA, regardless of current applicability of the initial award under this Agreement. This is to ensure that should the category become applicable during the life of the Agreement, the SUB-RECIPIENT will comply. The FTA Certifications and Assurances will be provided to the SUB-RECIPIENT under separate packet as they are released by FTA and subsequent to ADOT electronic agreement. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

The Parties understand and agree that not every provision of the Certifications and Assurances will apply to every Applicant or each of the Projects. The type of project and SUB-RECIPIENT will determine which Certifications and Assurances apply.

SUBRECIPIENT also understands and agrees that these Certifications and Assurances are pre-award requirements, generally required by Federal law or regulation, and do not include all Federal requirements that may apply.

SUB-RECIPIENT is ultimately responsible for compliance with the Certifications and Assurances that apply to itself or its Projects, even if a Sub-recipient or other Third Party Participant may be involved in your Projects, except as FTA determines otherwise in writing. For this reason, we strongly encourage SUB-RECIPIENT to take the appropriate measures, including, but not limited to, obtaining sufficient documentation from each Sub-recipient and other Third Party Participant to assure the validity of applicable Certifications and Assurances.

SUB-RECIPIENT understands and agrees that when applying for funding on behalf of a consortium, joint venture, partnership, or team, SUB-RECIPIENT must identify the activities each member will perform and the extent to which each member of that consortium, joint venture, partnership, or team will be responsible for compliance with the Certifications and Assurances, except as FTA determines otherwise in writing.

The FTA Certification and Assurances required of ADOT and its SUB-RECIPIENTS are issued annually subsequent to ADOT signing the same. They are available for viewing in the e-Grant system and on the FTA website and are incorporated herein by reference. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive FTA funding through ADOT and does not relieve the SUB-RECIPIENT of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances.

Section 28.0 INCORPORATION OF FEDERAL TERMS

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to each of the Projects funded by FTA. Any requirements of the Stewardship Agreement with FHWA apply to each of the Projects funded by FHWA. This provision shall be incorporated in any sub-recipient, sub-contractor, or lower-tier agreement for which funds from this Agreement shall be used for payment.

In addition to other clauses required throughout this Agreement or by State law, the SUBRECIPIENT will include applicable contract provisions in every third-party contract / purchase order using federal funding summarized (but not limited to) the following:

a) The requirements in 2 CFR 200.326,

b) The requirements in 2 CFR 200 Appendix II,

c) The requirements in 2 CFR 1201,

d) FTA funded procurements/contracts: Circular 4220.1- – Third Party Contracting Guidance or its Appendix D, as revised from time to time,

e) Any requirements established by a particular funding stream, program, funding agency guideline, or established by ADOT.

Section 29.0 MISCELLANEOUS PROVISIONS

1) This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. It is the SUBRECIPIENTs responsibility to ensure that any Agreement between SUBRECIPIENT and its CONTRACTORs for use of grant funds shall incorporate the provisions contained herein.

   The CITY and METROPLAN shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in the Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement. METROPLAN shall endeavor to ensure the CITY is notified and made aware of such applicable laws and procedures.

   This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest.

   In accordance with Arizona Revised Statutes Section 11-952 (D), incorporated herein by reference, 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.

   Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

   Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the Party to the extent that such information is confidential by law.

2) To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

3) The CITY assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), (Public Law No. 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act including 28 CFR parts 35-36, and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

4) **Israel Boycott Not Permitted**: The SUBRECIPIENT warrants that it is not engaged in a boycott of Israel as defined in A.R.S. 35-393 et seq.

5) The **RESPONSIBILITY MATRIX FOR TIMED EVENTS** page(s) is herein incorporated as a part of this Agreement.

6) The Subrecipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or any other agency, or insurance proceeds for any portion of activity approved for funding under its Agreement, the Subrecipient shall provide written notification to ADOT, and reimburse ADOT for any share that duplicates funding provided by any agency or insurance company.

As the Recipient of any federal portion of funding under its Agreement, ADOT is responsible for refunding the awarding federal agency as applicable.

7) All notices or demands upon any party relating to this Agreement shall be in writing and delivered as instructed. If delivery method not instructed herein, acceptable methods shall be: delivered in person, sent by electronic mail (e-mail), or sent by U.S. Mail addressed as follows:

To the CITY at:	To METROPLAN at:
City of Flagstaff Grants and Contracts Manager 211 West Aspen Avenue Flagstaff, Arizona 86001 (928) 213-2227	**FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION** 6 E. Aspen Avenue, Suite 200, Flagstaff, Arizona 86001 (928) 266-1293

Section 30.0 AGREEMENT PERIOD, MODIFICATIONS, EXTENSION, AND AUTHORITY

1) The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and the Parties are authorized by law to engage in the cooperative action set forth herein.

This Agreement shall become effective upon its execution by all Parties hereto and shall remain in force and effect through June 30, 2024 unless amended, terminated, cancelled or extended as otherwise provided herein. By mutual written amendment, this Agreement may be extended annually for up to a maximum of four years. METROPLAN reserves the right to unilaterally extend the period for thirty-one (31) days beyond the stated expiration date without obtaining acknowledgement or signature from the SUBRECIPIENT and the SUBRECIPIENT shall be bound by any such extensions.

2) This Agreement shall be modified or extended only through a written amendment within the scope of the Agreement. This includes addenda to specify additional projects or details that will become part of the collective Projects. Additionally, the authorized representative(s) are also required to sign such amendments as deemed necessary by both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION	**CITY OF FLAGSTAFF**
By	By
Date	**Date**

ATTEST

FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION	**CITY OF FLAGSTAFF – CITY CLERK**
By	By
Date	**Date**

APPROVAL OF AGREEMENT

I have reviewed the above referenced Agreement, BETWEEN the CITY OF FLAGSTAFF and FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION under the laws of the State of Arizona. No opinion is expressed as to the authority of the CITY OF FLAGSTAFF to enter into this agreement.

DATED _____

Attorney for FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION
MANGUM, WALL, STOOPS & WARDEN, PLLC

APPROVAL OF AGREEMENT

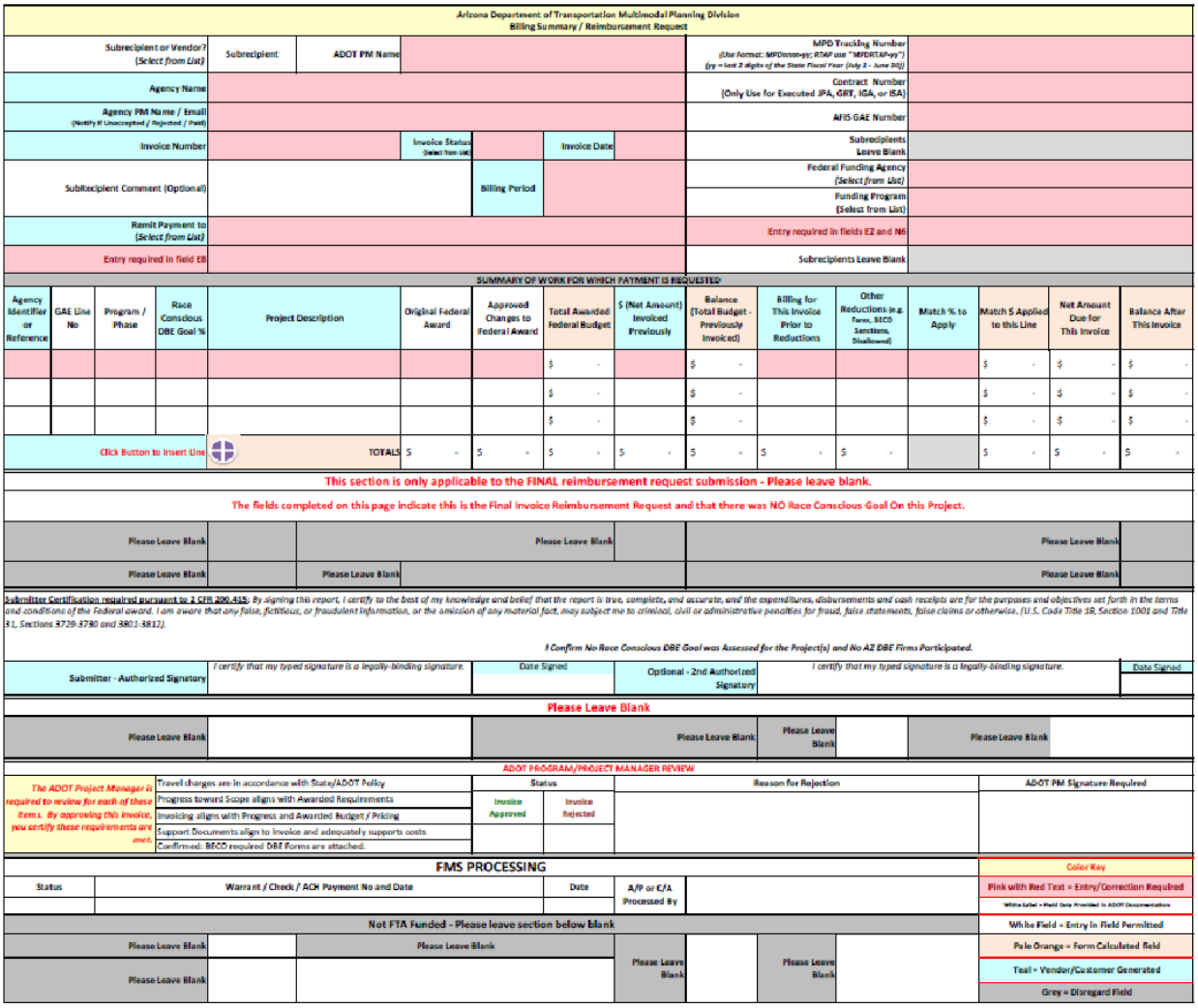
I have reviewed the above referenced Agreement, BETWEEN the CITY OF FLAGSTAFF and FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION, and declare this agreement to be in proper form and within the powers and authority granted to THE CITY OF FLAGSTAFF under the laws of the State of Arizona. No opinion is expressed as to the authority of the FLAGSTAFF METROPOLITAN PLANNING ORGANIZATION to enter into this agreement.

DATED _____

Attorney for CITY OF FLAGSTAFF

EXHIBIT A
Billing Summary / Reimbursement Request

The format provided herein is in effect for the duration of this Agreement unless and until METROPLAN issues a thirty (30) day written notice of change. An amendment to this Agreement is not required for changes to this format.



Arizona Department of Transportation Multimodal Planning Division
Billing Summary / Reimbursement Request

Subrecipient or Vendor? (Select from List)	Subrecipient	ADOT PM Name		MPD Tracking Number (Use format: MPDnnnn-yy; RTAP use "MPDRTAP-yy") (yy = last 2 digits of the State Fiscal Year (July 1 - June 30))	
Agency Name				Contract Number (Only Use for Executed JPA, GRT, IGA, or ISA)	
Agency PM Name / Email (Notify if Unaccepted / Rejected / Paid)				AFIS GAE Number	
Invoice Number		Invoice Status (Select from List)		Invoice Date	
SubRecipient Comment (Optional)		Billing Period		Subrecipients Leave Blank	
				Federal Funding Agency (Select from List)	
				Funding Program (Select from List)	
Remit Payment to (Select from List)				Entry required in fields E2 and N6	
Entry required in field E8				Subrecipients Leave Blank	

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Agency Identifier or Reference	GAE Line No	Program / Phase	Race Conscious DBE Goal %	Project Description	Original Federal Award	Approved Changes to Federal Award	Total Awarded Federal Budget	$ (Net Amount) Invoiced Previously	Balance (Total Budget - Previously Invoiced)	Billing for This Invoice Prior to Reductions	Other Reductions (e.g. Taxes, SECO Sanctions, Disallowed)	Match % to Apply	Match $ Applied to this Line	Net Amount Due for This Invoice	Balance After This Invoice
							$ -		$ -				$ -	$ -	$ -
							$ -		$ -				$ -	$ -	$ -
							$ -		$ -				$ -	$ -	$ -
Click Button to Insert Line				TOTALS	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -

This section is only applicable to the FINAL reimbursement request submission - Please leave blank.

The fields completed on this page indicate this is the Final Invoice Reimbursement Request and that there was NO Race Conscious Goal On this Project.

Please Leave Blank		Please Leave Blank		Please Leave Blank	
Please Leave Blank		Please Leave Blank		Please Leave Blank	

Submitter Certification required pursuant to 2 CFR 200.415: *By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

I Confirm No Race Conscious DBE Goal was Assessed for the Project(s) and No AZ DBE Firms Participated.

Submitter - Authorized Signatory	I certify that my typed signature is a legally-binding signature.	Date Signed	Optional - 2nd Authorized Signatory	I certify that my typed signature is a legally-binding signature.	Date Signed

Please Leave Blank

Please Leave Blank		Please Leave Blank		Please Leave Blank		Please Leave Blank	

ADOT PROGRAM/PROJECT MANAGER REVIEW

The ADOT Project Manager is required to review for each of these items. By approving this invoice, you certify these requirements are met:	Status: Invoice Approved	Status: Invoice Rejected	Reason for Rejection	ADOT PM Signature Required
Travel charges are in accordance with State/ADOT Policy				
Progress toward Scope aligns with Awarded Requirements				
Invoicing aligns with Progress and Awarded Budget / Pricing				
Support Documents align to Invoice and adequately supports costs				
Confirmed: BECO required DBE Forms are attached.				

FMS PROCESSING

Status	Warrant / Check / ACH Payment No and Date	Date	A/P or C/A Processed By	

Not FTA Funded - Please leave section below blank

Please Leave Blank		Please Leave Blank	Please Leave Blank		Please Leave Blank
Please Leave Blank					

Color Key

- Pink with Red Text = Entry/Correction Required
- White Label = Field Data Provided in ADOT Documentations
- White Field = Entry in Field Permitted
- Pale Orange = Form Calculated field
- Teal = Vendor/Customer Generated
- Grey = Disregard Field

EXHIBIT B

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
Pursuant to 49 CFR 20, Subpart F, Appendix A

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

SIGNATURE DATE

_____

TITLE

Please indicate here if you are required to submit Standard Form LLL as required in item (2) above: ☐ **Yes** ☐ **No**

EXHIBIT C

Form found at https://www.gsa.gov/forms-library/disclosure-lobbying-activities

APPENDIX B TO PART 20—DISCLOSURE FORM TO REPORT LOBBYING

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. **Type of Federal Action:** ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. **Status of Federal Action:** ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. **Report Type:** ☐ a. initial filing ☐ b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. **Name and Address of Reporting Entity:** ☐ Prime ☐ Subawardee Tier _____, *if known:* **Congressional District,** *if known:*	5. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District,** *if known:*	
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, *if applicable:* _____	
8. **Federal Action Number,** *if known:*	9. **Award Amount,** *if known:* $	
10. a. **Name and Address of Lobbying Entity** *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)		
11. **Amount of Payment** *(check all that apply):* $ _____ ☐ actual ☐ planned	13. **Type of Payment** *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. **Form of Payment** *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. **Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:** (attach Continuation Sheet(s) SF-LLL-A, *if necessary*)		
15. **Continuation Sheet(s) SF-LLL-A attached:** ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB 0348-0046

Reporting Entity: _____ **Page** _____ **of** _____

Authorized for Local Reproduction
Standard Form – LLL-A

Exhibit D
Standard Patent Rights

Required Pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include

information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor

determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

ADOT

ARIZONA DEPARTMENT OF TRANSPORTATION
POLICIES AND PROCEDURES

MGT-16.01 DEPARTMENT-WIDE NATIVE NATION/ TRIBAL GOVERNMENT CONSULTATION POLICY

Effective: July 23, 2019 | Review: July 23, 2021
Supersedes: MGT-16.01 (09/14/2016) | Transmittal: 2019 – July
Responsible Office: Director's Office (602) 712-7227 | Page 1 of 5

1.01 PURPOSE

This policy establishes guidance for the Arizona Department of Transportation's (ADOT) relationship with Native Nations/Tribal Governments in the State of Arizona.

1.02 SCOPE

This policy is intended to guide ADOT personnel when interacting with the Native Nations/Tribal Governments in Arizona. To support the implementation of this policy, an online training course titled, ADOT Tribal Transportation Consultation Training and accompanying Handbook is available from the ADOT Learning Center Online Training page.

1.03 AUTHORITY

A.R.S § 28-332(A)

Executive Order 13175

Executive Order 2006-14

United States Department of Transportation (US DOT) Order 5301.1

18 U.S.C. § 1151

1.04 BACKGROUND

The Arizona Department of Transportation (ADOT) is a multimodal transportation agency that is responsible for planning, building and operating the state highway system and the Grand Canyon Airport. Within the State, multimodal transportation systems cross numerous jurisdictional boundaries. In particular, approximately 1,237 centerline miles of the state highway system traverse Native Nation/Tribal lands along with 18 airports maintained by the Native Nations/Tribal Governments. There are 22 Native Nations/Tribal Governments that have jurisdiction over approximately 28% of the land base within Arizona. Thus, the State is committed to work together with the Native Nations/Tribal Governments for the common purpose of protecting the health, safety and welfare of the traveling public in Arizona through a continuously improving working relationship.

Furthermore, Executive Order 13175 (November 6, 2000 reaffirmed by President Barack Obama November 5, 2009), "Consultation and Coordination with Indian Tribal Governments", the United States Department of Transportation (US DOT) Order 5301.1 (November 16, 1999), "Department of Transportation Programs, Policies and Procedures Affecting American Indians, Alaska Natives and Tribes" and the Arizona Governor's Executive Order 2006-14 (September 14, 2006), "Consultation and Cooperation with Arizona Tribes" all require state departments of transportation to consult, cooperate and coordinate with Native Nations/Tribal Governments in statewide and metropolitan transportation planning processes. This is in addition to addressing environmental, cultural, historic, natural and human resource issues during the implementation of transportation programs and construction projects impacting Native Nations/Tribal reservations and aboriginal lands within the State boundaries. Consequently, the State is committed to consult, cooperate and coordinate with the Native Nations/Tribal Governments on the implementation of their respective multi-modal transportation mission and goals.

1.05 DEFINITIONS

Airport Development Grant	A written agreement between parties allowing certain approved airport improvement costs to be reimbursed by ADOT at a given rate of participation.
Consultation	Meaningful and timely discussion in an understandable language with tribal governments during the development of regulations, policies, programs, plans or matters that significantly or uniquely affect federally recognized American Indian tribes and their governments.
Cooperation	Working together in carrying out decision making activities to achieve a common goal or objective.
Coordination	Cooperative actions among agencies and entities to integrate activities, responsibilities, and control to ensure resources of all parties are used as efficiently as possible.
Intergovernmental Agreement (IGA)	An agreement between political subdivisions including cities, counties, tribes or any other governmental agency or political subdivision. Includes interagency agreements, i.e., agreements between agencies or departments of the State.

Joint Project Agreement (JPA)	An agreement between parties for the joint exercise of powers to accomplish a task. A Joint Project Agreement is a type of intergovernmental agreement (IGA).
Memorandum of Agreement (MOA)/ Memorandum of Understanding (MOU)	A written agreement between parties to cooperatively work together on an agreed upon project or meet an agreed upon objective. The purpose is to have a written understanding of the agreement between parties.
Native Nations/Tribal Governments	The 22 Federally recognized Native Nations, Tribal Governments, and Tribal Communities that have jurisdiction over lands located within the boundaries of the State of Arizona. These tribes are acknowledged to exist by the Secretary of the Interior pursuant to the Federally Recognized Indian Tribe List Act of 1994, Public Law 103-454.
State Transportation Improvement Program (STIP)	A statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the state long-range transportation plan, metropolitan transportation plans, and Transportation Improvement Programs (TIPs), and required for a project to be eligible for funding under Title 23 United States Code and Title 49 United States Code, Chapter 53.

1.06 POLICY

ADOT recognizes the sovereign status of Native Nations/Tribal Governments and their jurisdiction over lands within reservation boundaries as defined by Federal law [18 U.S.C. §1151]. ADOT also recognizes its exclusive control and jurisdiction over state highways within reservation boundaries as defined in A.R.S. § 28-332(A). In recognition of Native Nations/Tribal sovereignty, ADOT respects the unique and continuous existence of each Native Nation's/Tribe's government, people, history, culture, codes and laws.

1. ADOT is committed to developing relationships with the Native Nations/Tribes in Arizona, and will respect and consider all transportation concerns. ADOT appreciates and encourages the Native Nations'/Tribal Governments' contribution to the transportation concerns of the State of Arizona.

2. ADOT will neither solicit nor assert any claim to Federal resources that would otherwise be provided directly to Native Nations/Tribes, unless an impacted Native Nation/Tribe gives consent.

3. ADOT will maintain and operate State owned transportation infrastructure within Native Nation/Tribal lands in the best interest of the State while respecting the concerns of the Native Nations/Tribal Governments and their communities.

4. ADOT management, including the director, deputy directors, division directors, district engineers, and other designated staff, will maintain the appropriate working relationships with Native Nation/Tribal Government elected officials and staff to assure the continuous operation of all respective transportation systems.

5. ADOT will consult with Native Nations/Tribal Governments during the transportation planning processes and implementation of the Statewide Transportation Improvement Program (STIP) in accordance with Federal Highway Administration, Federal Transit Administration, and Federal Aviation Administration policies and this policy.

6. ADOT will enter into Intergovernmental Agreements, Joint Project Agreements, Memoranda of Agreement, Memoranda of Understanding or Airport Development Grants when considered mutually appropriate by ADOT and the appropriate Native Nation/Tribal Government.

7. ADOT, while acknowledging funding and jurisdictional limitations, will work with Native Nations/Tribal Governments to identify available resources to jointly or individually fund projects to benefit the State and Native Nation/Tribal communities.

8. ADOT will conduct technical training, when appropriate and as resources allow, and support planning, development, construction, maintenance, and operation of transportation facilities under Native Nation/Tribal jurisdiction.

9. ADOT will engage in partnering efforts, when appropriate and as resources allow, by encouraging and improving understanding and communication with the Native Nations/Tribal Governments.

10. ADOT will encourage mutual understanding of unique cultural and organizational practices among ADOT and the Native Nations/Tribal Governments.

11. ADOT will provide timely opportunities for communication with Native Nations/Tribal Governments about decisions that may affect them. ADOT values reciprocity by Native Nations/Tribal Governments and encourages timely notification on matters that may affect the State.

12. ADOT will share appropriate technical information and data with Native Nations/Tribal Governments in accordance with established ADOT policy. ADOT values reciprocity and

encourages all Native Nations/Tribal Governments to share appropriate technical data with the State in accordance with established Native Nations/Tribal Government policy.

13. ADOT will assist Native Nations/Tribal Governments to implement transportation programs by providing technical assistance, reference tools, sharing data, conducting joint Native Nations/Tribal Government and State projects, and by cooperatively resolving transportation issues to the extent resources allow.

SCHEDULE 2.0

Budget and Project(s) Scope

For the initial Project under this Agreement to be pursued during FY 2022-2023, which is referred to informally by the Parties as the "Downtown Mile", the estimated Project costs are as follows:

Planning and Design:

MetroPlan Federal-aid funds	$ 490,000.00
City Funds (Federally required local match)	$ 29,619
Total	$ 519,619

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ramon Alatorre, Climate and Energy Coordinator

Co-Submitter: Nicole Antonopoulos

Date: 10/10/2022

Meeting Date: 10/18/2022

TITLE

Sustainable Building Resolution Update

STAFF RECOMMENDED ACTION:

This is an informational update on proposed revisions to the Sustainable Building Resolution (Res. 2014-09). Pending Council discussion, this item will return to Council for consideration for adoption on November 1 st, 2022.

EXECUTIVE SUMMARY:

The Sustainable Building Resolution (SBR) was first adopted in 2008 and updated in 2014. Since 2008, the SBR has outlined the organizational standards that the City of Flagstaff will follow when commissioning the construction of a new occupied building or undertaking major renovations of an existing occupied building.

The 2022 revision of the SBR proposes three key updates (enumerated below). These updates will bring the Sustainable Buildings Resolution into greater alignment with the City Council and community priorities of mitigating greenhouse gas emissions, increasing community resilience, and increasing the number of available and affordable housing units. These priorities are reflected in the recent adoption of the Climate Emergency Declaration (Res 2020-09) the Housing Crisis Declaration (Res. No 2020-66) the Flagstaff Carbon Neutrality Plan (Res 2021-34) the 10 Year Housing Plan (Res. No 2022-03) and the Sustainable Building Incentive (PZ-21-00282).

The development of the 2022 SBR revisions was undertaken by an inter-division team of City staff, including the Housing Section, the Real Estate Manager, the Community Development Division Director, the Facilities Section, and the Sustainability Office.

The proposed revisions to the Sustainable Building Resolution incorporate the following key concepts:

1. **Reduced greenhouse gas emissions from buildings:** By updating the building performance standards that the City will adhere to for these projects, the City will ensure that it achieves its goals related to reduced building energy use, clean electricity, and appropriate building electrification.
2. **Supporting community resilience:** By incorporating an expectation that these building projects will include amenities to support vulnerable residents during disruptive weather events or other extreme incidents, the revisions will increase community resilience.
3. **Supporting the increase in the number of available and affordable housing units:** The

revisions outline a process for the event that a City-owned building or property is being vacated that directs the Housing Section to evaluate the property and determine the feasibility of repurposing or developing in a manner that supports increasing the number of available and affordable housing units.

Staff will provide a detailed presentation of the recommended revisions to the Resolution.

INFORMATION:

Connection to Council Goal and/or Regional Plan:

Regional Plan:

- Goal E&C.1. - Proactively improve and maintain the region's air quality.
- Goal E&C.2 - Achieve carbon neutrality for the Flagstaff community by 2030.
- Policy E&C.2.1 - Encourage the reduction of energy and material consumption.
- Policy E&C.2.2. Promote investments that create a connected and efficient community, decrease emissions from
  transportation and building energy, and strengthen climate resiliency.
- Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.
  Policy E&C 2.4. Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.

- Goal E&C.3 - Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.
  - Policy E&C.3.2. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce the community's vulnerability to climate change impacts and reduce the disproportionate impacts on vulnerable communities.
  - Policy E&C.3.5. Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.

Relevant target areas and opportunities for action in the CNP include:

- Community Resilience - Strategy 1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- Community Resilience - Strategy 2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.
- Electric Mobility - Strategy 3: Support residents, businesses and institutions in the transition to electric vehicles.
- Clean Electricity - Strategy 2: Increase renewable energy installations and usage in new buildings.
- Fuel Switching - Strategy 1: Reduce or remove natural gas usage in municipal buildings.
- Reduced Building Energy Use - Strategy 1: Achieve net zero energy City of Flagstaff facilities.

Has there been previous council decision on this:

Yes. The Sustainable Building Resolution was first adopted in 2008 and revised in 2014.

These revisions align the Sustainable Building Resolution with the goals and urgency of:

- The Climate Emergency Declaration (Res 2020-09)
- The Housing Crisis Declaration (Res. No 2020-66)
- The Flagstaff Carbon Neutrality Plan (Res. 2021-34)
- The 10 Year Housing Plan (Res. No 2022-02)
- The Sustainable Building Incentive (PZ-21-00282)

Attachments: Presentation
Redline of Resolution 2014-09

Sustainable Building Resolution Update

October 18, 2022

Ramón Alatorre
Climate Analyst
Flagstaff Sustainability Office

Agenda

1. Short history of the Sustainable Building Resolution (SBR)
2. Need to update the SBR: Policies and Documents guiding the 2022 SBR Revisions
3. Revision process
4. Summary of proposed revisions and additions
5. Discussion and Input

Sustainable Building Resolution

The Sustainable Building Resolution (SBR) is a policy document outlining the performance standards that the City will adhere to as an organization when commissioning the construction of **new occupied** buildings or undertaking **major renovations** of existing occupied buildings.

- The SBR has always set an organizational standard that is beyond code
- Explicitly recognizes and values municipal leadership

History:

- First adopted in 2008
  - Somewhat narrow, only recognized LEED
- Revised in 2014
  - A bit more flexible, introduces a performance pathway

Sustainable Building Resolution

Existing Resolution (Res. No. 2014-09):

WHEREAS,

- "…committed to excellence and leadership in the community…"
- "…desires to lead by example…"
- "…yield savings… improve employee and visitor experience…"

ENACTMENTS:

- "…require that all occupied City-owned new construction and major renovation of new facilities…"
  - LEED (Silver), Green Globes (3 Globes), or Living Building Challenge
  - ASHRAE Pathway (Performance vs. Certification)

Sustainable Building Resolution

Motivation for revisions and updates

- Updating policy documents such as The Sustainable Building Resolution is exactly the kind of action envisioned by the recent adoption of numerous Resolutions and documents:
  - The Climate Emergency Declaration (Res. 2020-09)
  - The Housing Crisis Declaration (Res. No 2020-66)
  - The Flagstaff Carbon Neutrality Plan (Res. 2021-34)
  - The 10-Year Housing Plan (Res. No 2022-02)
  - The Sustainable Building Incentive (PZ-21-00282)

Sustainable Building Resolution

Motivation for revisions and updates

- Updating policy documents such as The Sustainable Building Resolution is exactly the kind of action envisioned by the recent adoption of numerous Resolutions and documents:
  - The Climate Emergency Declaration (Res. 2020-09)
    - "… commits to its own City-wide transition…"
  - The Housing Crisis Declaration (Res. No 2020-66)
    - "…ways City resources (including land, staff and financial resource) can be best utilized to achieve identified goals…"
    - "…commits to its own citywide prioritization of housing efforts…"

Sustainable Building Resolution

Carbon Neutrality Plan Alignment

This amendment furthers many strategies of the Carbon Neutrality Plan (CNP):

Community Resilience

- CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Decreased Dependence on Cars

- DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

Sustainable Building Resolution

Carbon Neutrality Plan Alignment

This amendment furthers many strategies of the Carbon Neutrality Plan (CNP):

Electric Mobility

- EM-3: support residents, businesses and institutions in the transition to electric vehicles.

Clean Electricity

- CE-2: Increase renewable energy installations and usage in new buildings.

Building Fuel Switching

- FS-1: Reduce or remove natural gas usage in municipal buildings.

Reduced Building Energy Use

- BE-1: Achieve net zero energy City of Flagstaff facilities.

Sustainable Building Resolution

Other areas of alignment

10-year Housing Plan (Res. No 2022-02)

- "… to increase the number of available and affordable housing options for Flagstaff residents at all income levels."

Residential Sustainable Building Incentive (PZ-21-00282)

- Highest performance pathway for builders/developers to earn the incentive is "All-electric, Zero Energy Ready."

Sustainable Building Resolution

Revision Process

- A big THANK YOU to staff that made up the SBR “Band” (Steering Committee):
  - Community Development
  - Facilities
  - Housing Section
  - Real Estate
  - Sustainability

- Started organizing in August
  - Multiple in-person meetings and rounds of asynchronous document development

- Sustainability Commission

Sustainable Building Resolution

Goals of the Proposed Revisions

Reduced greenhouse gas emissions from City buildings

- The City seeks to ensure its new buildings support its goals for reduced building energy use, clean electricity, and appropriate building electrification.

Building community resilience

- The City can prepare for a volatile future by ensuring new buildings include amenities to support vulnerable residents during disruptive weather or other extreme events.

Increasing the number of available and affordable housing units

- The City can support housing supply needs by considering properties for repurposing the building or developing in a manner to support housing.

Sustainable Building Resolution

Goals of the Proposed Revisions

Reduced greenhouse gas emissions from City buildings

- The City seeks to ensure its new buildings support its goals for reduced building energy use, clean electricity, and appropriate building electrification.

How:

- Maintains the same minimum certification and/or performance pathways
- **(Add) Appropriate electrification**
- **(Add) Emissions Neutral Operations**

Sustainable Building Resolution

Goals of the Proposed Revisions

Building community resilience

- The City can prepare for a volatile future by ensuring new buildings include amenities to support vulnerable residents during disruptive weather or other extreme events.

How:

- **(Add) Resilience Hub functionality, including but not limited to:**
  - Clean Air Center (smoke events)
  - Cooling Center (heat event)
  - Warming Center (cold events)
  - Refrigeration and back-up power center (power events)
- Note: Many existing municipal buildings could be great Resilience Hub candidates, but not covered by SBR due to focus on “new” and “major renovation”

Sustainable Building Resolution

Goals of the Proposed Revisions

Increasing the number of available and affordable housing units

- The City can support housing supply needs by considering properties for repurposing the building or developing in a manner to support housing.

How:

- **(Add) Describes an end of occupancy process that directs the Housing Section to evaluate the property and determine the feasibility of repurposing or developing in a manner that supports increasing the number of available and affordable housing units, including but not limited to:**
  - Converting to municipally operated affordable housing
  - Seeking public-private partnerships
  - Exploring shared equity models

Sustainable Building Resolution

Next: Returning November 1st for adoption

We welcome your questions, comments, and suggestions

HOW TO READ THIS DOCUMENT

Unless otherwise stated, provisions that are being deleted are shown in red strikethrough text, like this: ~~Provisions that are being deleted are shown with in red strikethroughs text.~~

Provisions that are being added are shown in bold blue text, like this: Provisions that are being added are shown in blue text.

RESOLUTION NO. 2014-0922-XX

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, REQUIRING THAT NEW CONSTRUCTION AND MAJOR RENOVATION OF ALL CITY-OWNED, NON-HOUSING SECTION, OCCUPIED FACILITIES ACHIEVE EMISSIONS-NEUTRAL OPERATIONS, AND THAT THESE SAME FACILITIES SHALL BE DESIGNED TO SUPPORT ONE OR MORE FUNCTIONS OF A "COMMUNITY RESILIENCE HUB" TO SUPPORT VULNERABLE COMMUNITY MEMBERS DURING DISRUPTIVE EVENTS, AND THAT IN THE EVENT THAT A CITY-OWNED BUILDING OR PROPERTY IS BEING VACATED BY THE CITY, THAT THE HOUSING SECTION FIRST HAVE THE OPPORTUNITY TO EVALUATE THE PROPERTY AND DETERMINE THE FEASIBILITY OF REPURPOSING OR DEVELOPING IN A MANNER THAT SUPPORTING INCREASING THE NUMBER OF AVAILABLE AND AFFORDABLE HOUSING UNITS, AND REPEALING RESOLUTION NO. 2014-09 REQUIRING~~ED ~~THAT THE CITY INCORPORATE SUSTAINABLE BUILDING PRACTICES INTO THE DESIGN, CONSTRUCTION, AND OPERATION OF ALL CITY-OWNED FACILITIES AND REPEALING RESOLUTION NO. 2008-32, WHICH REQUIRED ALL NEW CITY BUILDINGS TO BE CONSTRUCTED USING THE U.S. GREEN BUILDING COUNCIL-SPONSORED PRINCIPLES OF LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN~~

RECITALS:

WHEREAS, the City of Flagstaff ("City") is committed to excellence and leadership in the community; and

WHEREAS, the City desires to lead by example through implementing building practices that protect natural resources; prevent waste, reduce consumption, and promote human health and well-being; and

WHEREAS, incorporating sustainable building practices can yield savings by efficiently managing energy, water, waste and stormwater, while improving the employee and visitor experience; and

WHEREAS, the Mayor and City Council of the City of Flagstaff have adopted the Climate Emergency Declaration (Res. No 2020-09) and the Carbon Neutrality Plan (Res. No 2021-34) which commits to its own City-wide transition and supporting our vulnerable community members during disruptive weather events or extreme incidents which due to climate change are anticipated to continue occurring with increasing frequency; and

WHEREAS, the most stringent energy efficiency standard that satisfies the Sustainable Building Incentive (PZ-21-00282) requires that the new building(s) be an all-electric, Zero Energy Building; and

WHEREAS, a building with emissions-neutral operations is a building that is highly efficient and either a) uses only renewable energy for its operation on an annualized average basis (this may include either onsite or offsite generated renewable energy) or b) produces and supplies onsite renewable energy in an amount equivalent to the magnitude of non-renewable energy consumed for its operations; and

WHEREAS, the Mayor and City Council of the City of Flagstaff wish to declare that all occupied City-owned new construction and major renovations, including building additions over 10,000 square feet, shall achieve certification in the Leadership in Energy and Environmental Design ("LEED") Program or Green Globes Program or Living Building Challenge Program or at a minimum achieve American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE") Design for High-Performance building standards; and

~~WHEREAS, the Mayor and City Council of the City of Flagstaff wish to declare that all occupied City-owned facilities shall be operated to achieve maximum efficiency; and~~

WHEREAS, as of June 2022, all electricity purchased by the City for municipal operations is considered renewable as a result of participation in the APS Green Power Partners Program; and

WHEREAS, a Community Resilience Hub functions as a location where vulnerable residents can go during disruptive weather evens or extreme incidents to receive ameliorating services and support, servicing a variety of purposes that could include, but are not limited to: a) a clean air center during extreme smoke events; b) a cooling center during extreme heat events; c) a warming center during extreme cold events; d) a refrigeration center and back up power center, especially for medications and medical devices, during any event that disrupts power for an extended period; and

WHEREAS, in order to provide these Resilience Hub services during disruptive weather events or extreme incidents, City facilities need to be designed so that they can operate independently of the electric grid for an extended period; and

WHEREAS, the Mayor and City Council of the City of Flagstaff have adopted the Housing Crisis Declaration (Res. No 2020-66) and the 10 Year Housing Plan (Res. No 2022-03) which commits to increasing the number of available and affordable housing options for Flagstaff residents at all income levels; and

WHEREAS, Cities often own properties located in desirable locations with access to employment, community amenities, walkable neighborhoods and transit options; and

WHERAS, an adequate supply of affordable and dignified housing supports sustainability, equity, and health, allowing more Flagstaff residents the opportunity to fully participate in the community pursuit of a carbon-neutral future that benefits all; and

WHEREAS, the Mayor and City Council of the City of Flagstaff desire to repeal Resolution No. ~~2008-32~~ 2014-09.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the Mayor and City Council hereby require that all non-Housing Section, occupied, City-owned new construction and major renovation of existing facilities, including building additions over 10,000 square feet, achieve all-electric, emissions-neutral operations while also achiev~~e~~ing certification in the most recent version of LEED (Silver) or Green Globes (3 Globes) or Living Building Challenge (full certification). It is acknowledged that there may be some highly energy intensive processes that are currently incompatible with all-electric operation. Any proposed new construction or major renovation that cannot achieve all-electric status may get approval from the Sustainability Director by demonstrating that doing so is infeasible. These projects would still be expected to achieve emissions-neutral operations.

SECTION 2. That if City staff charged with the design, construction, or renovation of a City-owned facility determine that compliance with certification standards is uniquely cost prohibitive, staff will recommend achieving all-electric, emissions-neutral operations while adhering to ~~that~~ the most recent ASHRAE High-Performance building standards be achieved on the project. Cost prohibitive is defined as a payback period of more than eight (8) years for the additional costs associated with LEED, Green Globes, or Living Building Challenge measures.

SECTION 3. That the Mayor and City Council require that when entering into leases for occupancy, including the renegotiation or extension of existing leases, the City shall include a preference for occupied space that is certified under LEED or Green Globes or Living Building Challenge or ASHRAE or an equivalent standard.

SECTION 4. That the Mayor and City Council require that all non-Housing Section, occupied City-owned new construction and major renovation of existing facilities, including building additions over 10,000 square feet, shall be designed to support one or more functions of a Community Resilience Hub. Facilities that have security considerations or other extenuating circumstances may be exempt from this requirement if it is determined that opening the facility to the public during disruptive weather events or extreme incidents to receive ameliorating services is injudicious.

SECTION 5. That the Mayor and City Council require that in the event that a City-owned building or property is being vacated by the City, that the Housing Section first have the opportunity to evaluate the property and determine the feasibility of repurposing or developing in a manner that supports increasing the number of available and affordable housing units, including but not limited to: converting to municipally operated Affordable Housing; seeking a public-private partnership; and exploring shared equity models of development. Following this evaluation process, should the Housing Section determine that the building or property being vacated is not well suited to repurposing or developing in this manner, and should the City decide that a sale for non-housing purposes is to be pursued, the City will consider whether a portion of the funds from the sale can be directed to support increasing the number of available and affordable units at another site. Exceptions to this requirement may be made for extenuating circumstances, such as, but not limited to, the case where the building being vacated by the City is also occupied by other tenants.

SECTION ~~4~~ 6. That the Mayor and City Council require staff whose responsibilities include the design, construction, remodeling, repair, maintenance, operation or deconstruction of City-owned facilities to be responsible for ensuring compliance with the Sustainable Building policies required by this Resolution.

SECTION ~~5~~ 7. That Resolution No. ~~2008-32~~ 2014-09 is hereby repealed.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____day of _____, ~~2014~~ 2022.

_____

MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE

Discussion and Direction concerning the Community Assistance Teams of Flagstaff Bus

STAFF RECOMMENDED ACTION:

Provide direction on requests from the Community Assistance Teams of Flagstaff

EXECUTIVE SUMMARY:

The City was approached by the Community Assistance Teams of Flagstaff with the following requests for consideration:

- To be allowed to park the bus while not in use (including overnight) in the parking lot at the Sustainability Office/ Old Public Works Yard. If there is an available outside electrical outlet that we could use to charge our on-board battery we would like permission to use that as well. The cost to recharge the battery is a few cents, estimated at .36 cents for a full charge. If electricity is not available we can make other arrangements for that, but would still like to use that parking lot.
- We have 220 gallon capacity water tanks on board and are requesting that we be provided fresh water by the City at no charge or a deep discount. The Bonito water fill station would be a convenient location, particularly if we can park at the old Public Works yard. Currently we will be refilling 3 times a week. By winter we hope to refill 7 times a week.
- What goes in must come out and our third request is that we be allowed to dump our waste water into the City sewer system. The tanks are set up like an RV so we simply need a 3-4" cleanout into the sewer system to dump them.
- Permission to park on the street in front of the Murdoch Center from noon to 6 every Wednesday. It is currently restricted to 2 hours.

INFORMATION:

In discussion with City staff the dumping mechanism needed to successfully dump at the Wildcat Wastewater Treatment plant would not exist on an RV or the bus, so a suggestion was made to dump at Black Barts' facility.

Attachments: CATS Updates

Community Assistance Teams of Flagstaff ("C.A.Ts of Flagstaff")
Darrell Marks; Wendy White
www.cats-of-flagstaff.org
Mailing Address: 1124 Mountainaire Rd, Flagstaff, 86005
928-298-4900
info@cats-of-flagstaff.org

Update on the C.A.Ts Mobile Outreach/Shower Bus and P@W Program (People @ Work)

Summary of Services

C.A.Ts' Outreach/Shower Bus started providing services in August 2022 after completing the build out/conversion of a 40 decommissioned 2001 school bus. We rolled out the bus two days a week (Weds and Sun) from 12-6 the first three weeks of August. In September, we added a third day (Fri) and in the second week of October we added a fourth day (Thurs). Our goal, depending on availability of funds, is to add a fifth day in November and to be available seven days a week during the winter.

As a new organization we have hit a few road bumps, literally and figuratively, and are still working out many of the operational details. The following is rough summary of the services we provided from mid-September to mid-October.

Date	Showers	Hygiene	Snacks	Sack Lunch	Clothing	Referrals
9/11/22	8	1	5		11	
9/14/22					6	
9/18/22	3					
9/21/22	3	2			6	
9/28/22	5	18			7	
9/30/22	1					
10/5/22	2	12			16	
10/6/22		10	5		15	
10/7/22	2		2	7		
10/9/22	6	3	2	6	7	
10/12/22	4	1	10	5	6	1
10/13/22	4	19	10	1	19	
Total	38	66	34	19	93	

We just started recording referrals last week and were happy to be able to assist a gentleman in developing a plan to become reemployed and housed, by helping him understand the County's rental assistance program requirements, direct him to County services for a free cell phone, help him sign up for food stamps, and get him started on the process of gaining employment and a residence. In addition he has been able to use the Bus shower and clothing program and earn a few dollars working with P@W.

On September 11 we also started the P@W Program, funded with a grant from the Sustainability Office. P@W stands for People @ Work. The fortuitous decision of City Sustainability staff Nicole Antonopoulos and Marissa Molloy to publish a grant notice in the spring aimed at hiring unsheltered relatives to pick up litter fit perfectly into C.A.Ts' plans to create a "homeless" business enterprise and we were delighted to be the recipient of the grant funds.

We submitted our first monthly report to the Sustainability Office on October 5 for the month of September. A copy of the report is attached. We increased the days of work and the hours of employment at the beginning of October and are now able to provide employment to up to 8 people for 3 hours. each day the bus is in service. Pursuant to the terms of the grant, litter crew members are paid $15.50 hourly and are subject to all employment and tax laws for casual labor including worker's compensation.

Summary of P@W Program

Dates	Bags Collected	Total Hours	People Employed (Unique Individuals)
September 11-30	41	31	12
October 1-13	77	102	11

The total spent on wages so far is $2,317.16 including payroll taxes. We purchased green safety vests for the crew and they are proud to be wearing them. Every day they are getting thumbs up and encouragement from passers by and we have used the program as an opportunity to reach out to neighbors and businesses in the areas cleaned. We are picking up trash along Butler, San Francisco and the Southside on Wednesdays, Sunnyside on Thursdays, 4th St, Cedar and Bushmaster Park on Sundays and East Butler/Huntington/and vicinity on Fridays.

Boxed Lunches

Through a collaboration with NACA we have just started a box lunch program. We supply pre-packaged, ready to eat items in a to go bag to persons we encounter in the areas we serve. Our focus is on providing healthier items including protein, vegetables, dairy and fruit. In the first four days we handed out 19 lunches to experiment with food items.

On Thursdays, we are collaborating with Flagstaff Family Food Center by timing the bus schedule and FFF food distribution. Our first day of collaboration was Thursday Oct 13.

Parking Locations

We have an MOU with CCC allowing us to park on Sundays at the 4th St Campus. On Thursdays we are parking on the street in front of Flagstaff Family Food Center at their request. On Wednesdays we are parking on Brannen St in front of Murdoch Center. We would park in the parking lot, but the bus is too unwieldy to maneuver in and out of it. We are using the Brannen street location to help shepherd the parks and streets along Butler, including assisting people in need and cleaning up litter. On Fridays we have tried 3 different locations and are currently parking near Butler and I-40 on a side street. Depending on the foot traffic at that location we may move elsewhere as our goal is to park where we encounter the greatest need.

Off Duty Parking

FFF will be allowing us to temporarily park the bus overnights and when not in use behind their warehouse on Huntington while we explore options with the City. In return we will be grading the parking lot and assisting them in gaining more usable space and improving drainage. FFF will also allow us to temporarily use their hose bib to fill our on bus water tanks and to plug in an exterior outlet to charge the onboard battery. They do not have any location to dump waste tanks.

Wastewater Disposal

We have determined that it is feasible to dispose of the wastewater from the bus bathroom at Black Bart's RV park. They allow the public to pay $8 per dump and we will simply pay for the service. During the winter months we will need to dump the tanks on a nightly basis to prevent freezing, unless we are able to locate a place to park inside. Concerns with freezing are being addressed currently and may require some winter adaptations including the addition of insulation to the waste tanks and using a propane heater to keep the interior of the bus above freezing. If we can find a free disposal site that is accessible we can use the saved costs to provide additional services.

Operating Costs

Our operating costs are quite nominal with payroll for one staff person being the largest expense. It is costing approximately $300 per day to operate the bus, including insurance, maintenance, staff, and associated expenses. This does not include the wages paid through the P@W program. The daily cost decreases with the increase in service days because some of our costs are essentially fixed. We received a grant through ACF in August but the remaining operating expenses have come from individual donors and a founder.

Goals

Our goal is to locate a permanent parking location for the bus when it is not in use that would ideally have access to fresh water to refill the on board tanks, a sewer clean out where we could empty the waste tanks and an accessible power outlet to charge the battery overnight. An even better arrangement would be having the ability to park the bus inside in freezing weather. This is what we are requesting from the City.

We would also like to expand the P@W Program to include work opportunities in addition to litter pick up. We have a plan to develop a cooperative shop in which unsheltered individuals can create saleable arts and crafts using recyclable waste material. A portion of the proceeds would support the enterprise and the rest would be used to pay the craftspersons.

How the City Can Be Involved

We have identified two City owned properties that are currently un or under used as possibilities that could provide both parking and a location for a work shop. They are the old public works yard/building behind Thorpe Park and the abandoned garage located at 507 E Brannen which we believe was acquired for the Lone Tree extension/overpass. We understand that both locations may only be available temporarily but believe that either could act as a "demonstration" location. Our preference, if Council is willing would be to lease the E Brannen site for a nominal amount. Although we have not seen the inside

it appears to be usable as a wood/crafts shop with little work to clean up, the yard is fenced and large enough and accessible enough to drive the bus in and out. It may also be suitable for a Day Center similar to the concept that the City was interested in pursuing in 2021 depending on the interior condition. Alternatively, or additionally, the building is large enough to park the bus inside during cold weather nights. If it is a feasible day center location, the cost to the City compared to the expense estimated to lease a building on E 66 as was proposed, would be nominal.



Happy P@W crew



Cleaning the alleys in Sunnyside



First Day of Service, volunteer and staff



507 E Brannen

10. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Paul Lasiewicki, Deputy Police Chief
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE:

Nuisance Noise Ordinance Discussion

DESIRED OUTCOME:

The noise study results and recommendations will be presented to City Council for consideration in drafting a City of Flagstaff Nuisance Noise Ordinance.

EXECUTIVE SUMMARY:

In October of 2019, a Flagstaff resident emailed the Mayor and Council to express his concerns about unnecessary noise pollution. The resident specifically pointed out a concern about vehicles equipped with “intentionally loud automobile mufflers” and went on to say “I can't count the number of times that I have been assaulted by blasts of noise from cars spewing their deep and threatening engine vibrato. Their abuse can be heard, even felt, from blocks away”.

This email was followed up by a petition to the Flagstaff City Council containing 29 signatures titled “Intentional Noise Pollution”. This petition requested the city council consider the effects of noise pollution on the quality of life in Flagstaff. It asks the council to address the unnecessary noise created when drivers intentionally modify a vehicle for the sole purpose of increasing their noise footprint.

These concerns were presented to council during the June 1, 2021, regular council meeting. After the presentation the council voted to have an ordinance drafted to address nuisance noise.

An Ordinance was presented to Council on September 21, 2021. At the conclusion of that discussion Council requested a work session to further discuss a possible Ordinance.

On January 25 of this year, Police Department staff presented the proposed noise ordinance with different options for enforceable sound levels and qualities to Council for their consideration. At that time, Council directed the City to hire a consultant to conduct a sound study and provide recommendations for noise enforcement.

On June 22 MD Acoustics provided Police Department staff with a sound study report detailing their findings and recommendations.

The Flagstaff Police Department has facilitated several community outreach efforts, including two Coffee with a Cop events at local Southside coffee shops, a neighborhood meeting at the Murdoch Center, and a hybrid town hall at City Hall in an effort to share the results of the sound study, receive community feedback, and answer questions.

During this time citizens have additionally expressed concerns both to the Flagstaff Police Department and the Flagstaff City Council about loud noise emanating from businesses and causing disturbances in residential neighborhoods. A Nuisance Noise Ordinance could address vehicle noise and nuisance noise in residential, business, and commercial zones. It will be a valuable tool in addressing nuisance noise complaints and provide for an objective means to measure the noise to determine if there is a violation.

INFORMATION:

MD Acoustics will share the sound study results and their recommendations with City Council. City staff will share more information about the public outreach and feedback received during those interactions.

City staff will be prepared to answer questions and accept direction from City Council as to next steps in the process towards the creation of a City of Flagstaff Nuisance Noise Ordinance.

The sound study and recommendations have been attached to the staff summary in two parts due to its size. You can also access the study and recommendations online at https://www.flagstaff.az.gov/DocumentCenter/View/73081/Noise-Study-and-Recommendations

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Attachments: Noise Study and Recommendations - Part 1
Noise Study and Recommendations - Part 2
Presentation

AZ Office
4960 S. Gilbert Road, Ste 1-461
Chandler, AZ 85249
p. (602) 774-1950

CA Office
1197 Los Angeles Avenue, Ste C-256
Simi Valley, CA 93065
p. (805) 426-4477

www.mdacoustics.com

July 29, 2022

Deputy Chief Paul Lasiewicki
Flagstaff Police Department – City of Flagstaff
911 E Sawmill Road
Flagstaff, AZ 86001

Subject: City Nuisance Noise Ordinance – Noise Study and Recommendations – City of Flagstaff, AZ

Dear Deputy Chief Lasiewicki:

MD Acoustics, LLC (MD) has completed a baseline noise study in the City of Flagstaff, AZ. This study evaluates noise emanating from 1) vehicle noise and 2) commercially-zoned uses to residential uses. The noise levels were measured at over forty (40) locations at different times of the day and on different days of the week to provide information regarding the existing noise levels at these locations. Additional recommendations have been provided to further guide policy-makers.

1.0 Assessment Overview

The focus of this study is to evaluate the baseline noise levels at various receptor sites pre-determined by MD and the City of Flagstaff Police due to 1) vehicle noise and 2) commercially-zoned uses adjacent to residential uses. This assessment also provides MD's recommendations to provide guidance on noise ordinance policies that are enforceable using industry best practices. A location map is provided in Exhibit A, and a glossary of Acoustical Terms is located in Appendix A.

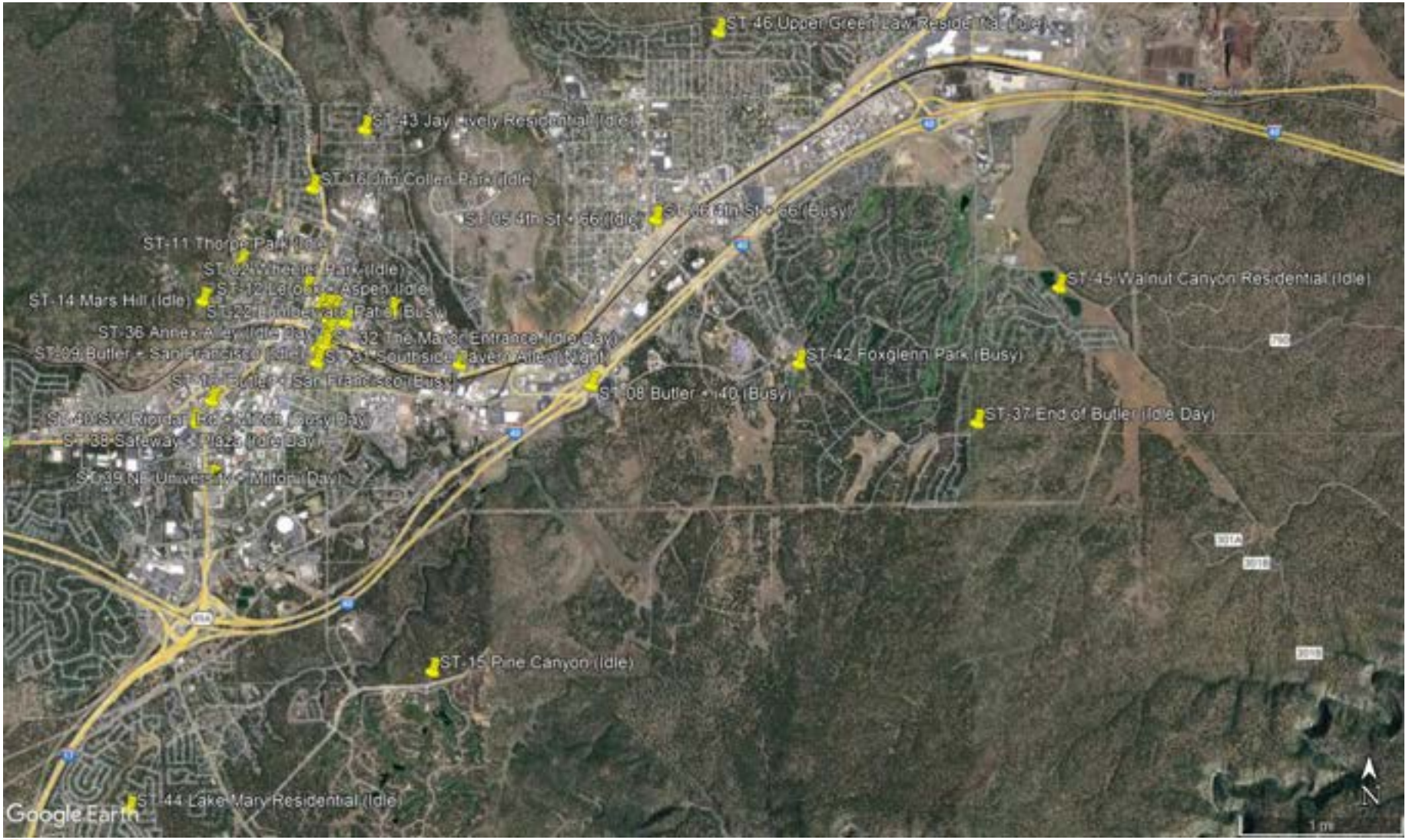
2.0 Study Method and Procedure

MD has conducted a baseline noise survey at forty-three (43) locations within the City limits. MD worked in conjunction with the City to select the locations measured. Measurements were performed to evaluate the typical sound levels at roadway intersections, parks, restaurants/bars, other commercial uses, near passing trains, and at residential uses.

Prior to conducting the readings, MD and the City developed a noise monitoring plan which MD followed and conducted the readings during the agreed-upon time of day. MD measured both daytime and nighttime noise levels (per the City's requested time of day) as well as noise levels during periods of typical traffic patterns. Each measurement is 5 minutes in duration and measured the second-by-second sound level over the 5-minute duration. The measurements included the A-weighted and C-weighted noise levels, as well as several other metrics common to the noise measurement industry. MD documented the sources of the sound being recorded and has provided field notes that describe the environmental conditions as is standard industry practice. Measurements were performed at different times and on different days to get a sense of the existing noise levels.

Exhibit A shows the Locations Measured (map with pins), and Appendix B shows the entire list of the measurement locations selected as well as field sheets for the noise measurements.

Exhibit A
Location Map



= 5-min measurement location

3.0 Results

In order to get a sense of the existing noise levels in the City of Flagstaff, MD measured the noise level at Parks, at Traffic intersections, in Residential areas, and at Commercial uses. The site number is provided to allow coordination between the tables and the respective field sheets contained in Appendix B. The day, date, and time of the measurements are provided as well. This section provides the equivalent noise levels (Leq) in both A-weighted (dBA) and C-weighed levels (dBC).

3.1 Parks

Table 1 shows the measurement results at the parks measured during the baseline survey. Exhibit B shows the

Table 1: Park Noise Measurements

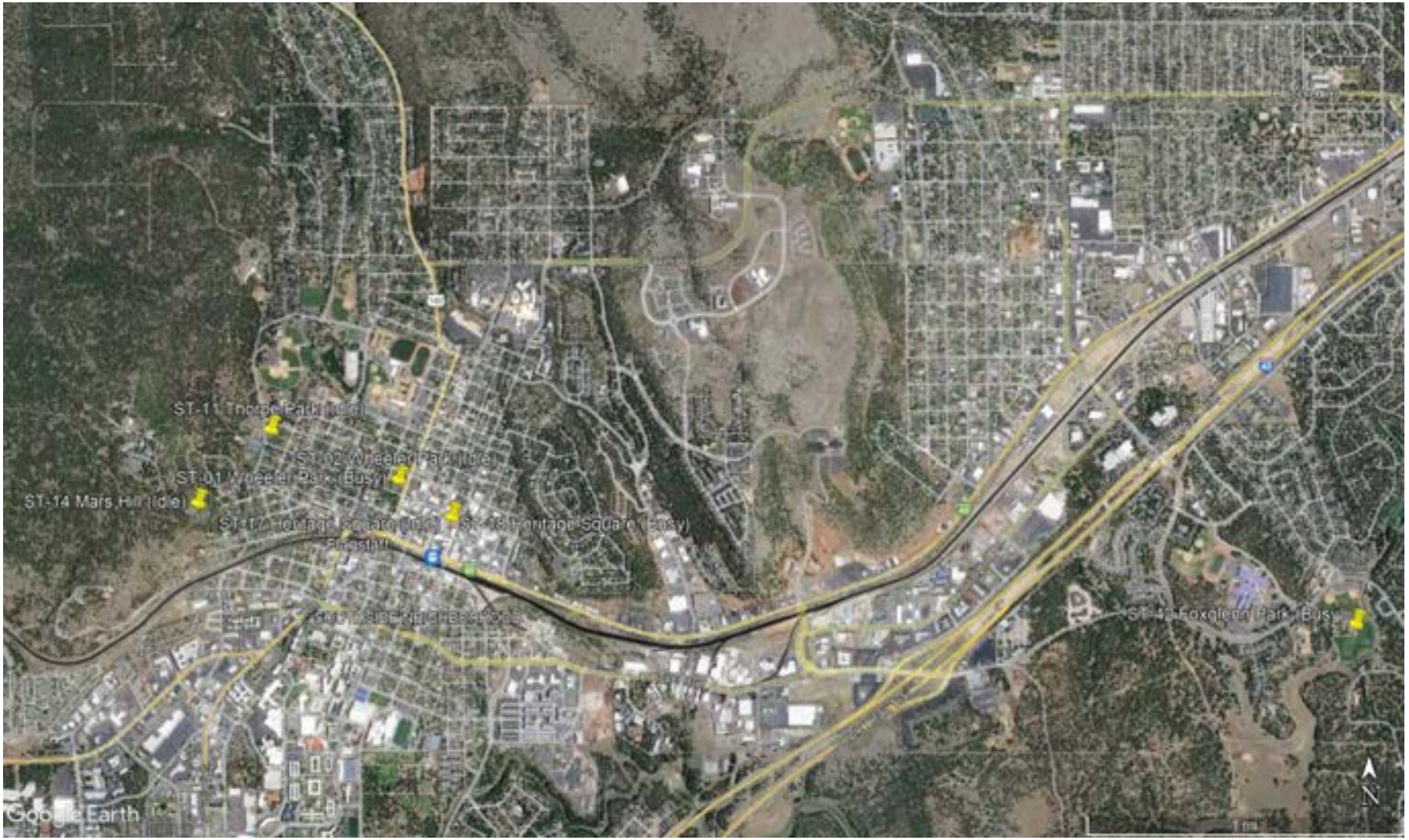
Type of usage	Site #	Measurement Location	Date	Time	LAeq (dBA)	LCeq (dBC)
Park	ST 1	Wheeler Park during Festival (Busy Day)	Sat 6/4/22	3:41 PM	74.0	87.4
Park	ST 2	Wheeler Park (Idle Day)	Tue 6/7/22	10:41 AM	59.2	69.6
Park	ST 11	Thorpe Park (Idle)	Tue 6/14/22	11:09 AM	59.3	74.1
Park	ST 14	Mars Hill	Tue 6/14/22	10:55 AM	45.0	57.3
Park	ST 17	Heritage Square (Idle Day)	Tue 6/7/22	10:55 AM	55.1	72.0
Park	ST 18	Heritage Square during show (Busy Day)	Sat 6/4/22	3:54 PM	67.0	81.4
Park	ST 42	Foxglenn Park (Idle Day)	Sat 6/4/22	11:36 AM	57.8	67.9

As shown in Table 1, the noise level at Wheeler Park both during the Hullabaloo Festival and after the Hullabaloo Festival. During the Festival, the sound level was 74 dBA and 87 dBC; the Tuesday following the Festival, the noise level measured 59 dBA and 70 dBC.

At Heritage Park, the noise levels were measured during a show on a Saturday afternoon and also on an idle Tuesday morning. The noise levels during the show were 67 dBA and 81 dBC, and the noise levels when there was no performance were 55 dBA and 72 dBC.

The noise levels at Thorpe Park and Foxglenn Park were similar: 59 and 58 dBA, respectively. The noise levels were significantly quieter at Mars Hill, measuring only 45 dBA.

Exhibit B
Location Map – Park Noise Measurements



= 5-min measurement location

3.2 Traffic Noise

The City of Flagstaff is home to several major crossroads, including Historic Route 66, Interstate 40 (I-40), and the BNSF Railroad Tracks. Traffic noise was measured at fourteen (14) intersections to determine the existing noise levels due to traffic noise throughout the City. Table 2 summarizes the measurement results, and Exhibit C shows the measurement location map.

Table 2 : Traffic Noise Measurements

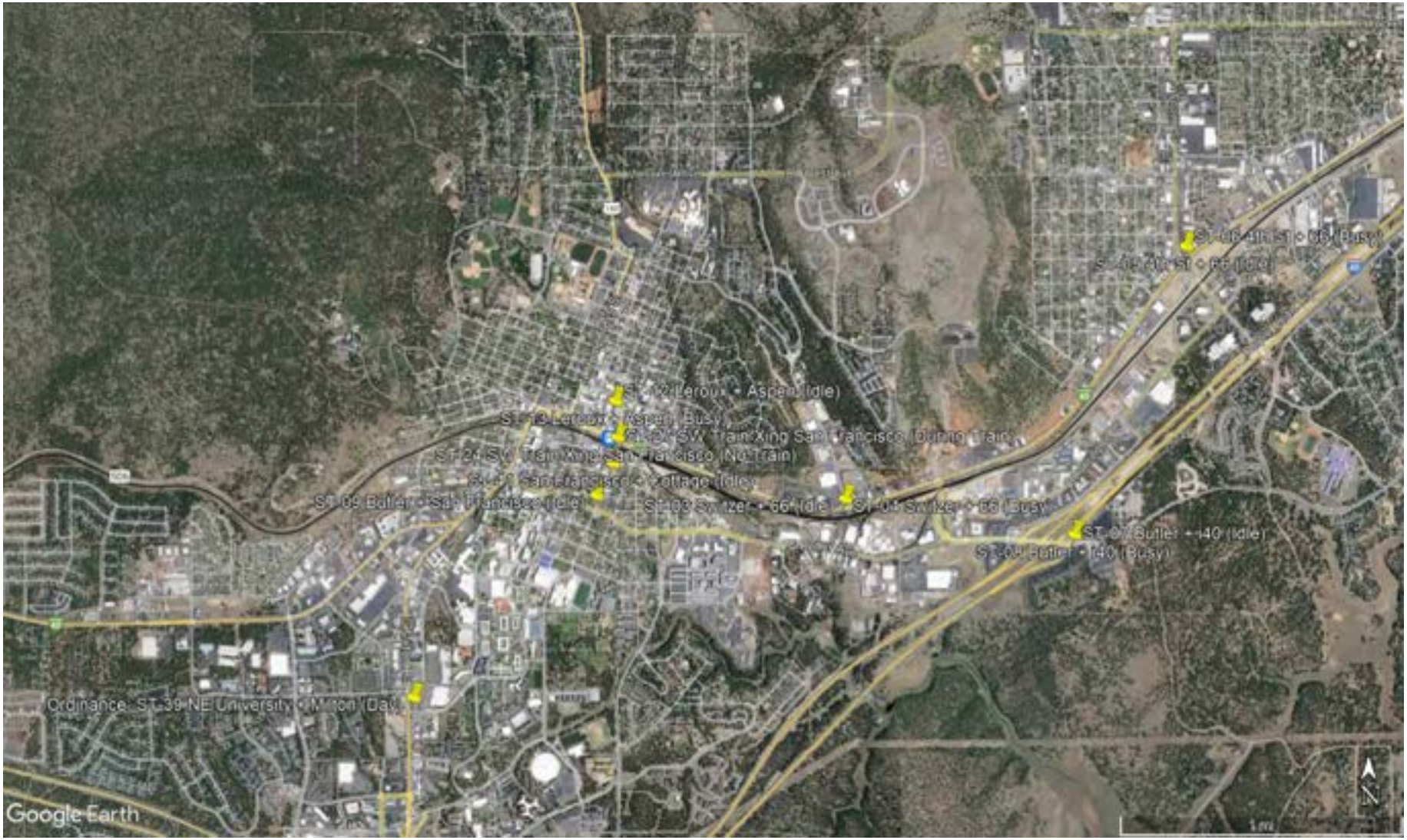
Type of usage	Site #	Measurement Location	Date	Time	LAeq (dBA)	Lceq (dBC)
Traffic	ST 3	Switzer + 66 (Idle Day)	Wed 6/8/22	10:50 AM	73.2	79.5
Traffic	ST 4	NW Switzer + 66 (Busy Day)	Mon 6/20/22	5:04 PM	74.4	80.0
Traffic	ST 5	NE Corner 4th St + 66 (Idle Day)	Wed 6/8/22	10:29 AM	70.4	79.1
Traffic	ST 6	NE Corner 4th St + 66 (Busy Day)	Mon 6/20/22	4:46 PM	70.2	80.0
Traffic	ST 7	SE Corner I-40 E + Butler (Idle Day)	Wed 6/8/22	10:12 AM	73.2	82.7
Traffic	ST 8	SE Corner I-40 E + Butler (Busy Day)	Mon 6/20/22	5:17 PM	73.2	85.4
Traffic	ST 9	W Bulter + San Francisco (Busy)	Wed 6/15/22	12:32 PM	67.6	78.4
Traffic	ST 10	W Bulter + San Francisco (Idle)	Wed 6/15/22	4:56 PM	69.7	80.4
Traffic	ST 12	NW Leroux + Aspen (Idle Day)	Tue 6/7/22	11:03 AM	60.7	74.2
Traffic	ST 13	NW Leroux + Aspen (Busy Day)	Sat 6/4/22	4:02 PM	68.8	75.4
Traffic	ST 24	SW Train Crossing San Francisco (No Train)	Wed 6/15/22	1:01 PM	57.3	70.3
Traffic	ST 27	SW Train Crossing San Francisco – (During Train)	Sat 6/4/22	3:19 PM	79.2	91.9
Traffic	ST 40	SW Riordan Rd + Milton	Wed 6/8/22	11:59 AM	69.5	79.9
Traffic	ST 41	NE Corner San Fran + Cottage (Idle Day)	Wed 6/15/22	12:53 PM	66.9	77.0

Noise levels were measured during a peak time (between 4 and 6 PM) and an off-peak time (10 AM to 1 PM). Along Route 66, the noise levels measured between 70-75 dBA and between 79 and 80 dBC. Noise measured at the corner of I-40 and Butler was 73 dBA and 83-85 dBC. Noise at the corner of Butler and San Francisco ranged from 68-70 dBA and 78-80 dBC.

Traffic noise along Leroux and Aspen varied by as much as 9 dBA, measuring 61 dBA at 11 am and 69 dBA at 4 PM.

In addition to measuring several roadways, MD measured the noise levels at the San Fransisco Train Crossing during a train crossing and when there was no train. When the train went by, the noise level was 79 dBA, and when there was no train, the noise level was 57 dBA.

Exhibit C
Location Map – Traffic Noise Measurements



= 5-min measurement location

3.3 Residential Noise

Table 3 shows the results of the residential noise measurements.

Table 3: Residential Uses

Type of usage	Site #	Measurement Location	Date	Time	LAeq (dBA)	LCeq (dBC)
Residential[1]	ST 36	Annex Patio Alley (Idle Day)	Tue 6/7/22	11:49 AM	48.5	62.1
Residential[1]	ST 35	Annex Patio During Concert Alley (Busy Night)	Sat 6/4/22	6:16 PM	55.5	70.2
Residential	ST 47	Cherry Hill Residential	Tue 6/21/22	10:48 AM	47.5	59.6
Residential	ST 37	End of Butler Ave (Idle)	Mon 6/6/22	10:21 AM	39.0	53.5
Residential	ST 43	Jay Lively Residential	Tue 6/21/22	10:34 AM	54.7	62.4
Residential	ST 16	Jim Collen Park (Idle)	Tue 6/14/22	11:41 AM	45.9	58.4
Residential	ST 44	Lake Mary Residential	Tue 6/21/22	11:14 AM	45.7	57.1
Residential	ST 15	Pine Canyon (Construction)	Tue 6/14/22	10:33 AM	62.2	74.0
Residential[1]	ST 31	Southside Tavern Alley (Busy Night)	Sat 6/4/22	10:44 PM	56.6	63.7
Residential[1]	ST 30	Southside Tavern Alley (Idle Day)	Tue 6/7/22	11:25 AM	49.6	60.9
Residential	ST 46	Upper Green Law Residential	Tue 6/21/22	10:16 AM	49.4	60.8
Residential	ST 45	Walnut Canyon Residential	Tue 6/21/22	9:52 AM	42.9	57.3

[1.] The Annex Patio Alley and Southside Tavern Alley represent residential uses in a community commercial zoning.
[2.] Noise measurements highlighted in orange were measured during a period of higher activity; unhighlighted measurements are during periods with little to no activity and would be considered the daytime ambient noise level.

In general, residential neighborhoods measured between 39-55 dBA and 54-62 dBC, except for the three (3) highlighted values measured near construction or an operating business.

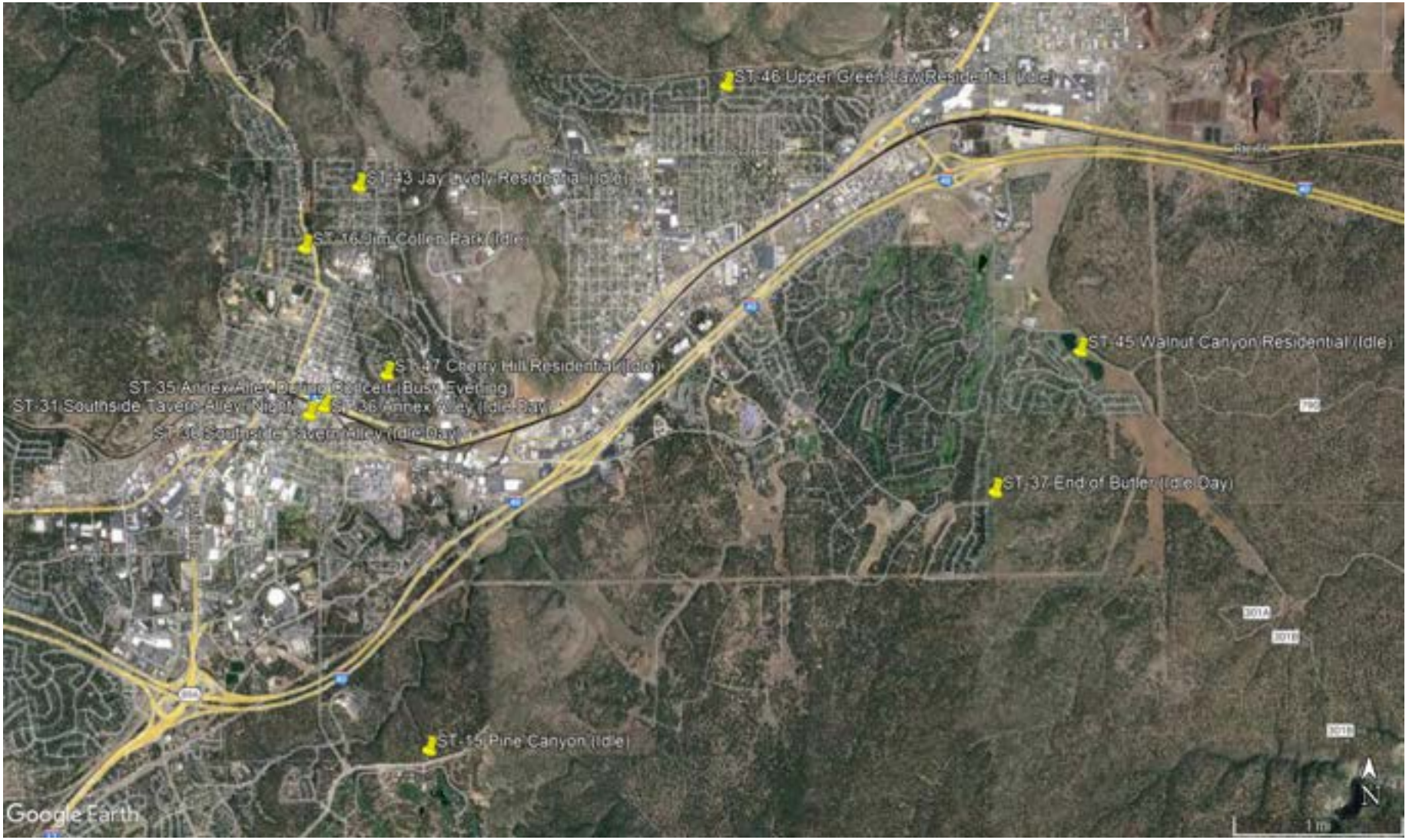
The Pine Canyon measurement was taken approximately 300 feet from a construction site and about 60 feet from trucks that were unloading and loading. The construction site was in the grading phase.

The Annex is a cocktail lounge with an outdoor performance area adjacent to commercial uses along San Francisco St and single-family homes located to the southeast along Cottage Avenue and S WC Riles Dr. The noise level during performances as measured in the alley behind the lounge was 56 dBA and 70 dBC; the noise level at the same location when there was no concert was 49 dBA and 62 dBC.

Similarly, the Southside Tavern is adjacent to commercial uses along San Francisco St and single-family homes along Benton Avenue. The noise level measured in the alleyway behind the tavern was 56.6 dBA and 64 dBC on a Saturday night and measured 50 dBA and 61 dBC on a Tuesday morning when the business was closed.

Exhibit D shows the measurement location map.

Exhibit D
Location Map – Residential Noise Measurements



= 5-min measurement location

3.4 Commercial Noise

Table 4 shows the measurement results for commercial noise measurements.

Table 4: Commercial Noise Measurements

Type of usage[1]	Site #	Measurement Location	Date	Time	LAeq (dBA)	LCeq (dBC)
C (Bar/Club)	ST 19	Collins Irish Pub Entrance (Idle Night)	Wed 6/15/22	8:11 PM	59.5	70.1
C (Bar/Club)[2]	ST 20	Collins Irish Pub Entrance (Busy Night)	Fri 6/17/22	11:17 PM	74.0	89.0
C (Bar/Club)	ST 28	Southside Tavern Entrance (Idle Day)	Wed 6/15/22	12:40 PM	60.4	73.0
C (Bar/Club)	ST 29	Southside Tavern Entrance (Busy Night)	Sat 6/4/22	11:00 PM	64.8	76.9
C (Bar/Club)	ST 32	The Mayor Entrance (Idle Day)	Wed 6/15/22	12:47 PM	58.0	67.2
C (Bar/Club)	ST 33	The Mayor Entrance (Busy Night)	Sat 6/4/22	10:52 PM	61.6	71.8
C (Lounge)	ST 34	Annex Patio During Concert (Busy Night)	Sat 6/4/22	6:08 PM	71.5	82.3
C (Music Venue)	ST 21	Orpheum during show (Busy Night)	Wed 6/15/22	8:02 PM	65.0	77.6
C (Music Venue)	ST 23	Yucca North (Busy Night)	Fri 6/17/22	11:08 PM	67.2	73.1
C (Restaurant Patio)	ST 22	Lumberyard patio (Busy Day)	Sat 6/4/22	3:24 PM	60.1	69.7
C (Restaurant Patio)	ST 25	Flag Brew Patio - (Idle)	Tue 6/7/22	11:11 AM	58.2	69.4
C (Restaurant Patio)	ST 26	Flag Brew Patio - (Busy)	Fri 6/17/22	11:25 PM	83.7	89.6
C (Shopping)	ST 38	Safeway + Plaza Way	Wed 6/8/22	12:10 PM	62.0	70.4
C (Shopping)	ST 39	NE University + Milton	Wed 6/8/22	12:20 PM	68.4	77.9

[1.] All uses considered in this table are commercial uses. For convenience, a description of the use is provided in parentheses.

[2.] Noise measurements highlighted in orange were measured during a period of higher activity; unhighlighted measurements are during periods with little to no activity and would be considered the daytime ambient noise level.

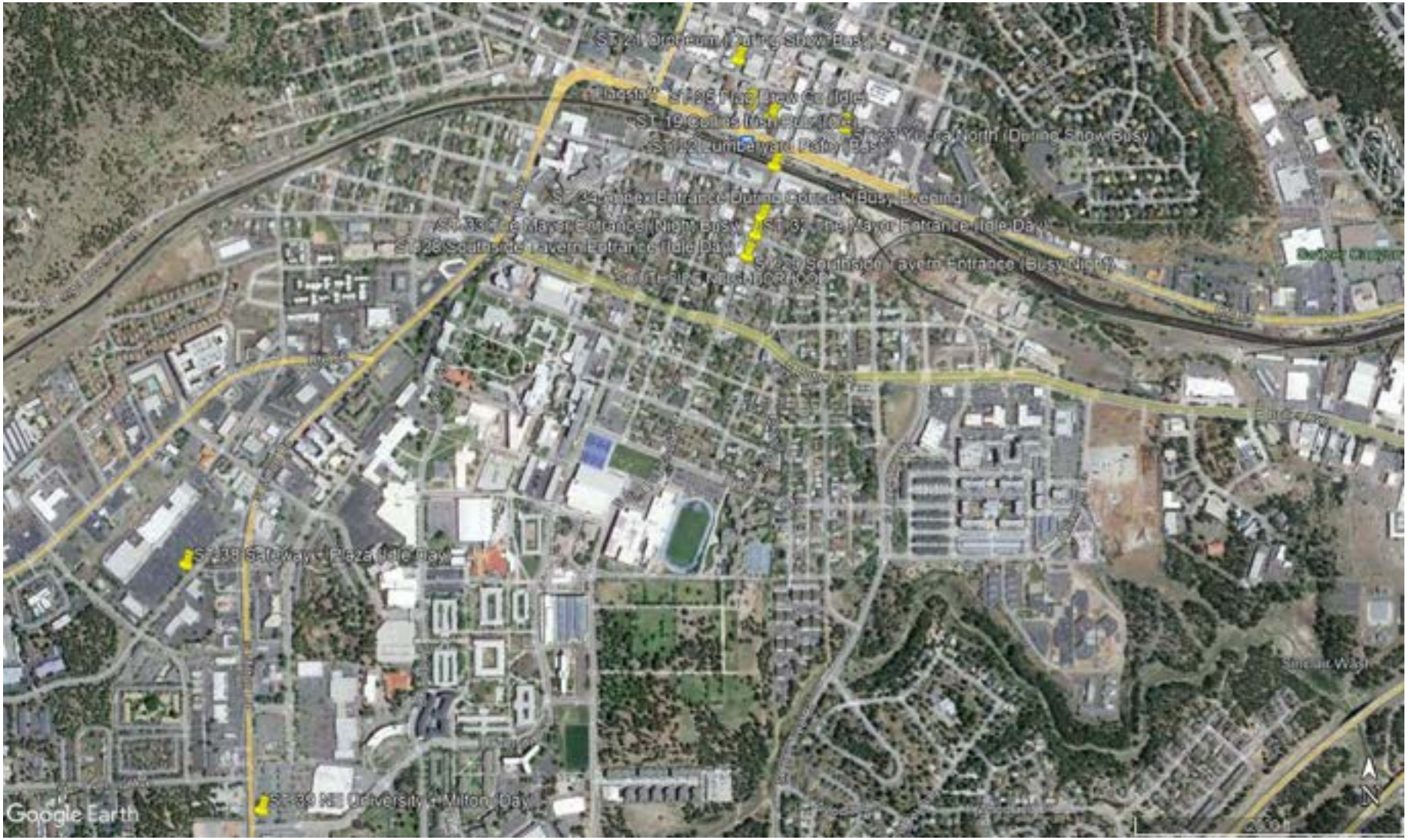
MD measured the noise level near several bars, clubs, lounges, music venues, and restaurants. The noise characteristics of these businesses can vary widely from day to night and from weekdays to weekends. As a point of comparison, MD also measured the noise levels at a Safeway and a Target parking lot (ST 38 and 39, respectively).

During periods of higher activity, the businesses measured had noise levels ranging from 60 to 84 dBA and from 70 to 90 dBC. All noise levels were measured near the property line of the use.

Measurements were taken after most college students have left the city, and therefore it is anticipated that some commercial areas will be louder during the fall, winter, and spring times.

Exhibit E shows the measurement locations.

Exhibit E
Location Map – Commercial Noise Measurements



= 5-min measurement location

4.0 Existing Acoustical Regulations

Appendix C contains the City of Flagstaff's current noise regulations. In general, enforcement of the code is determined by the enforcing officer's perception of the volume of the noise, whether the nature of the noise is usual or unusual, the volume of background noise, if any, and the duration of the noise. This makes determining whether a violation has occurred completely subjective. MD recommends modifying the noise ordinance such that it will include objective and subjective measures to determine violations of the code.

5.0 Recommendations for New Acoustical Regulations

As a third-party consultant, MD is uniquely qualified to provide recommendations to modify the City of Flagstaff's noise regulations. MD has read hundreds of noise regulations and provided noise assessments to address noise issues in hundreds of towns, cities, counties, and other municipalities throughout the United States.

MD considered dozens of ordinances in cities in the western United States similar to Flagstaff. In order to address the specific issues pertaining to the City of Flagstaff, MD recommends the City Council consider the noise ordinances of the City of Sedona, Arizona and the City of Boulder, Colorado. The Sedona Noise Ordinance is relevant because Sedona is near Flagstaff, and the Boulder Noise Ordinance is relevant because it is from a city of comparable size and character (high-altitude city with a large college influence). These ordinances are included in Appendix D.

In order to add an element of objectivity to the enforcement of the City of Flagstaff noise ordinance, the noise ordinance should consider the following elements:

1. Noise limits based on zoning
    a. MD recommends using separate Residential, Mixed Use, Commercial, and Industrial limits for the receiving properties. Mixed-Use receivers include residential uses within nonresidential zones. Commercial receivers include public facilities such as parks.
    b. MD recommends that where two different uses are adjacent to each other, the quieter noise limit be applied.
    c. MD recommends including both a dBA and a dBC noise limit for the Leq (continuous average noise) limit.
    d. MD recommends incorporating a time-averaged limit (Leq) for continuous noise sources
    e. MD recommends separate day/night limits
2. Specifications as to where the noise is to be measured
    a. MD recommends measuring the noise at the property line of the complainant's property
3. Specifications for the time period over which sound is to be measured
    a. MD recommends measuring the noise level at the property line for a period of at least 2-5 minutes for enforcement of continuous noise.
4. Consideration of ambient noise levels
    a. Ambient sound is defined as follows[1]:
        i. at a specified time, the all-encompassing sound associated with a given environment, being usually a composite of sound from many sources from many directions, near and far, including the specific sound source(s) of interest.
    b. Residual sound is defined as follows:

[1] Per ANSI/ASA S12.9-2013/Part1

        i. at a specified time, the all-encompassing sound, being usually a composite of sound from many sources from many directions, near and far, remaining at a given position in a given situation when all uniquely identifiable discrete sound sources are eliminated, rendered insignificant, or otherwise not included.
    c. If the residual sound exceeds the limits in the table, the residual sound plus 3 dB becomes the limit.
5. Consideration of impulsive noise
    a. Extremely high noise levels for a short duration of time (i.e., noise similar to a gunshot, firecracker, etc)
6. MD recommends incorporating exemptions to the nuisance noise regulations for activities such as the following:
    a. MD recommends exempting power tools and lawn maintenance equipment when used during allowed hours (e.g., noise from those sources would be exempt from 7 am to 8 pm weekdays and from 9 am to 8 pm on weekends or federal holidays)
    b. Construction noise provided that construction takes place during allowable times of day and days of the week.
    c. Noises from activities for school, governmental, or community groups
    d. Safety signals, warning and alarm devices ro shouts, emergency generators, storm warning sirens, etc., and the authorized testing of such equipment
    e. Noises created by utilities (including garbage collection), aircraft, or trains
    f. Regular traffic noise
    g. Special events
7. Vehicular noise regulations
    a. MD recommends including language to prohibit the operation of vehicles without exhaust mufflers designed to prevent excessive or unusual noise
    b. Vehicle noise limits based on the size/type of motor vehicle and based on the speed limit where the offense takes place

Table 5 outlines the recommended limits based on the noise measurements and feedback from the community and City. These limits reflect typical annoyance levels in various land uses for broadband and low-frequency noise.

<*Table 5, next page*>

Table 5: Community Noise Standards

Zone	Time	Noise Standard Maximum Leq dB(A) / dB(C)
Residential area	10:00 p.m. – 7:00 a.m.	50 / 65
	7:00 a.m. – 10:00 p.m.	55 / 70
Mixed Use area	10:00 p.m. – 7:00 a.m.	55 / 70
	7:00 a.m. – 10:00 p.m.	60 / 75
Commercial area	10:00 p.m. – 7:00 a.m.	65 / 80
	7:00 a.m. – 10:00 p.m.	65 / 80
Industrial area	10:00 p.m. – 7:00 a.m.	75 / 90
	7:00 a.m. – 10:00 p.m.	75 / 90

Table 6 outlines the recommended vehicle noise limits.

Table 6: Motor Vehicle Noise Limit

Vehicle Classification	Speed Limit of 35 mph or Less	Speed Limit of More Than 35 mph
(i) Any motor vehicle with a manufacturer's gross vehicle weight rating of 6,000 pounds or more, any combination of vehicles towed by such motor vehicle, and any motorcycle other than a motor-driven cycle (moped)	88 dB(A)	92 dB(A)
(ii) Any other motor vehicle and any combination of vehicles towed by such motor vehicles	82 dB(A)	86 dB(A)

6.0 Conclusions

Baseline noise readings and noise readings were recorded and evaluated. In addition, MD has provided detailed recommendations for modifying the City of Flagstaff Noise Ordinance.

MD is pleased to provide City of Flagstaff with this noise assessment. If you have any questions regarding this analysis, please call our office at (602) 774-1950.

Sincerely,
MD Acoustics, LLC



Samuel Hord, INCE-USA
Acoustical Consultant



Claire Pincock, INCE-USA
Acoustical Consultant

Appendix A

Glossary of Acoustical Terms

Glossary of Terms

A-Weighted Sound Level: The sound pressure level in decibels as measured on a sound level meter using the A-weighted filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the response of the human ear at low volumes. A numerical method of rating human judgment of loudness.

Ambient Noise Level: The composite of noise from all sources, near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location.

C-Weighted Sound Level: The sound pressure level in decibels as measured on a sound level meter using the C-weighted filter network. The C-weighting filter greatly de-emphasizes very high frequency components of the sound and slightly de-emphasizes the very low frequency components. A numerical method of rating human judgment of loudness.

Community Noise Equivalent Level (CNEL): The average equivalent A-weighted sound level during a 24-hour day, obtained after addition of five (5) decibels to sound levels in the evening from 7:00 to 10:00 PM and after addition of ten (10) decibels to sound levels in the night before 7:00 AM and after 10:00 PM.

Decibel (dB): A unit for measuring the amplitude of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micro-pascals.

dB(A): A-weighted sound level (see definition above).

dB(C): C-weighted sound level (see definition above).

dB(Z): Z- weighted is the unfiltered or flat weighted response. It can commonly be referred to as the Z-weighted data. Furthermore, most Type 1 sound level meters (ANSI 1.4-2014) output the data using the acronyms dBA, dBC, dBZ for further clarity. When measurements are taken they can be converted to A, C, or Z from the other scales.

Equivalent Sound Level (LEQ): The sound level corresponding to a steady noise level over a given sample period with the same amount of acoustic energy as the actual time varying noise level. The energy average noise level during the sample period.

Habitable Room: Any room meeting the requirements of the Uniform Building Code or other applicable regulations which is intended to be used for sleeping, living, cooking or dining purposes, excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting

corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

Human Sensitivity to Sound: In general, the healthy human ear can hear between 20 Hz to 20,000 Hz. Frequencies below 125 Hz are typically associated with low frequencies or bass. Frequencies between 125 Hz and 5,000 Hz are typically associated with mid-range tones. Finally, frequencies between 5,000 and 20,000Hz are typically associated with higher range tones.

The human ear is sensitive to changes in noise levels, depending on the frequency. Generally speaking, the healthy human ear is most sensitive to sounds between 1,000 Hz and 5,000 Hz (A-weighted scale) and perceives a sound within that range as being more intense than a sound with a higher or lower frequency with the same magnitude. At lower and higher frequencies, the ear can become less sensitive depending on a number of factors. Table 1 provides a brief summary of how humans perceive changes in noise levels.

Table 1: Change in Noise Level Characteristics[1]

Changes in Intensity Level, dBA	Changes in Apparent Loudness
1	Not perceptible
3	Just perceptible
5	Clearly noticeable
10	Twice (or half) as loud

https://www.fhwa.dot.gov/environMent/noise/regulations_and_guidance/polguide/polguide02.cfm

L(n): The A-weighted sound level exceeded during a certain percentage of the sample time. For example, L10 is the sound level exceeded 10 percent of the sample time. Similarly, L50, L90 and L99, etc.

Noise: *A*ny unwanted sound or sound which is undesirable because it interferes with speech and hearing, or is intense enough to damage hearing, or is otherwise annoying. The State Noise Control Act defines noise as "...excessive undesirable sound...".

Percent Noise Levels: See L(n).

Sound Level (Noise Level): The weighted sound pressure level obtained by use of a sound level meter having a standard frequency-filter for attenuating part of the sound spectrum.

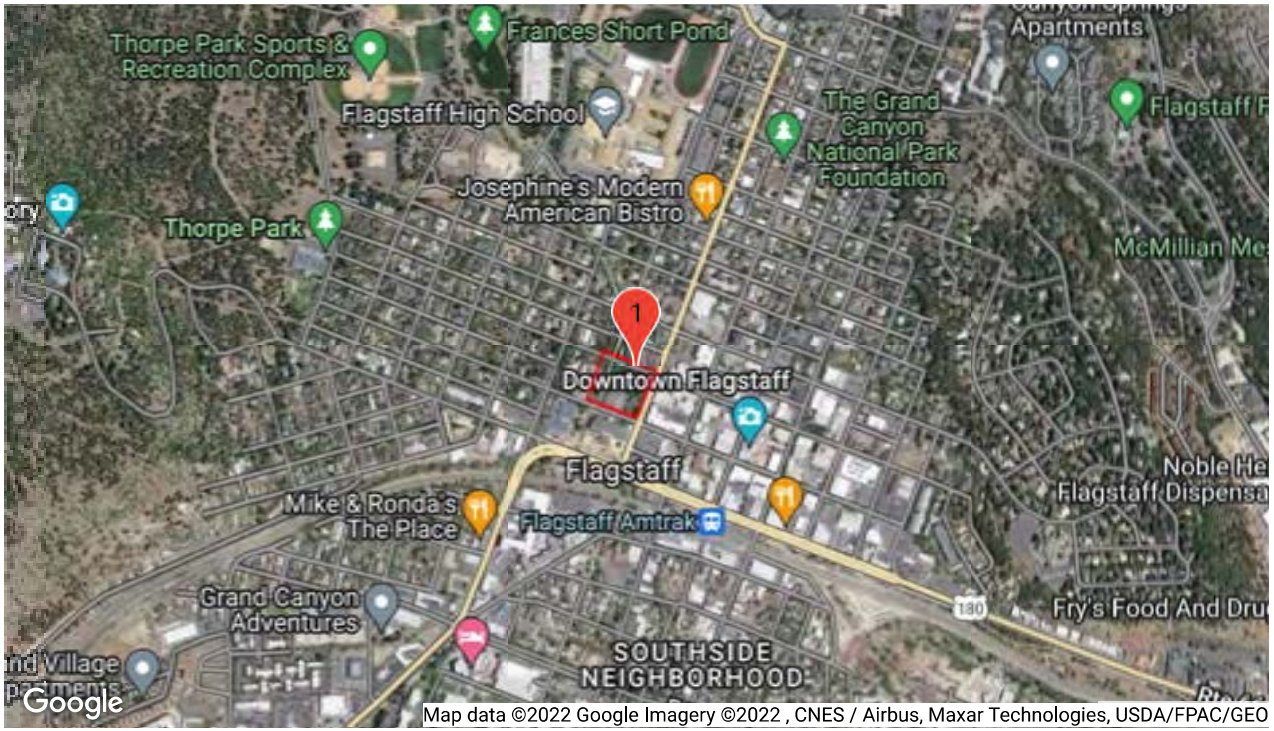
Sound Level Meter: An instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement and determination of noise and sound levels.

Single Event Noise Exposure Level (SENEL): The dB(A) level which, if it lasted for one second, would produce the same A-weighted sound energy as the actual event.

Appendix B
Field Sheets

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-01 Wheeler Park (Busy Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Hullabaloo. Moderate traffic, 200-300 people in park, live music	
Site Address/Location:	Flagstaff, AZ		
Date:	06/04/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 01		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-01 Wheeler Park (Busy Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 01

Figure 1:



Figure 2:

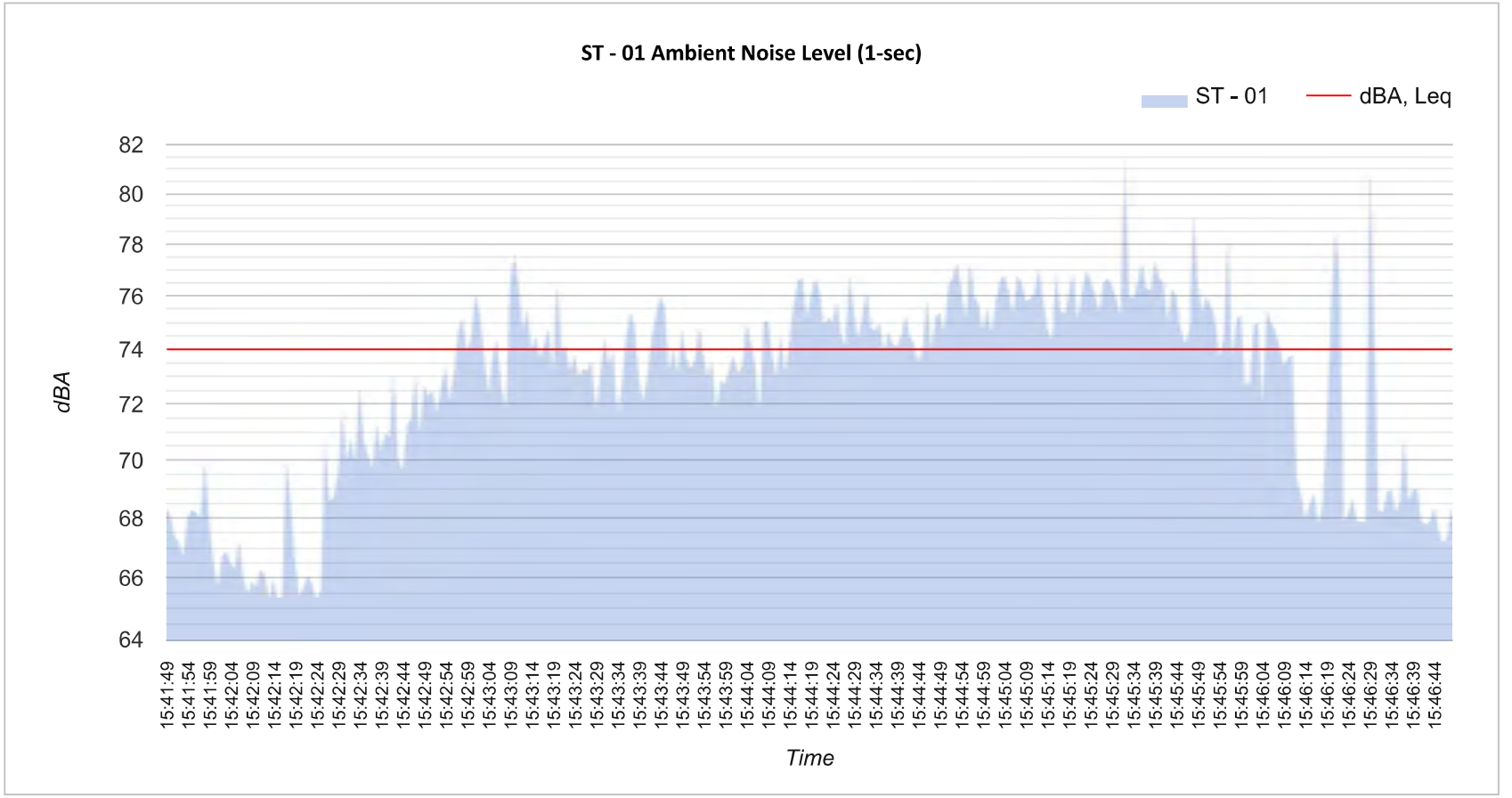


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 01	3:41 PM	3:47 PM	74	81.5	65.2	77.4	76.6	75.4	73.9	67.8

5-Minute Continuous Noise Measurement Datasheet - Cont.

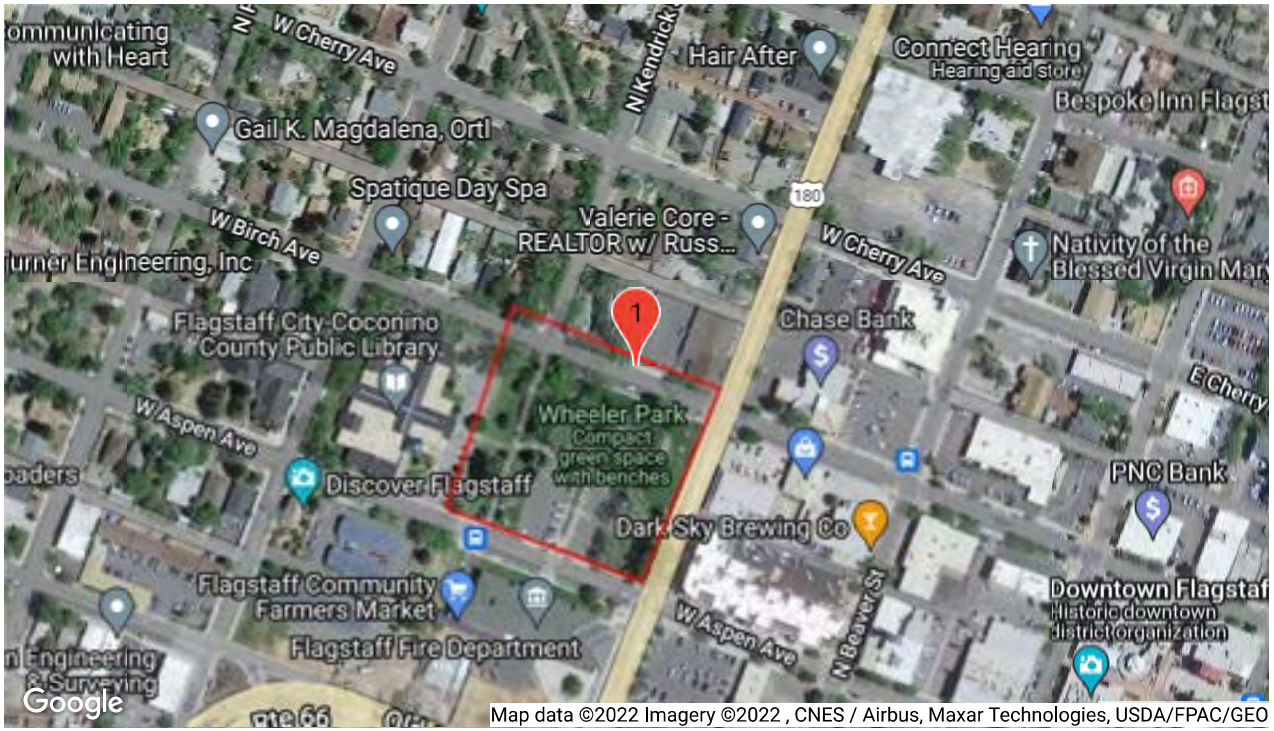
Project Name:	Ordinance: ST-01 Wheeler Park (Busy Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	76°, clear and sunny, Winds 5-10 mph	Hullabaloo, 150'
Site Id:	ST - 01	**Ground Type:**	Asphalt	



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-02 Wheeler Park (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Light-moderate traffic, 10-15 people in park, conversing and listening to music.	
Site Address/Location:	Flagstaff, AZ		
Date:	06/07/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 02		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-02 Wheeler Park (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 02

Figure 1:



Figure 2:

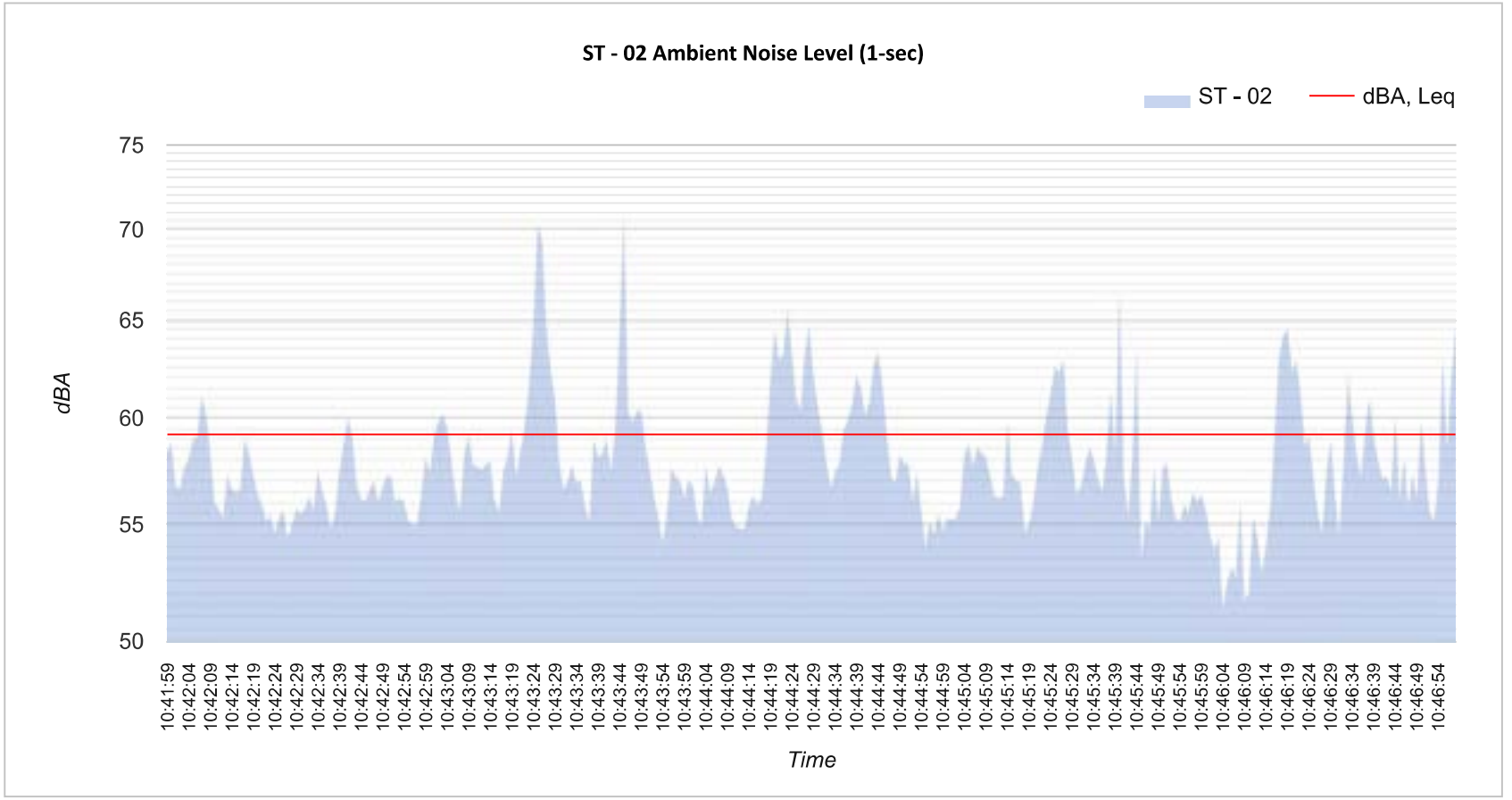


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 02	10:41 AM	10:47 AM	59.2	69.9	52.2	64.7	62.5	59.1	57.3	55

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-02 Wheeler Park (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	79 degrees, Sunny/Clear, Winds 5-10mph	Traffic, people, music ~170'	
Site Id:	ST - 02	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-03 Switzer + 66 (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001		Intersection, moderate traffic.
Site Address/Location:	Flagstaff, AZ		
Date:	06/08/2022		
Field Tech/Engineer:	Jordan Trubakoff		

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 03		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-03 Switzer + 66 (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 03

Figure 1:



Figure 2:

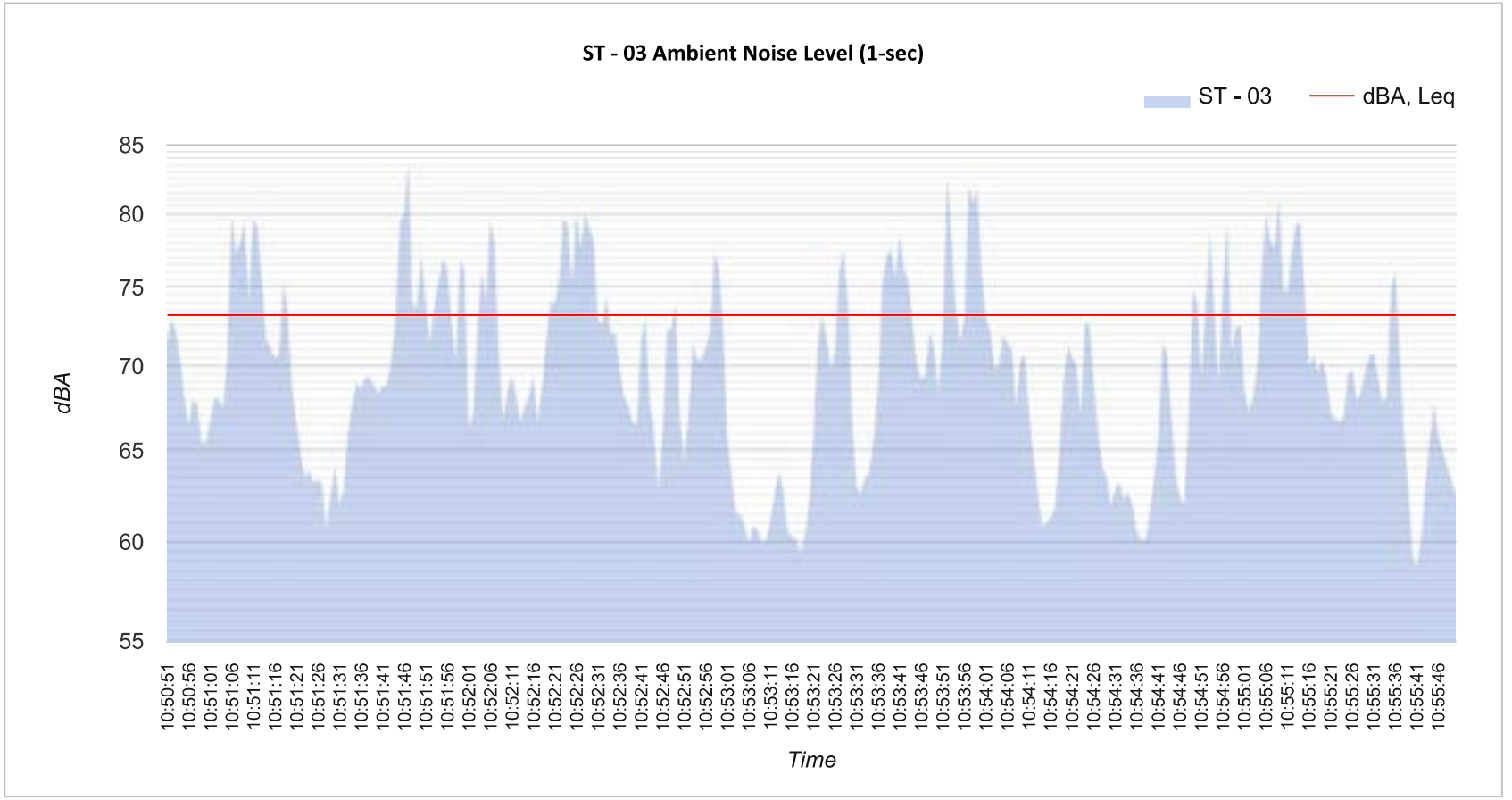


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 03	10:50 AM	10:56 AM	73.2	82.6	59.7	80.1	78.4	73.7	69.8	62.1

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-03 Switzer + 66 (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	81 degrees, Sunny/Clear, Winds 5-8 mph	Traffic intersection, ~30'	
Site Id:	ST - 03	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-04 Switzer + 66 (Busy Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Intersection, moderate- heavy traffic.	
Site Address/Location:	Flagstaff, AZ		
Date:	06/20/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 04		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-04 Switzer + 66 (Busy Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 04

Figure 1:



Figure 2:

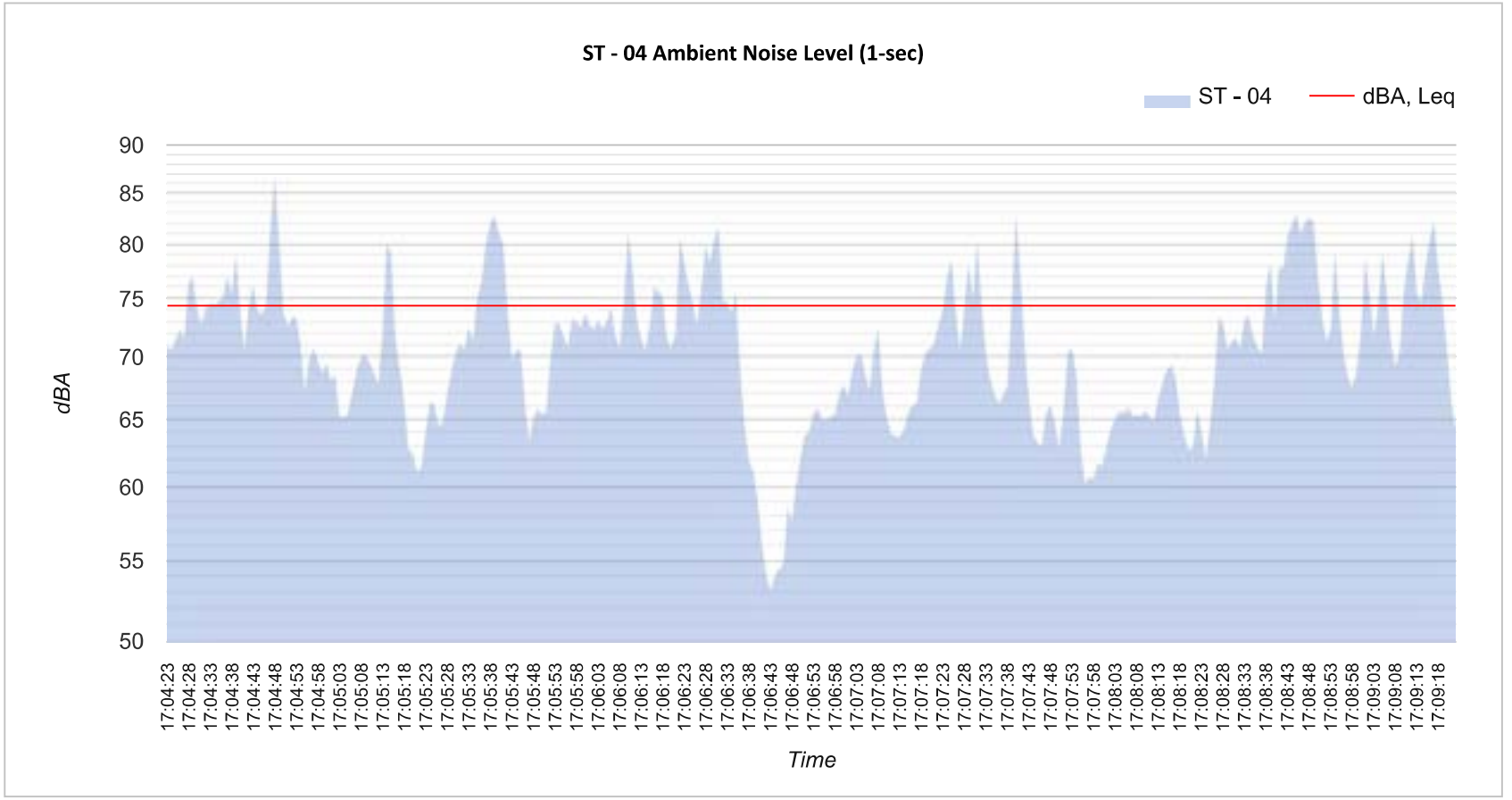


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 04	5:04 PM	5:10 PM	74.4	85.2	54.2	82.1	79.9	74.4	70.7	63.3

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-04 Switzer + 66 (Busy Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	77 degrees, Sunny/Clear, Winds 8-10mph	Rush hour Traffic intersection, ~40'	
Site Id:	ST - 04	**Ground Type:**	Asphalt		

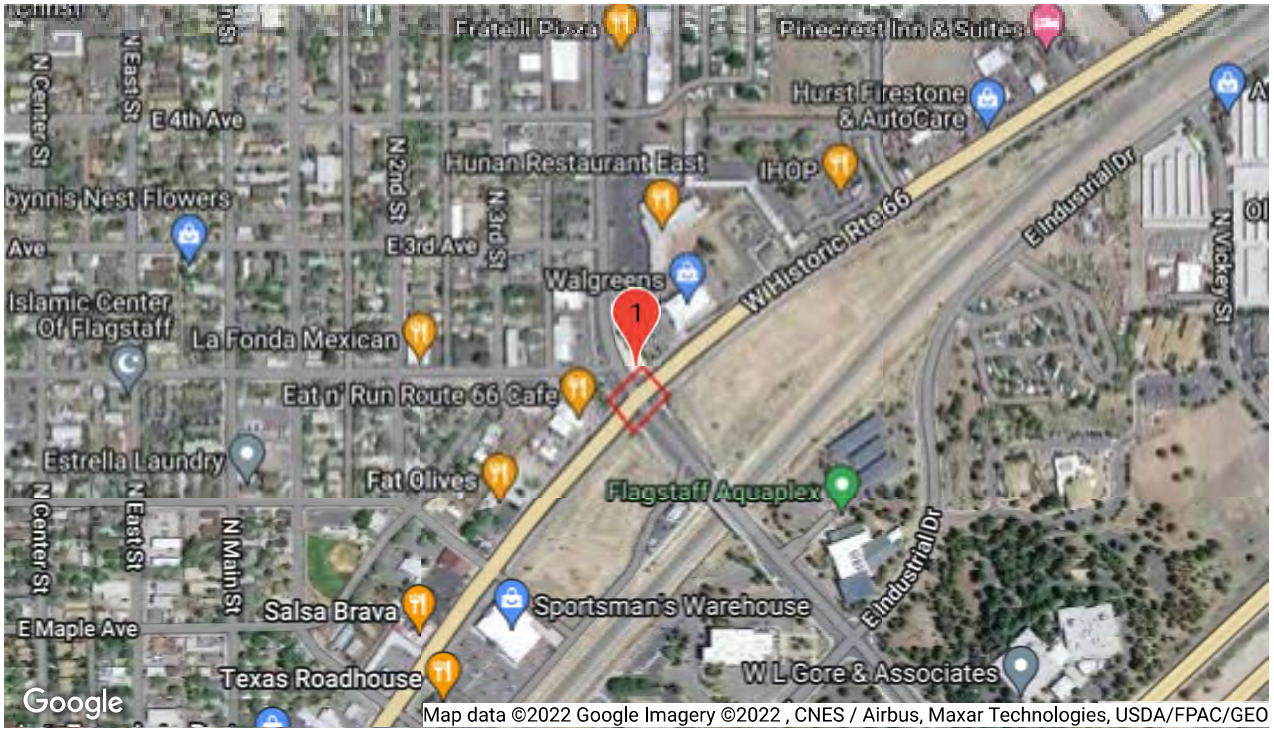


MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-05 4th St + 66 (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001		Intersection, moderate traffic.
Site Address/Location:	Flagstaff, AZ		
Date:	06/08/2022		
Field Tech/Engineer:	Jordan Trubakoff		

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST-05		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-05 4th St + 66 (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST-05

Figure 1:



Figure 2:

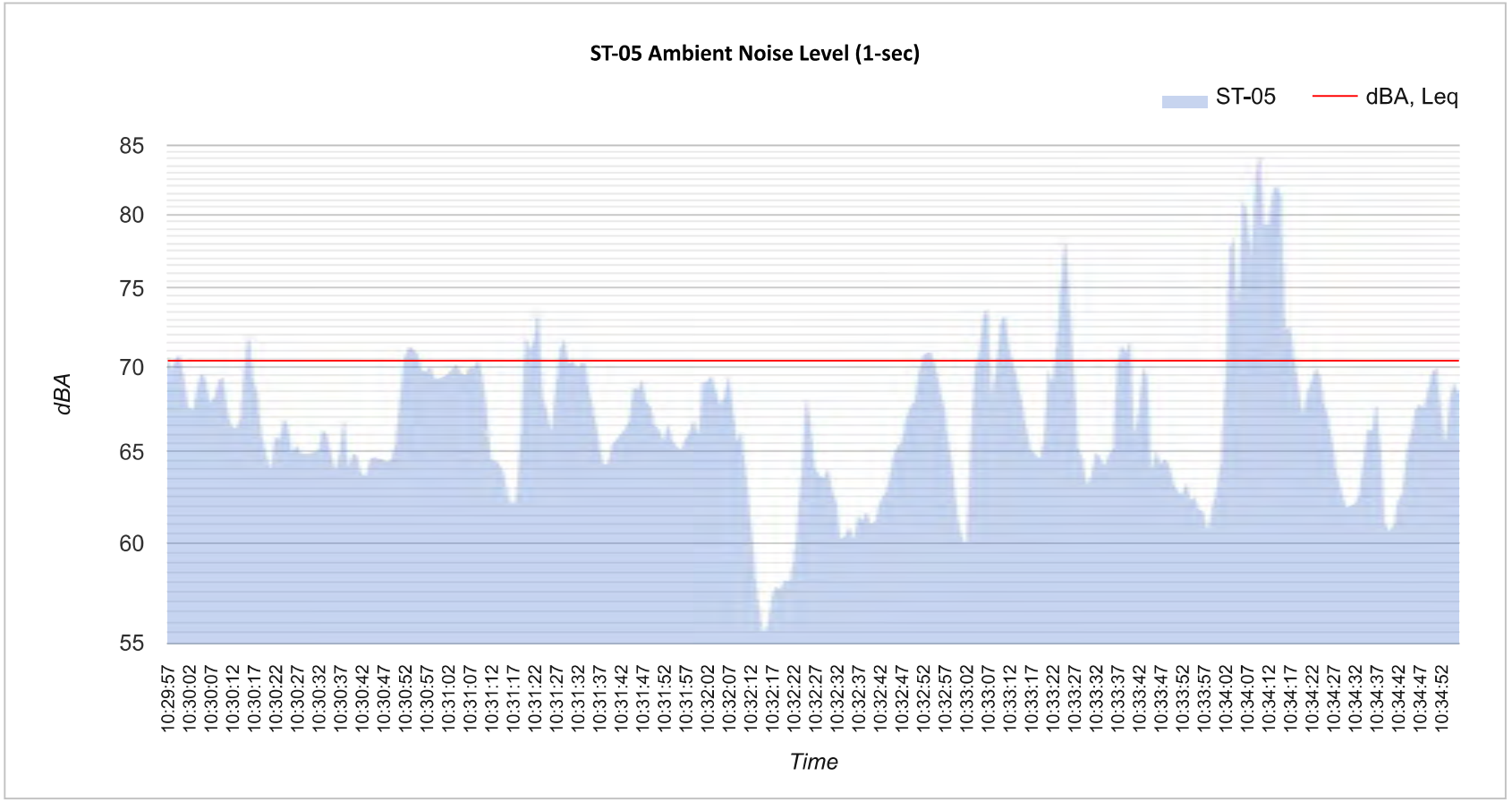


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST-05	10:29 AM	10:35 AM	70.4	83.8	56.3	80.3	72	69.6	66.6	61.9

5-Minute Continuous Noise Measurement Datasheet - Cont.

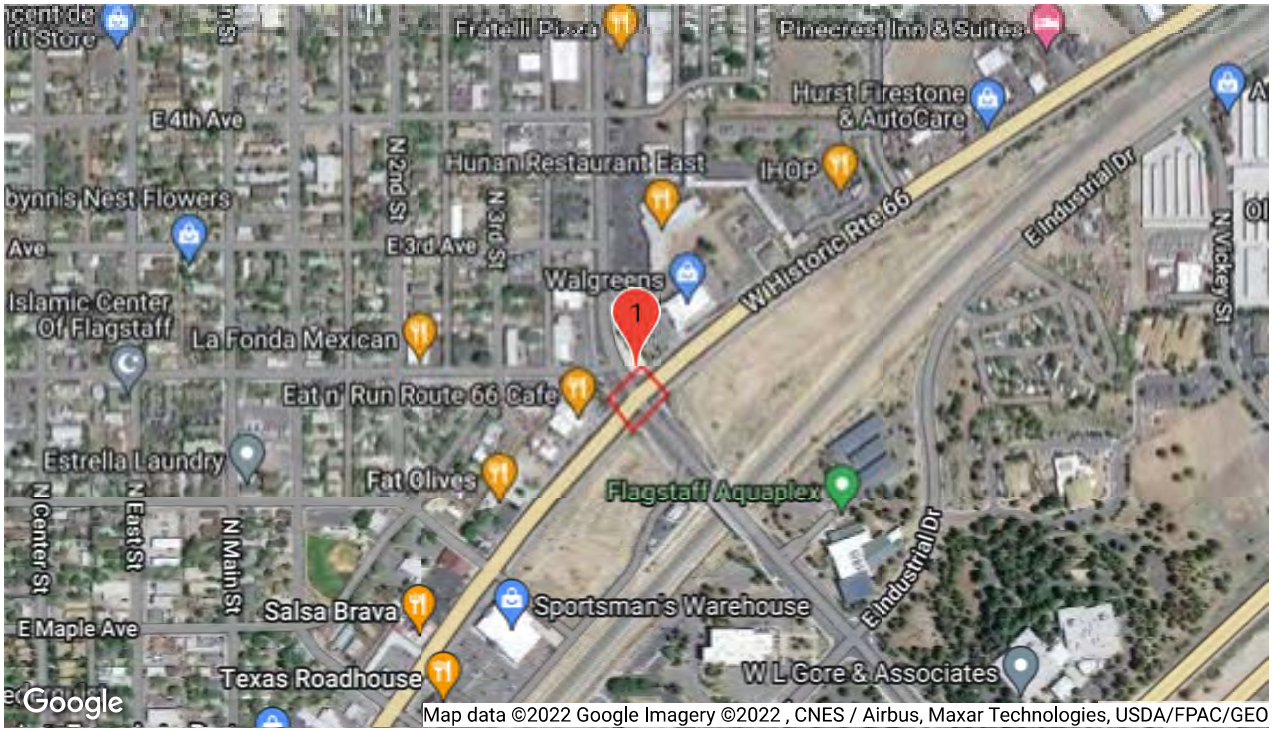
Project Name:	Ordinance: ST-05 4th St + 66 (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	80 degrees, Sunny/Clear, Winds upto 10 mph	Traffic intersection, ~120'	
Site Id:	ST-05	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-06 4th St + 66 (Busy Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Intersection, moderate/heavy traffic. 3:39 mark, individual spoke into microphone.	
Site Address/Location:	Flagstaff, AZ		
Date:	06/20/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 06		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-06 4th St + 66 (Busy Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 06

Figure 1:



Figure 2:

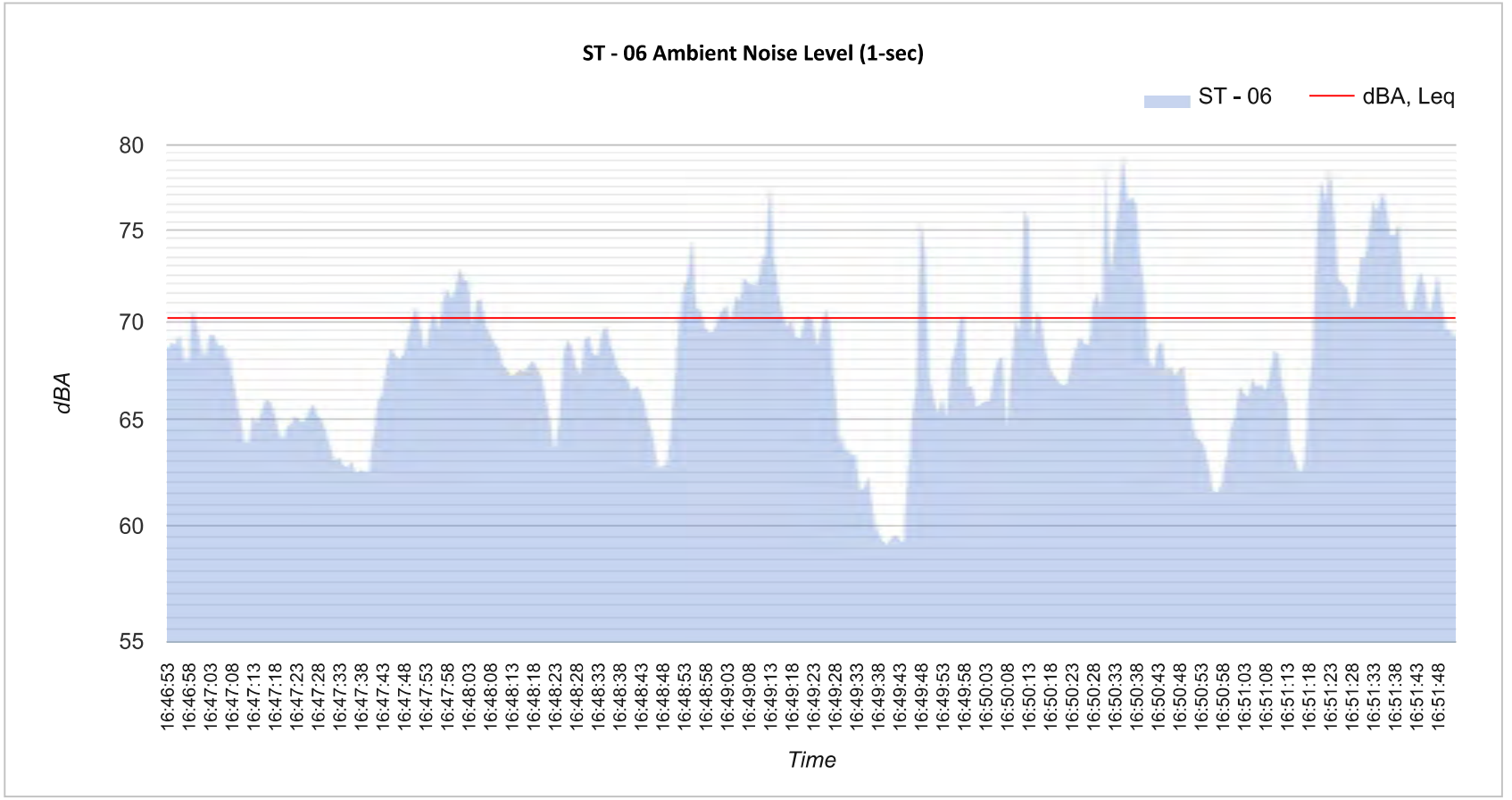


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 06	4:46 PM	4:52 PM	70.2	79.0	59.2	76.9	74.5	70.6	68.2	63.2

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-06 4th St + 66 (Busy Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	79 degrees, Sunny/Clear, Winds ~10mph	Rush hour Traffic intersection, ~40'	
Site Id:	ST - 06	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-07 Butler + i40 (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001		Intersection, moderate traffic.
Site Address/Location:	Flagstaff, AZ		
Date:	06/08/2022		
Field Tech/Engineer:	Jordan Trubakoff		

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 07		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-07 Butler + i40 (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 07

Figure 1:



Figure 2:

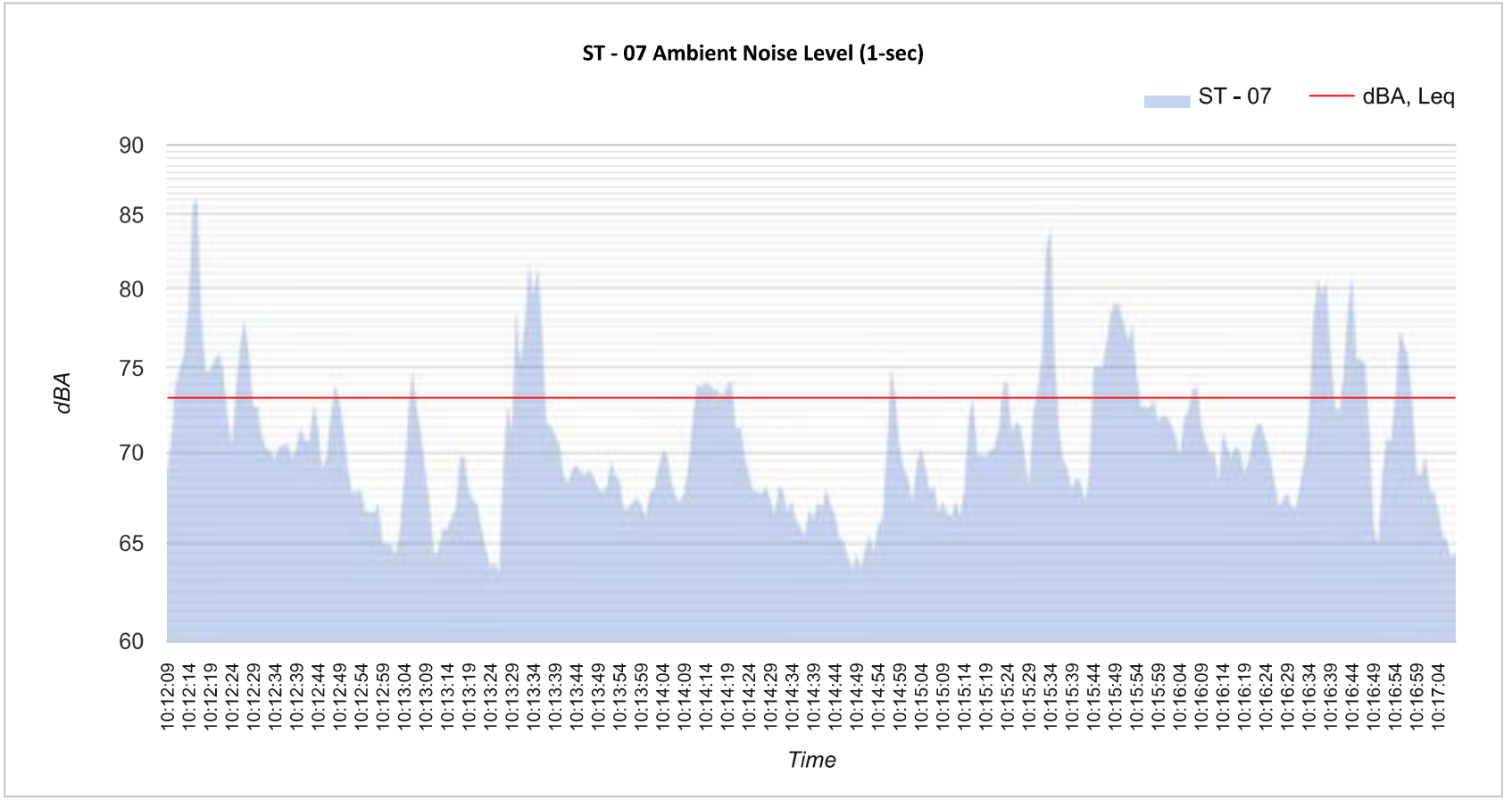


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 07	10:12 AM	10:18 AM	73.2	85.5	63.7	80.8	77.3	72.8	69.8	65.8

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-07 Butler + i40 (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	80 degrees, Sunny/Clear, Winds 5-10 mph	Traffic intersection, ~60'	
Site Id:	ST - 07	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-08 Butler + i40 (Busy Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001		Intersection, moderate/heavy traffic, No foot traffic
Site Address/Location:	Flagstaff, AZ		
Date:	06/20/2022		
Field Tech/Engineer:	Jordan Trubakoff		

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 08		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-08 Butler + i40 (Busy Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 08

Figure 1:



Figure 2:

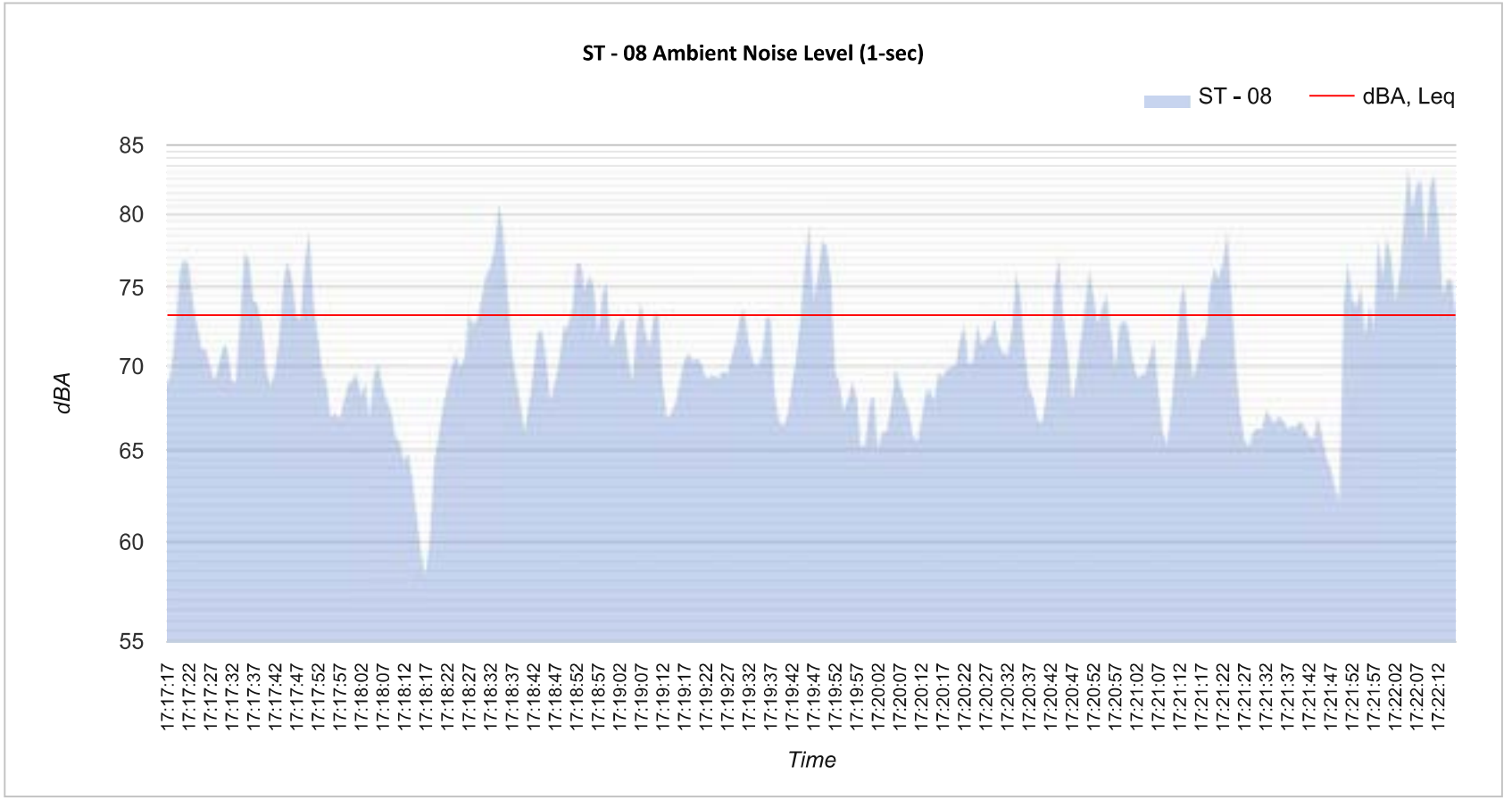


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 08	5:17 PM	5:23 PM	73.2	82.5	59.3	80.3	76.8	73.8	70.5	66.1

5-Minute Continuous Noise Measurement Datasheet - Cont.

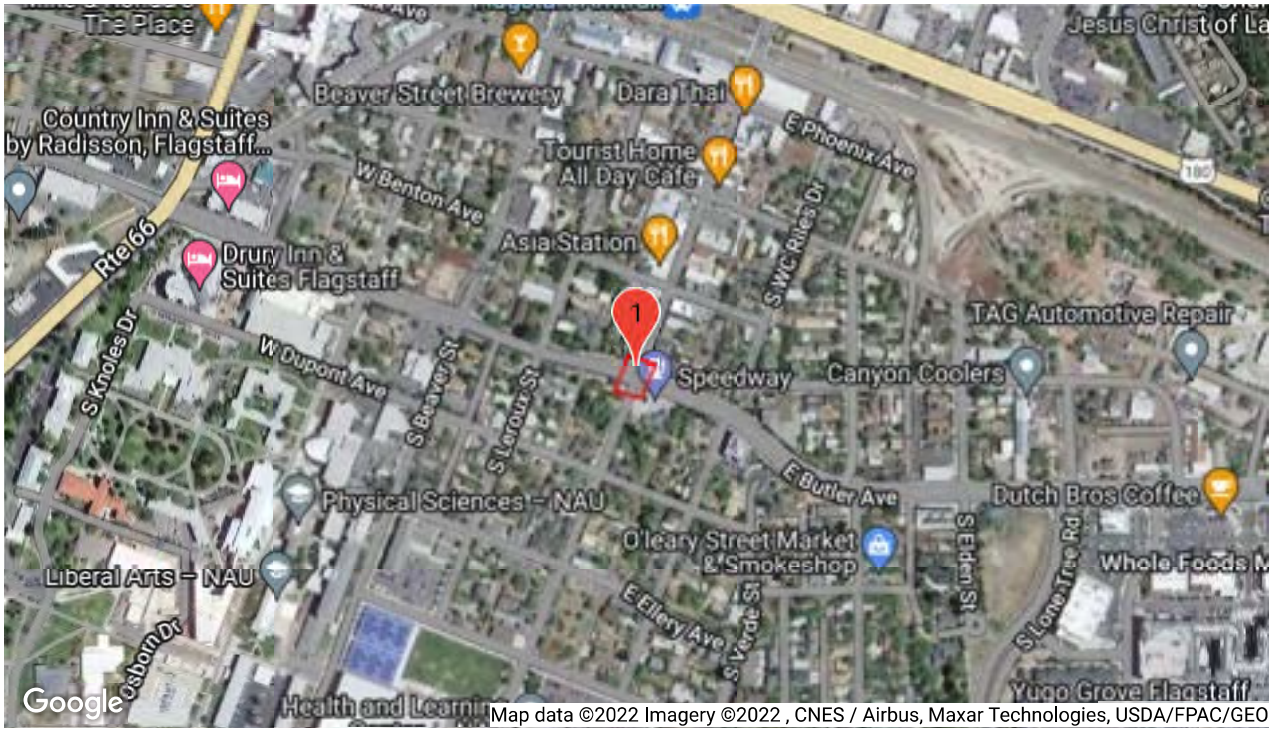
Project Name:	Ordinance: ST-08 Butler + i40 (Busy Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	77 degrees, Sunny/Clear, Winds 5-10mph	Rush hour Traffic intersection, ~40'	
Site Id:	ST - 08	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-09 Butler + San Francisco (Idle)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Intersection, moderate traffic.	
Site Address/Location:	Flagstaff, AZ		
Date:	06/15/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 9		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-09 Butler + San Francisco (Idle)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 9

Figure 1:



Figure 2:

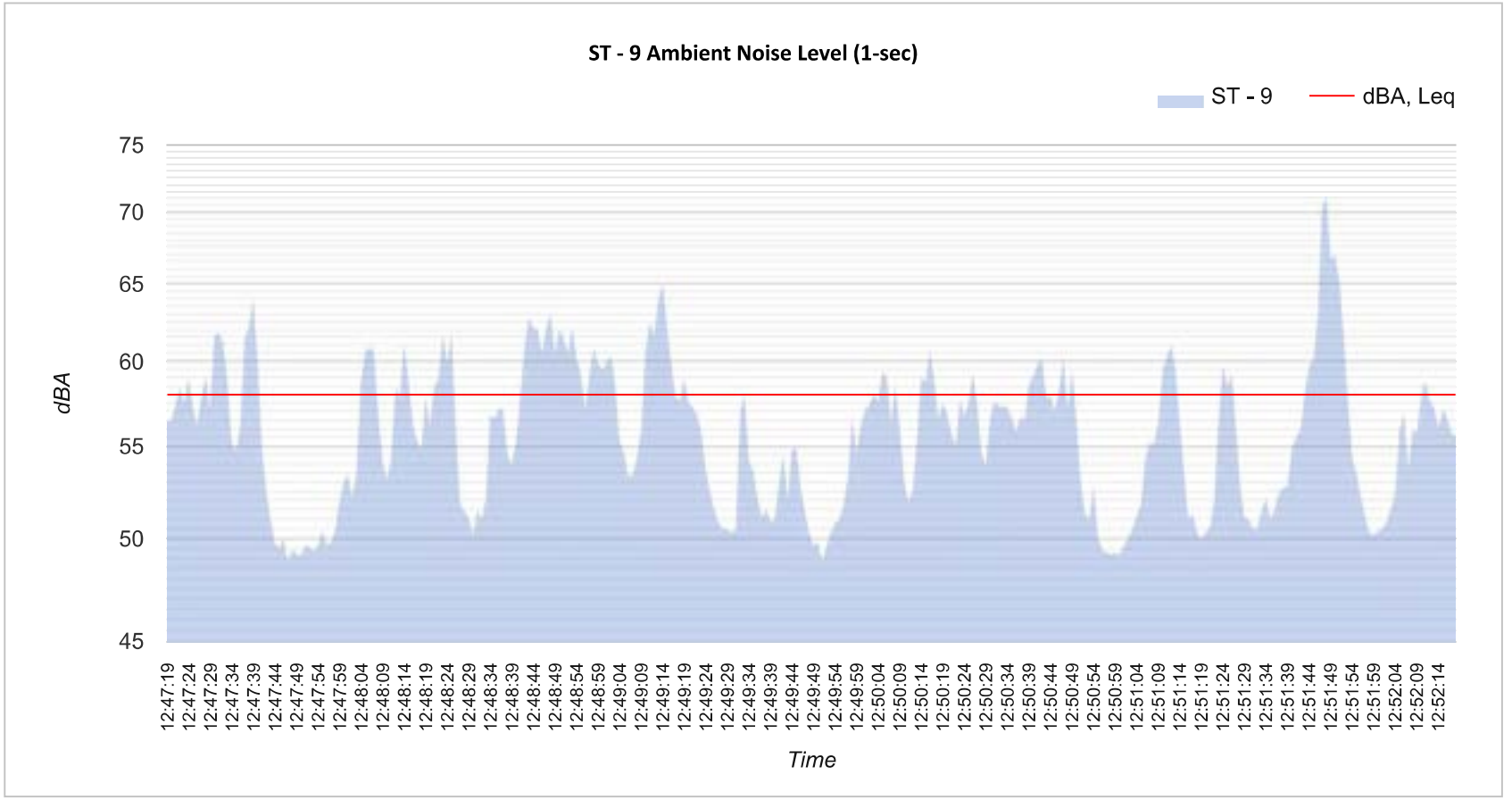


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 9	12:47 PM	12:53 PM	58	70.7	49.1	64	61.6	58.7	56.2	50.3

5-Minute Continuous Noise Measurement Datasheet - Cont.

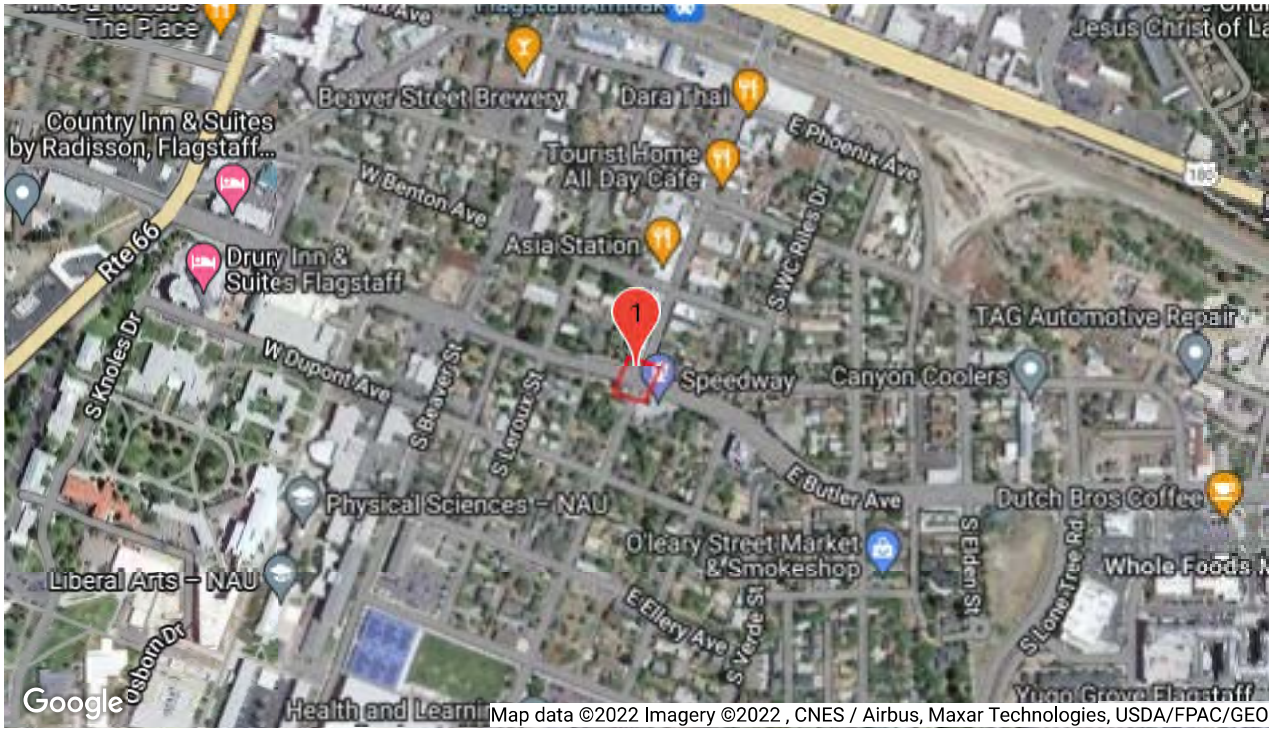
Project Name:	Ordinance: ST-09 Butler + San Francisco (Idle)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	83°, clear and sunny, winds 5-7 mph	Traffic intersection, ~40'	
Site Id:	ST - 9	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-10 Butler + San Francisco (Busy)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Moderate - Heavy Traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/15/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 10		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-10 Butler + San Francisco (Busy)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 10

Figure 1:



Figure 2:

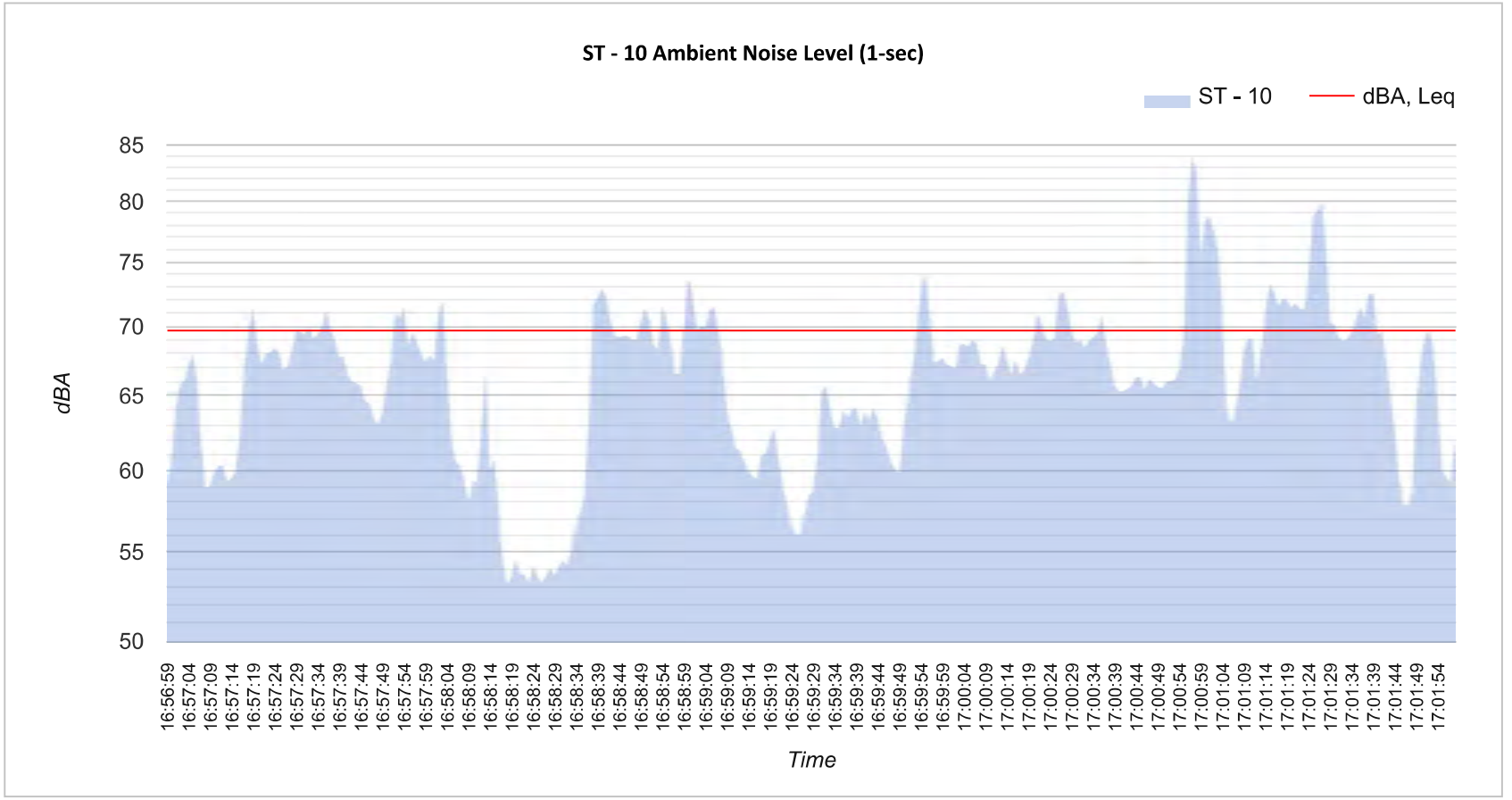


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 10	4:56 PM	5:02 PM	69.7	83.5	53.2	78.7	72.2	69.6	67.2	58.6

5-Minute Continuous Noise Measurement Datasheet - Cont.

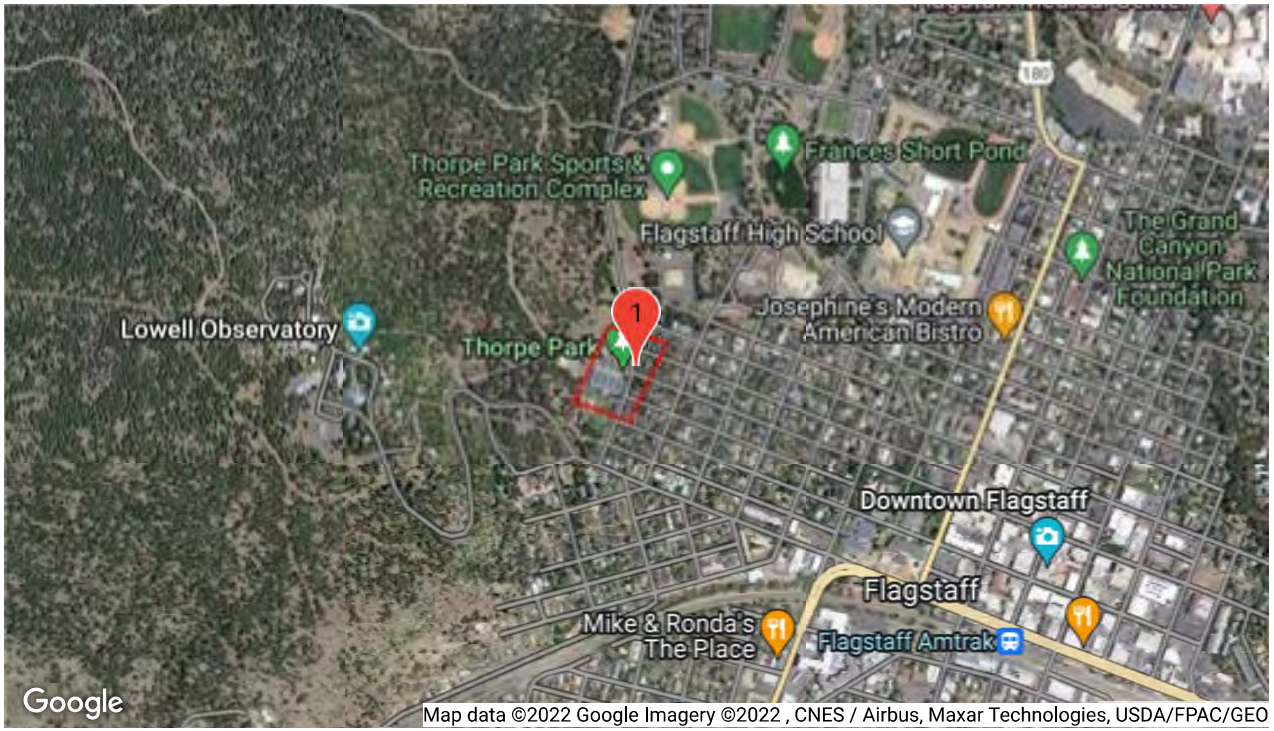
Project Name:	Ordinance: ST-10 Butler + San Francisco (Busy)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	84 degrees, Sunny/Clear, Winds 5 mph	Traffic intersection, ~30'
Site Id:	ST - 10	**Ground Type:**	Asphalt	



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-11 Thorpe Park (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Park/Residential	
Site Address/Location:	Flagstaff, AZ		
Date:	06/14/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 11		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-11 Thorpe Park (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 11

Figure 1:



Figure 2:

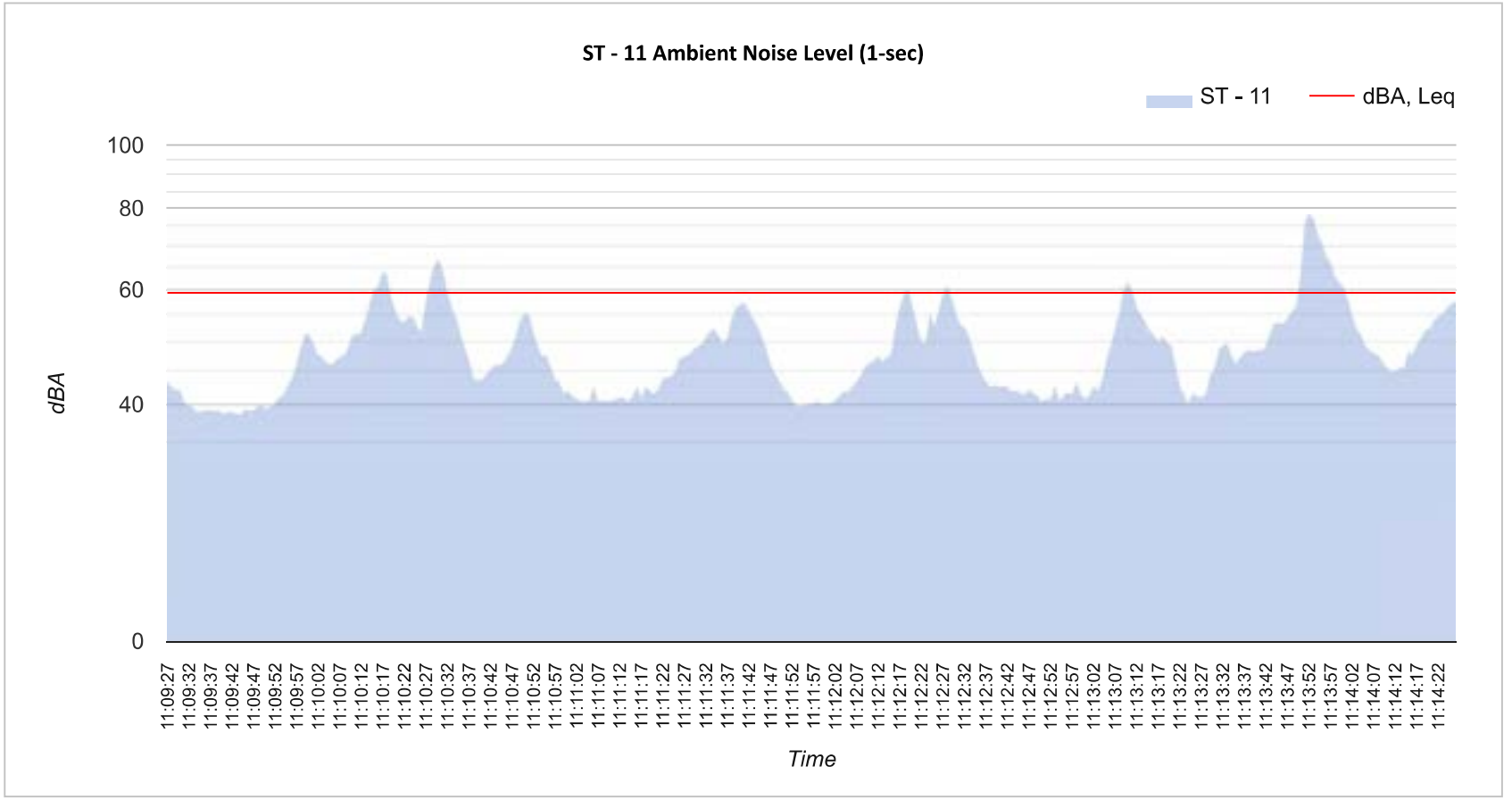


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 11	11:09 AM	11:15 AM	59.3	77.7	38.5	66.7	59.5	52.7	47.2	40.3

5-Minute Continuous Noise Measurement Datasheet - Cont.

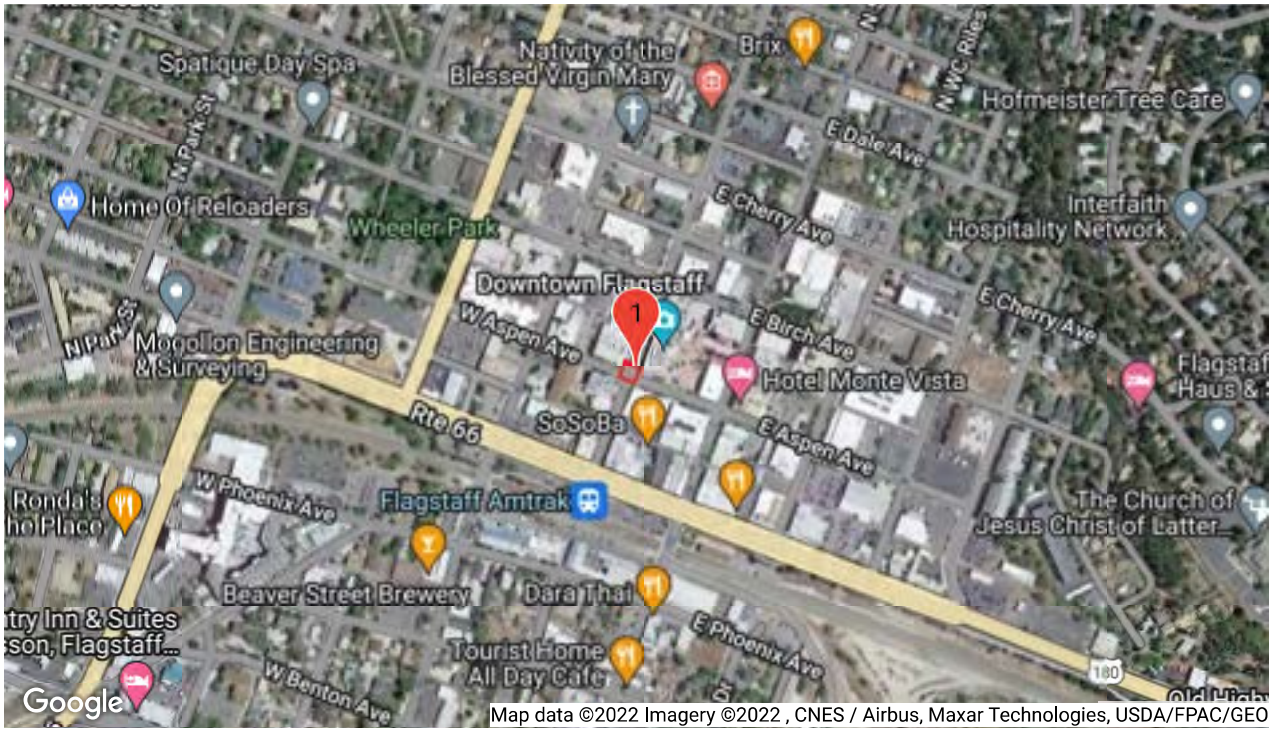
Project Name:	Ordinance: ST-11 Thorpe Park (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	73 degrees, Sunny/Clear, Winds 5-10mph	Park/Residential	
Site Id:	ST - 11	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-12 Leroux + Aspen (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Intersection Traffic, light-moderate traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/07/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 12		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-12 Leroux + Aspen (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 12

Figure 1:



Figure 2:

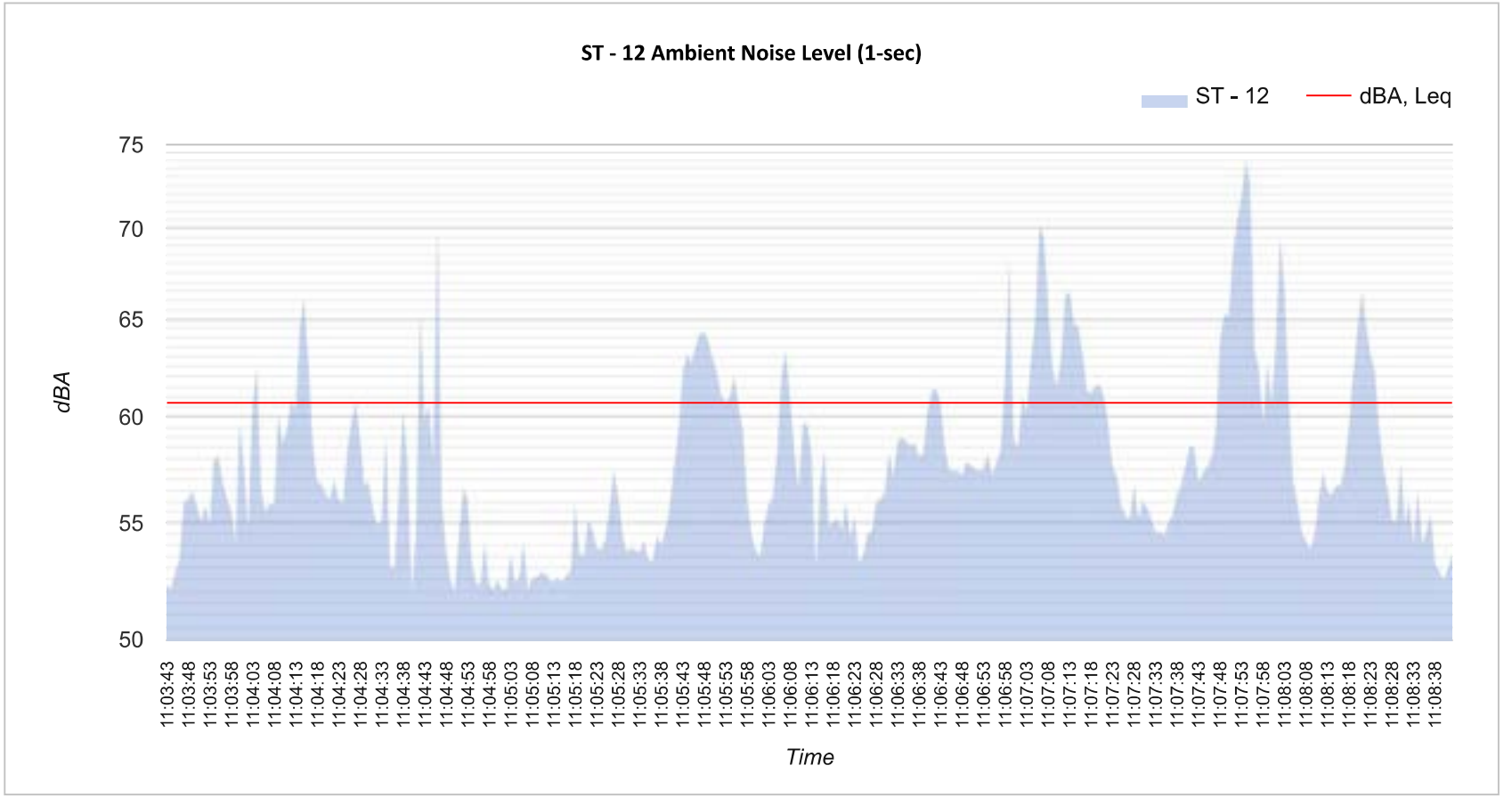


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 12	11:03 AM	11:09 AM	60.7	73.4	52.0	69.5	64.5	60.3	56.9	53

5-Minute Continuous Noise Measurement Datasheet - Cont.

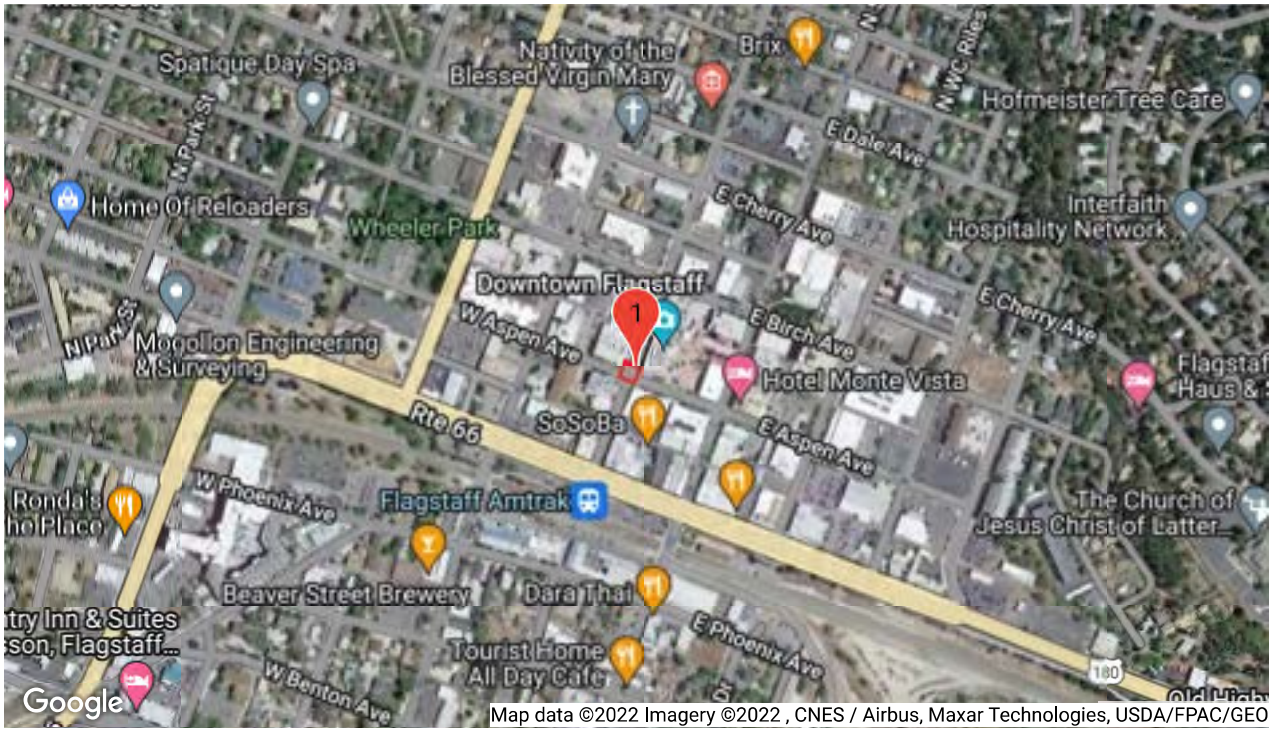
Project Name:	Ordinance: ST-12 Leroux + Aspen (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	79 degrees, Sunny/Clear, No Wind	Traffic intersection, ~45'	
Site Id:	ST - 12	**Ground Type:**	Asphalt		



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5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-13 Leroux + Aspen (Busy Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Intersection moderate traffic, heavy foot traffic, street performer, patio	
Site Address/Location:	Flagstaff, AZ		
Date:	06/04/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 13		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-13 Leroux + Aspen (Busy Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 13

Figure 1:



Figure 2:

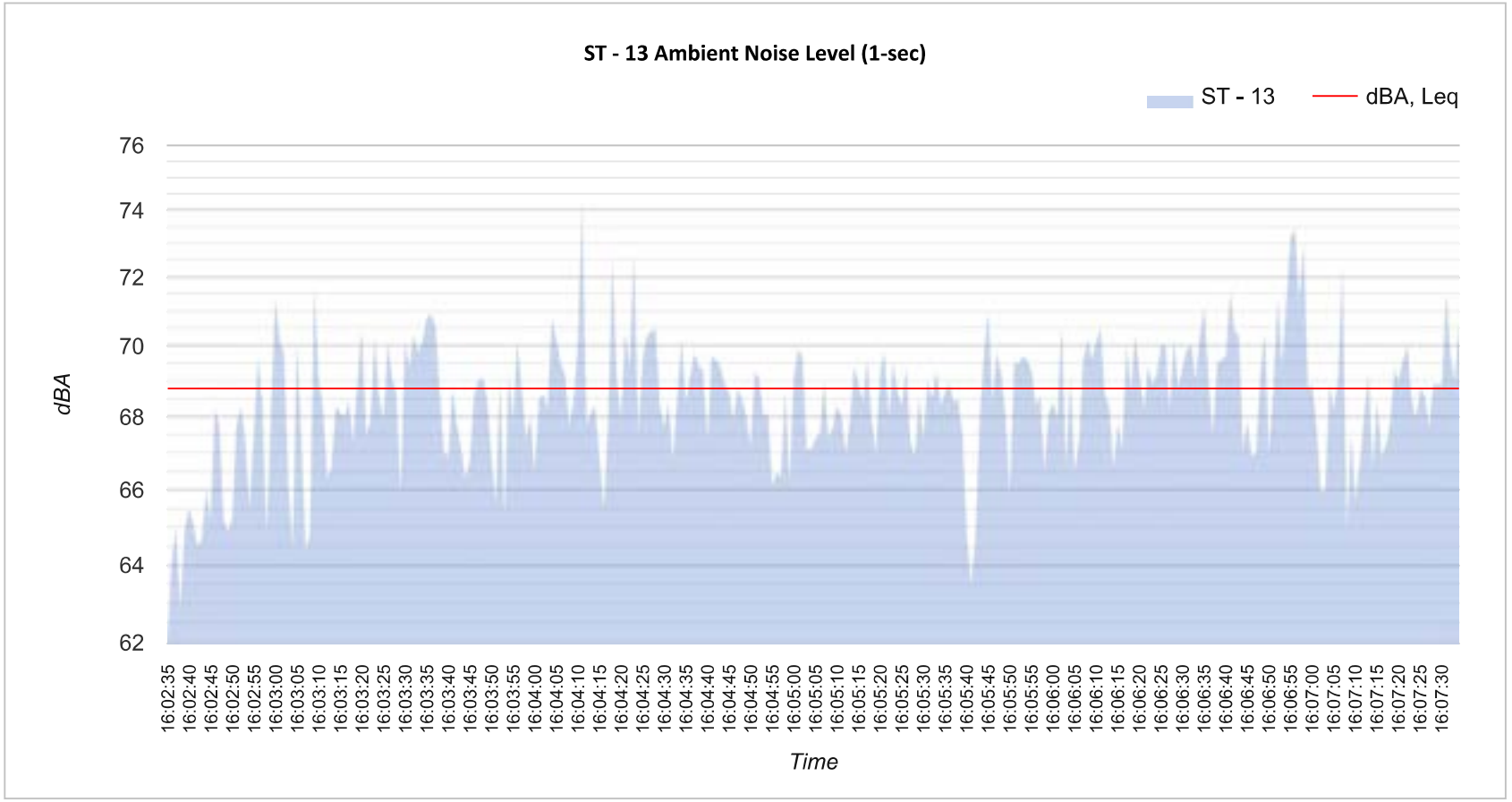


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 13	4:02 PM	4:08 PM	68.8	73.7	61.6	72.3	70.5	69.5	68.5	66

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-13 Leroux + Aspen (Busy Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	74 degrees, Partly Cloudy, Winds up to 12- 15 mph Traffic intersection, ~30'	
Site Id:	ST - 13	**Ground Type:**	Asphalt	



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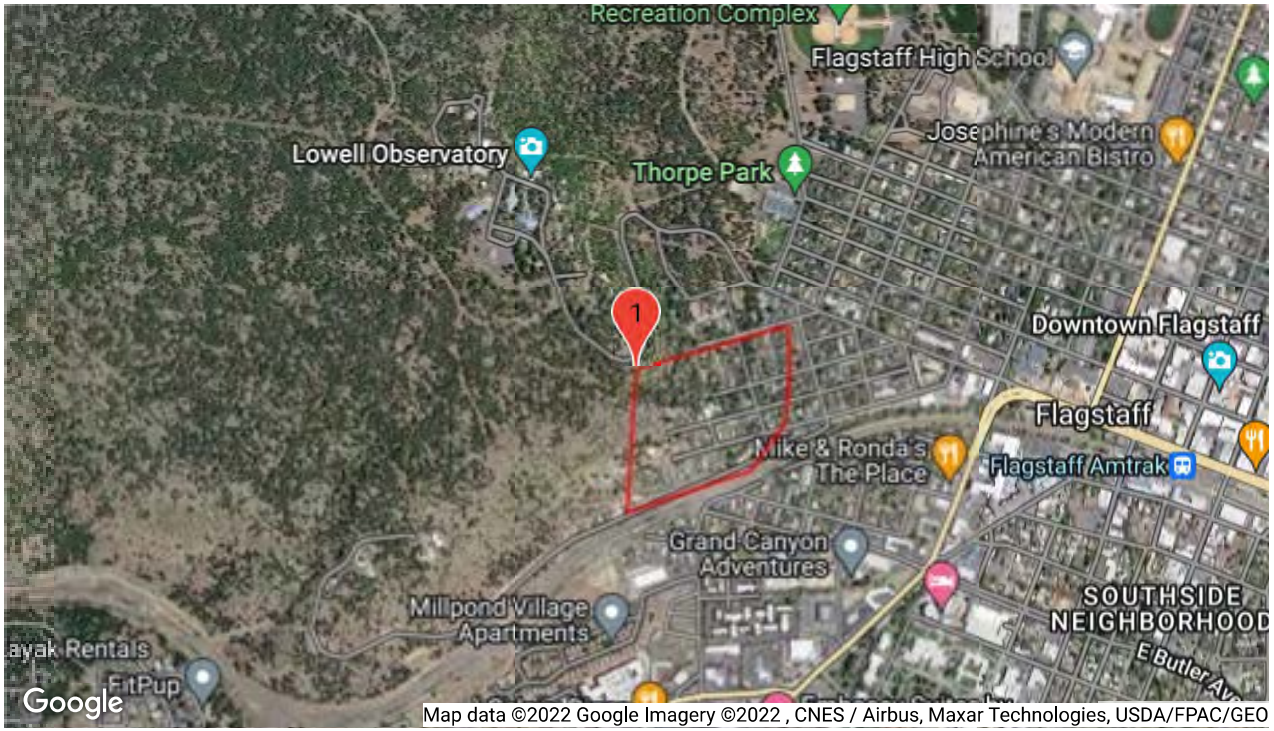
5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-14 Mars Hill (Idle Day)
Project: #/Name:	0357-2022-001
Site Address/Location:	Flagstaff, AZ
Date:	06/14/2022
Field Tech/Engineer:	Jordan Trubakoff

Site Observations:

No/Light traffic. Taken overlooking downtown and most of city

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 14		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-14 Mars Hill (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 14

Figure 1:



Figure 2:

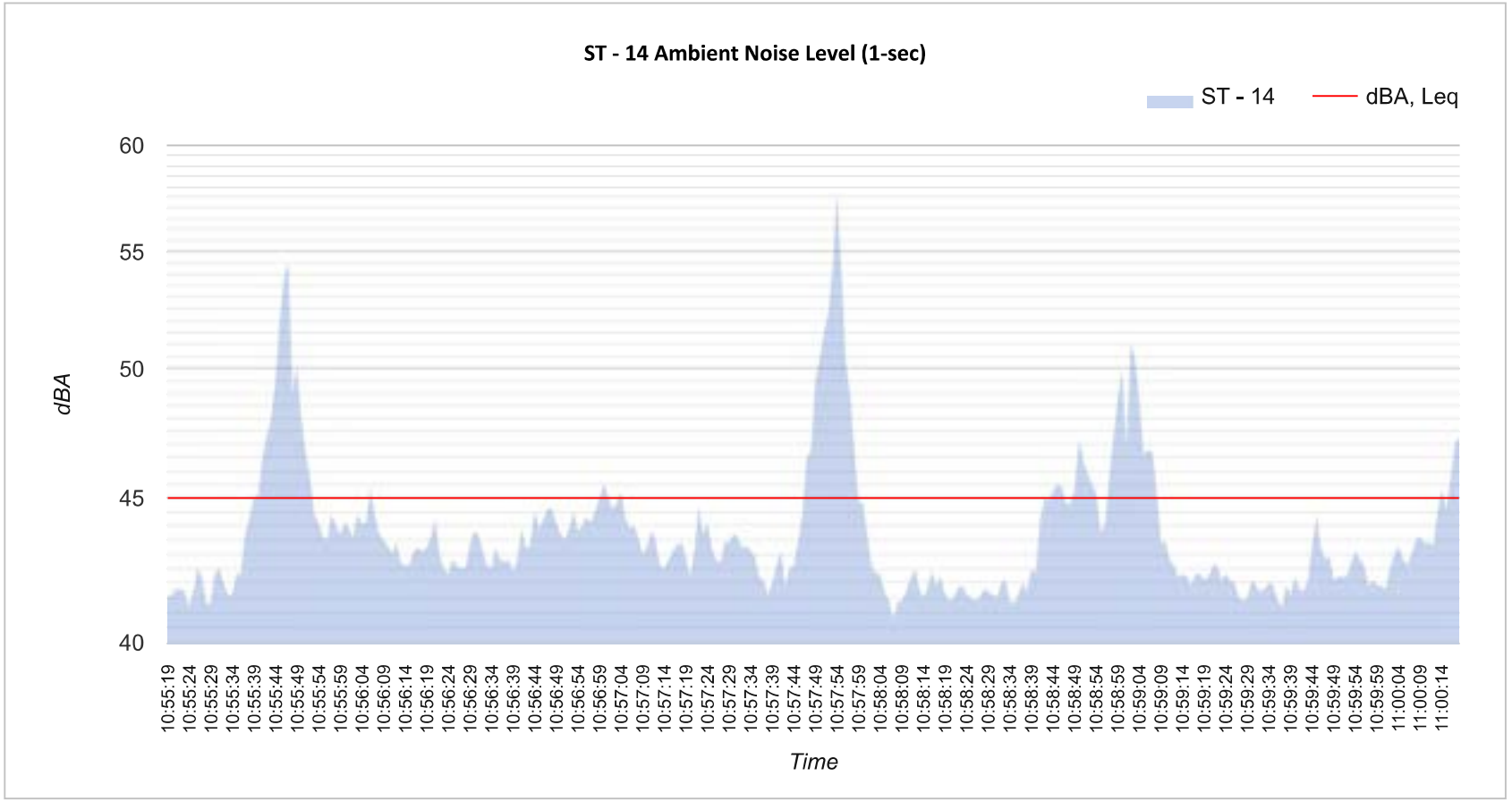


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 14	10:55 AM	11:01 AM	45	57.0	41.1	51.9	47.3	44.4	43.1	41.6

5-Minute Continuous Noise Measurement Datasheet - Cont.

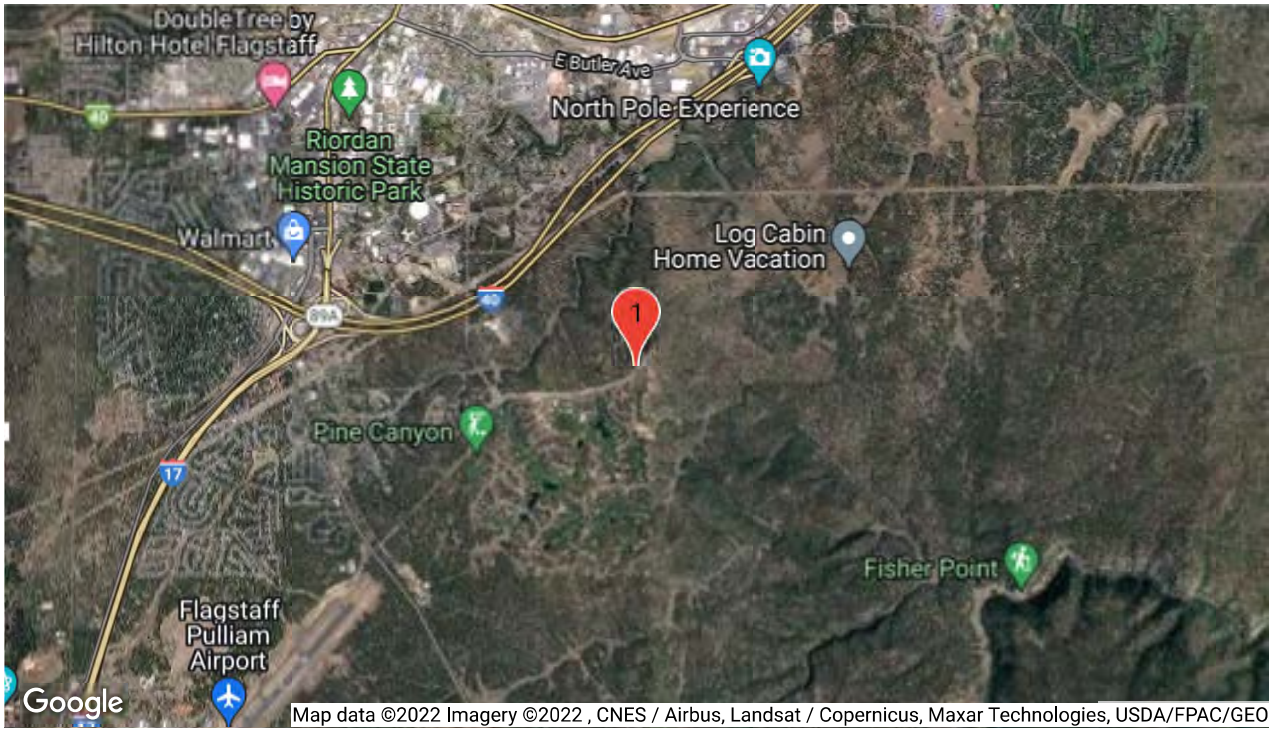
Project Name:	Ordinance: ST-14 Mars Hill (Idle Day)	**Site Topo:**	Hillside	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	73 degrees, Sunny/Clear, Winds 5-8mph	Ambient City	
Site Id:	ST - 14	**Ground Type:**	Grass/Gravel		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-15 Pine Canyon (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Residential + Construction	
Site Address/Location:	Flagstaff, AZ		
Date:	06/14/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 15		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-15 Pine Canyon (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 15

Figure 1:



Figure 2:

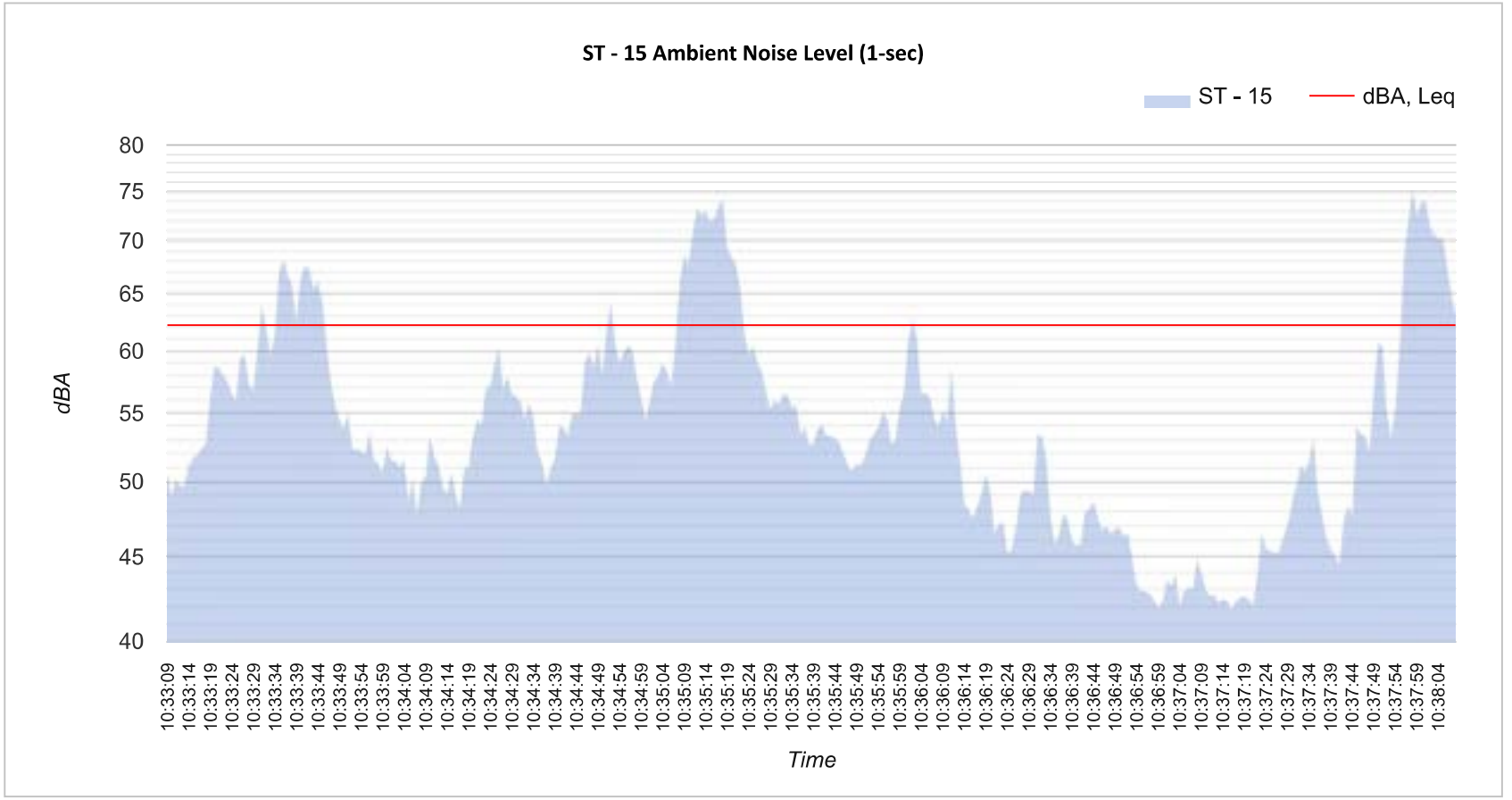


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 15	10:33 AM	10:39 AM	62.2	74.5	41.9	73	67.5	58.3	53.3	44.8

5-Minute Continuous Noise Measurement Datasheet - Cont.

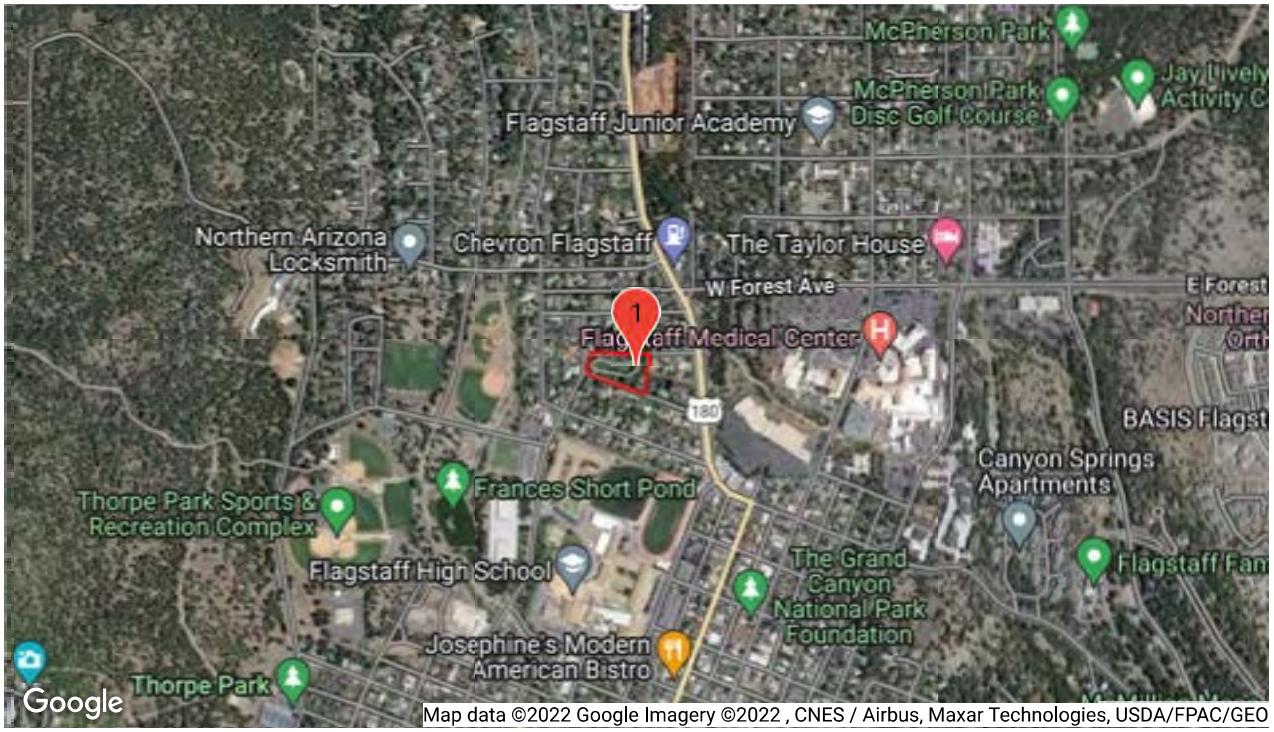
Project Name:	Ordinance: ST-15 Pine Canyon (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	72 degrees, Sunny/Clear, Winds 5-8mph	Ambient Residential/Construction	
Site Id:	ST - 15	**Ground Type:**	Asphalt		



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-16 Jim Collen Park (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001		Park/Residential
Site Address/Location:	Flagstaff, AZ		
Date:	06/14/2022		
Field Tech/Engineer:	Jordan Trubakoff		

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 16		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-16 Jim Collen Park (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 16

Figure 1:



Figure 2:

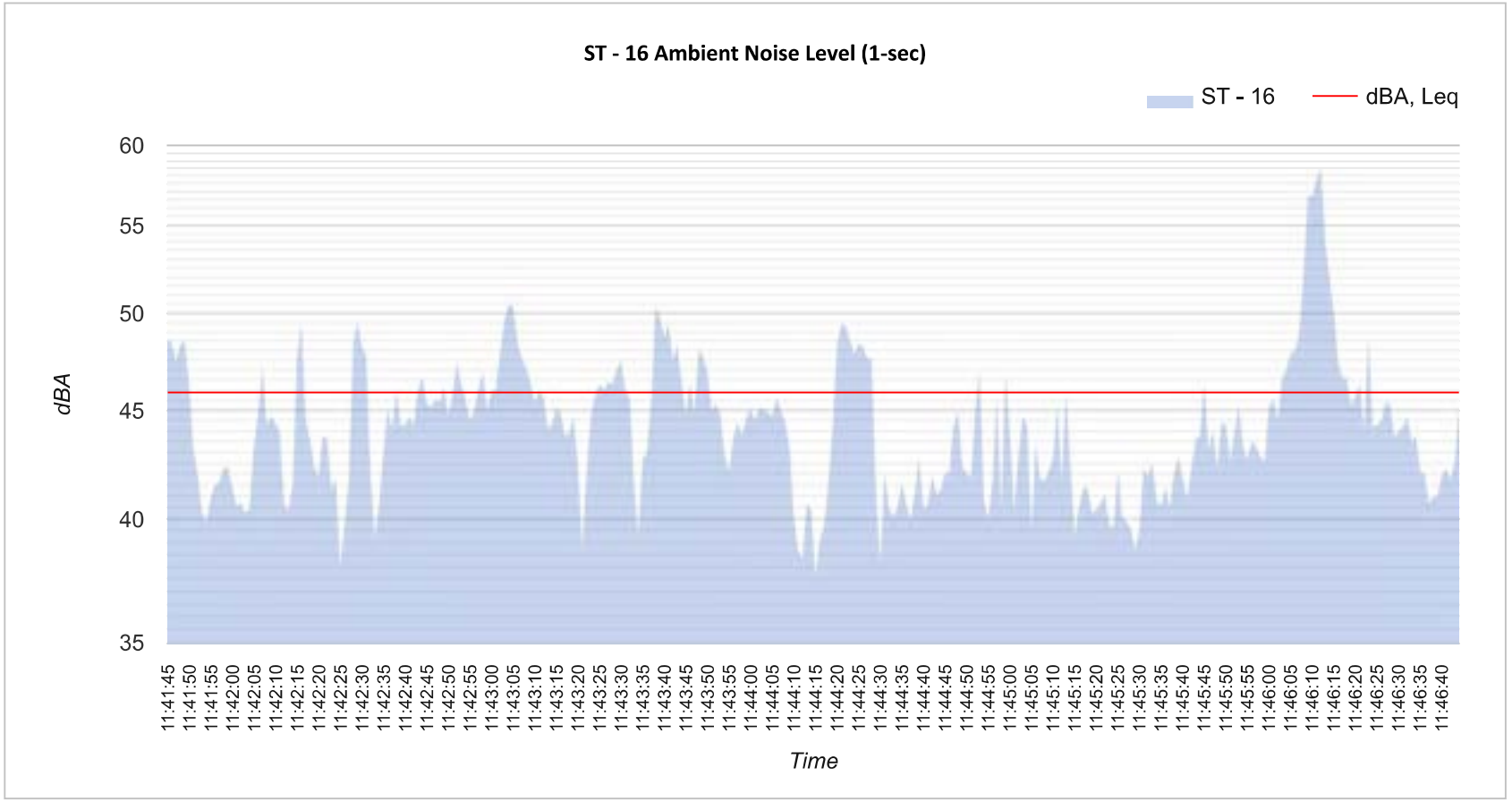


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 16	11:41 AM	11:47 AM	45.9	58.1	38.3	51.9	48.5	46	44.2	40.4

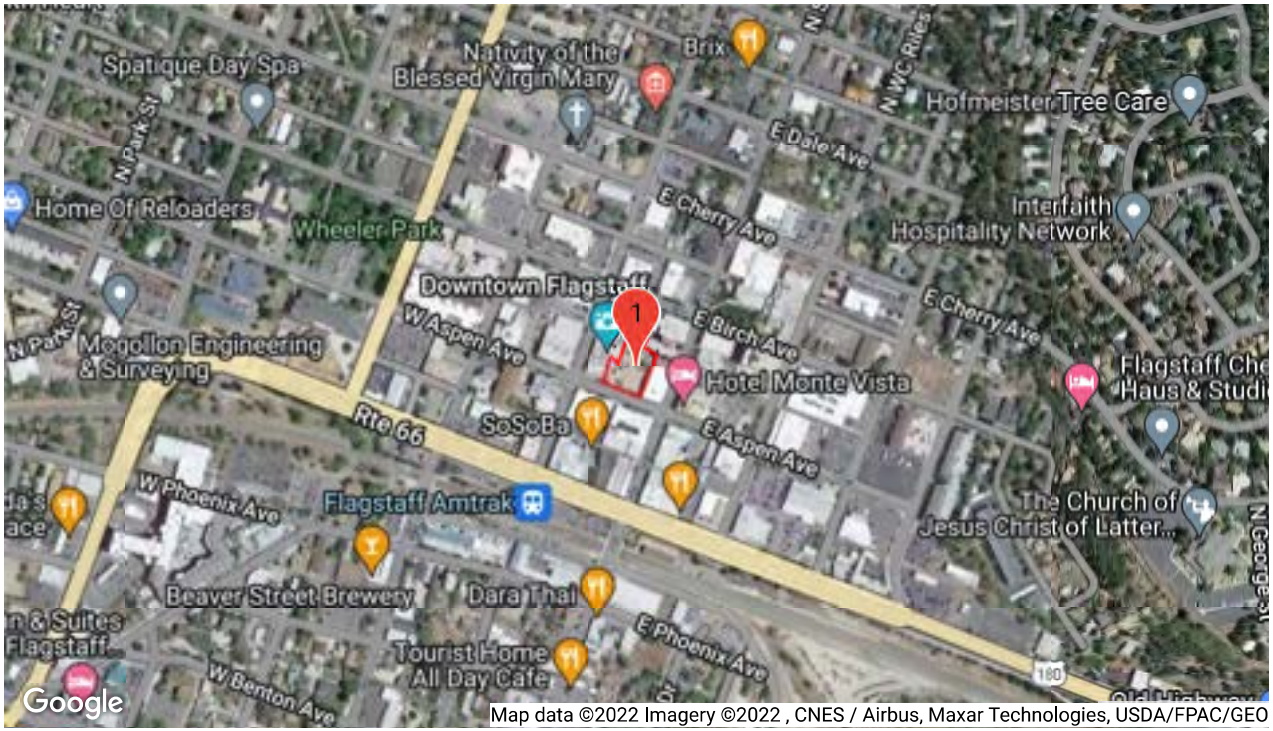
5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-16 Jim Collen Park (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	77 degrees, Sunny/Clear, Winds 5mph	Park/Residential
Site Id:	ST - 16	**Ground Type:**	Grass/Gravel	



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-17 Heritage Square (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	little to no foot traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/07/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 17		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-17 Heritage Square (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 17

Figure 1:



Figure 2:

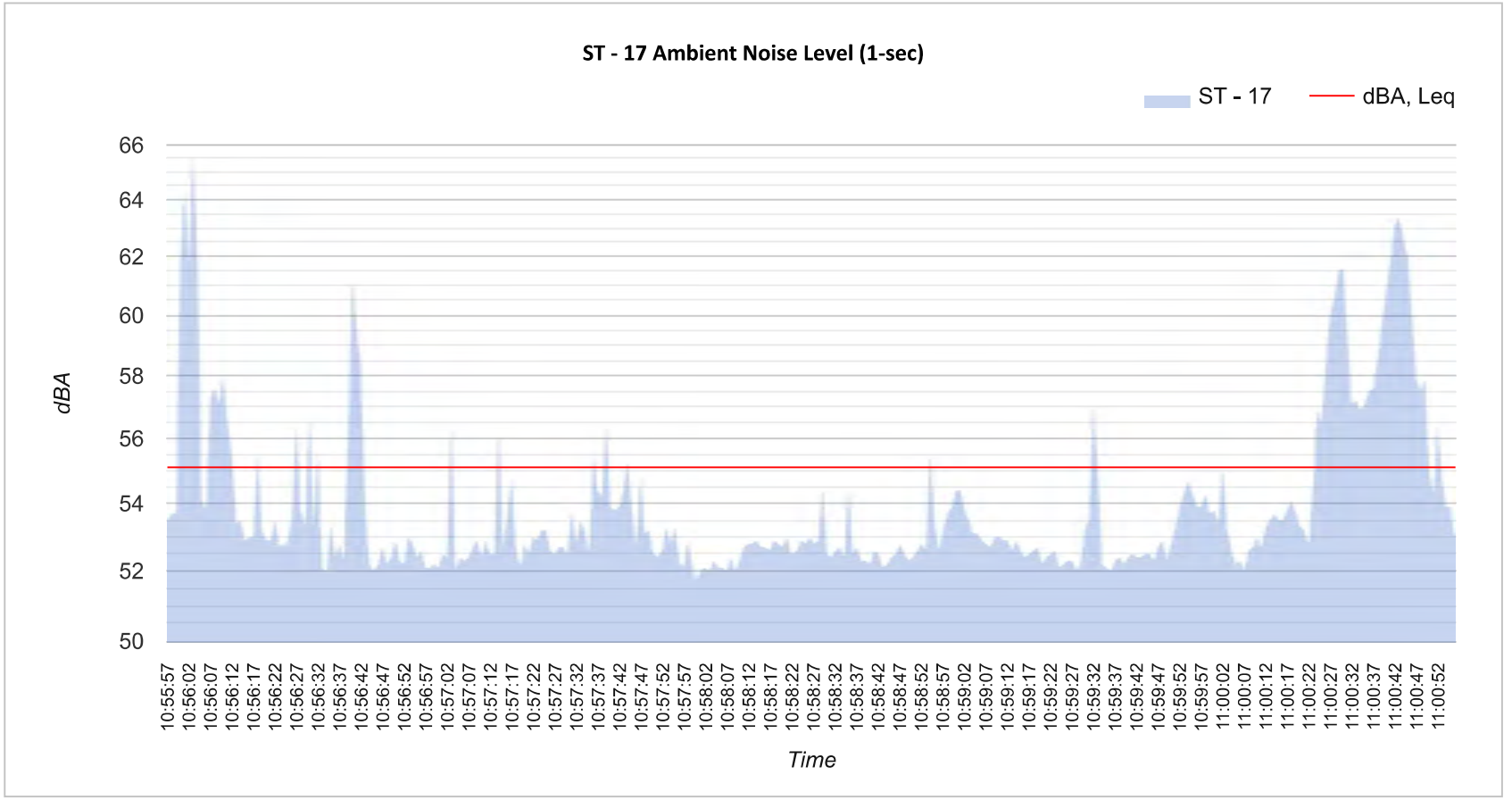


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 17	10:55 AM	11:01 AM	55.1	65.1	51.9	61.9	57.9	53.9	52.9	52.2

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-17 Heritage Square (Idle Day)	**Site Topo:**	Amphitheatre	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	79 degrees, Sunny/Clear, Winds 5-10mph	Foot Traffic
Site Id:	ST - 17	**Ground Type:**	Pavers	



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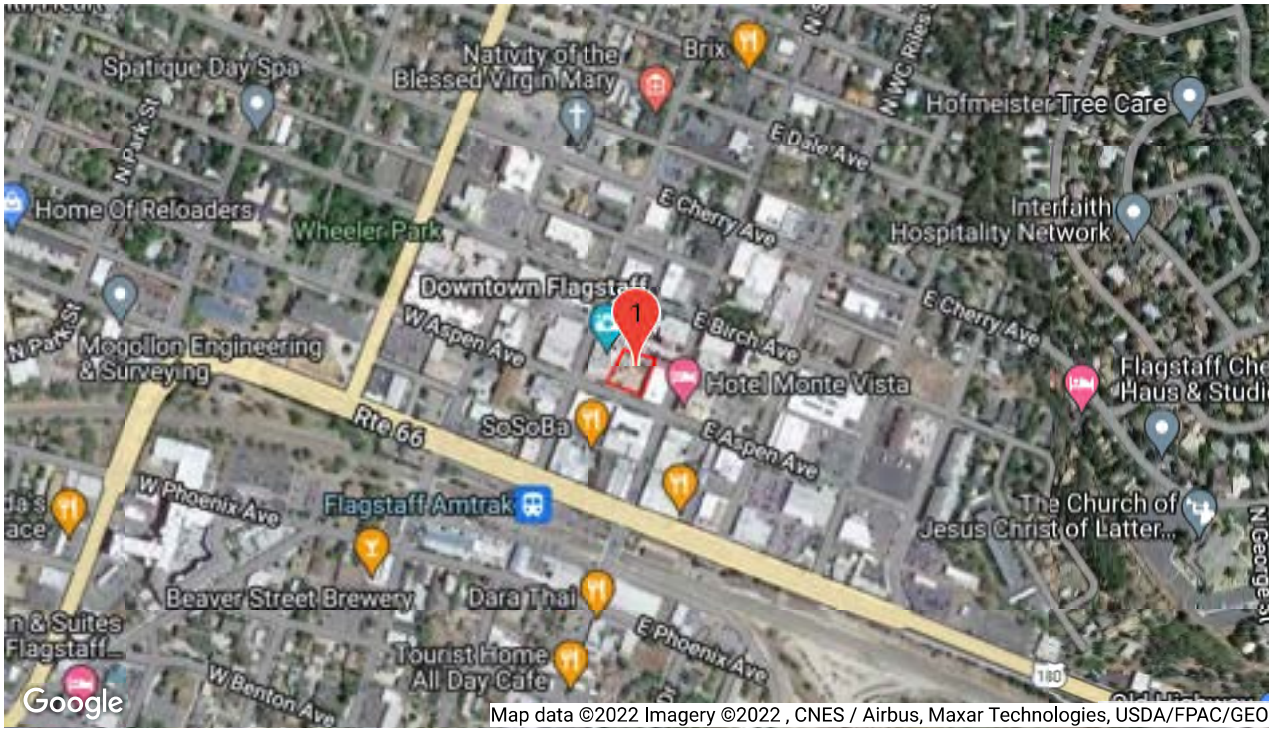
5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-18 Heritage Square (Busy Day)
Project: #/Name:	0357-2022-001
Site Address/Location:	Flagstaff, AZ
Date:	06/04/2022
Field Tech/Engineer:	Jordan Trubakoff

Site Observations:

Dj, 150-200 people, heavy foot traffic

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST 18 - Heritage Square (Busy)		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-18 Heritage Square (Busy Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST 18 - Heritage Square (Busy)

Figure 1:



Figure 2:

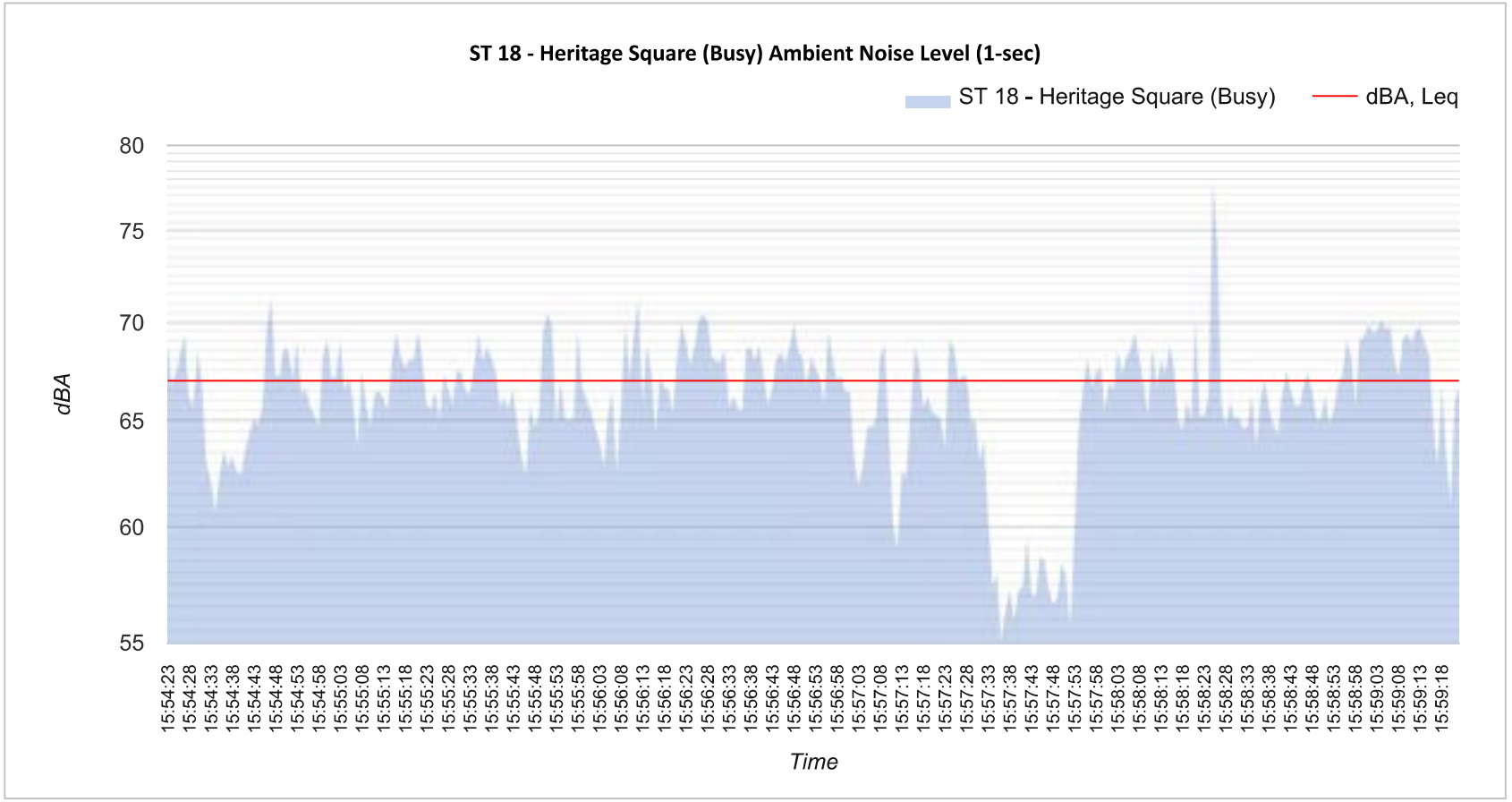


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST 18 - Heritage Square (Busy)	3:54 PM	4:00 PM	67	77.2	56.1	70.1	69.5	68.1	66.5	62.4

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-18 Heritage Square (Busy Day)	**Site Topo:**	Amphitheatre	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	74 Degrees, Light Clouds, Wind @ 10 mph	DJ and public, 80' from DJ
Site Id:	ST 18 - Heritage Square (Busy)	**Ground Type:**	Pavers	



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-19 Collins Irish Pub (Idle)	**Site Observations:**	
Project: #/Name:	0357-2022-001	20% capacity, light music, little to no foot/car traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/15/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 19		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-19 Collins Irish Pub (Idle)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 19

Figure 1:



Figure 2:

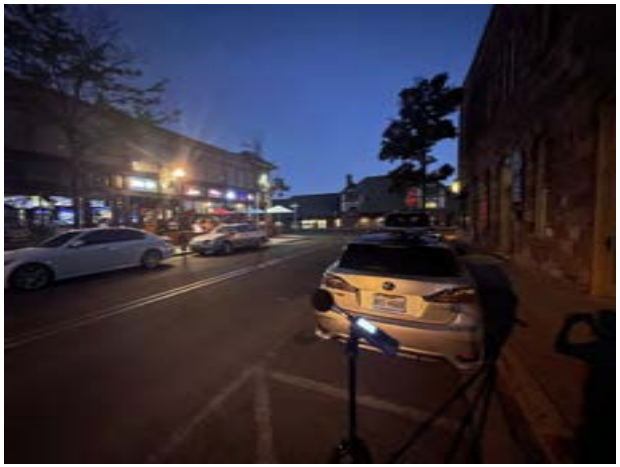
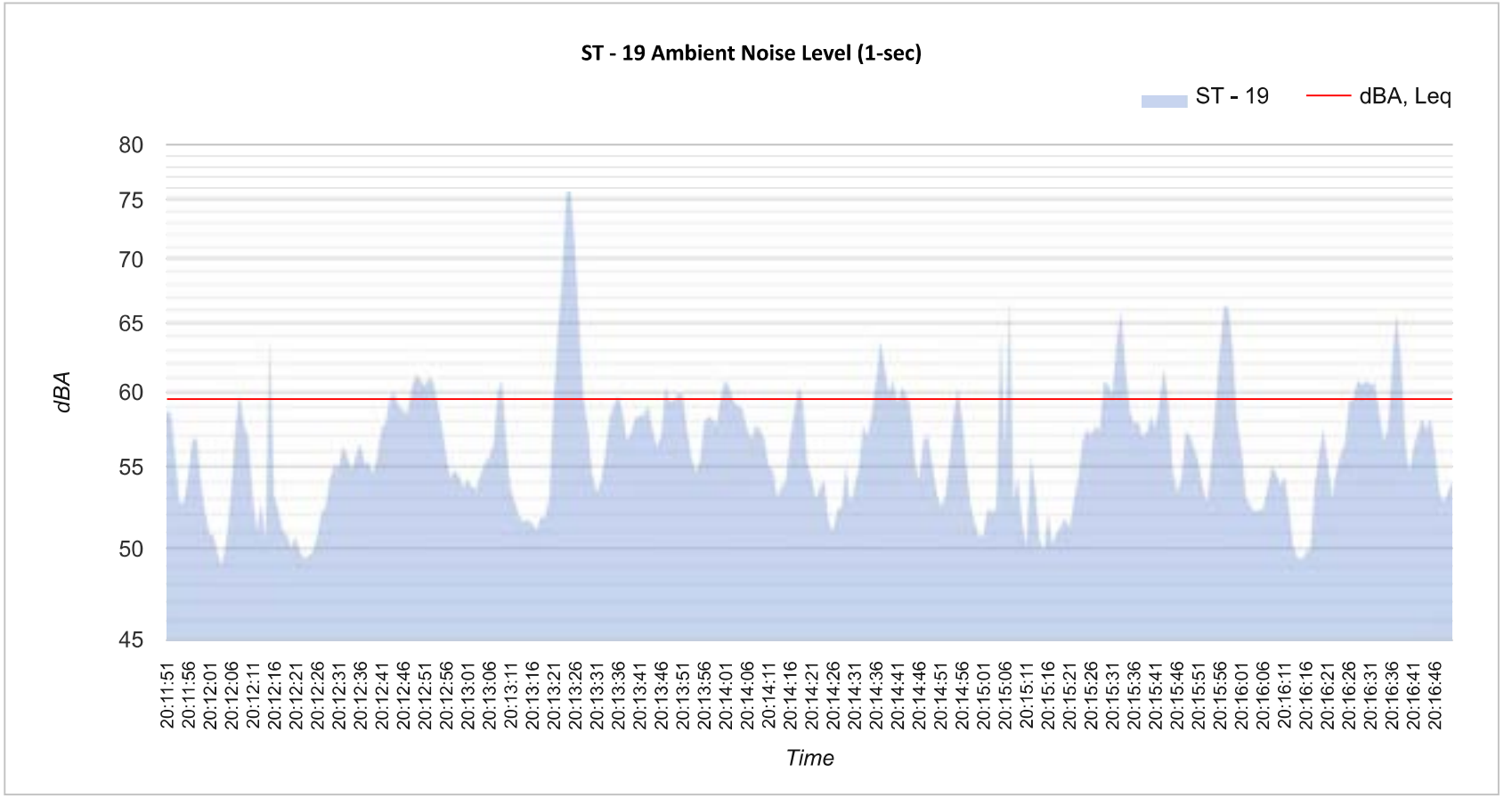


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 19	8:11 PM	8:17 PM	59.5	75.7	49.5	66	60.9	58.7	55.9	51.2

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-19 Collins Irish Pub (Idle)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	73 degrees, Clear, no wind	Bar, ~45'
Site Id:	ST - 19	**Ground Type:**	Asphalt	



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-20 Collins Irish Pub (Busy)
Project: #/Name:	0357-2022-001
Site Address/Location:	Flagstaff, AZ
Date:	06/17/2022
Field Tech/Engineer:	Jordan Trubakoff

Site Observations:

Moderate foot traffic, on patio, loud music 80% capacity. Needed to pause at one point because a bouncer approached me.

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 20		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-20 Collins Irish Pub (Busy)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 20

Figure 1:



Figure 2:

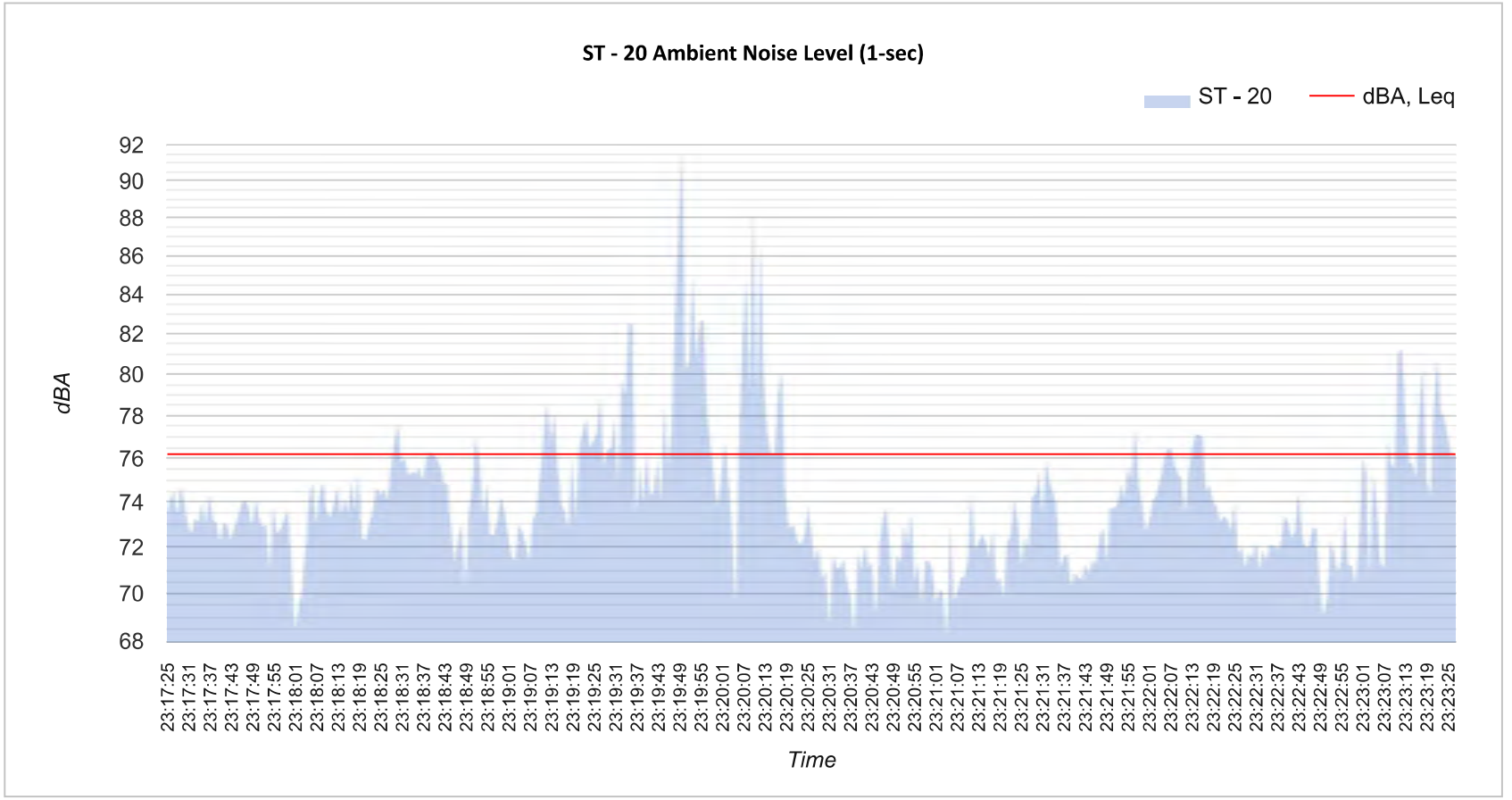


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 20	11:17 PM	11:24 PM	76.2	91.8	68.8	82.7	78.3	75.6	73.6	71

5-Minute Continuous Noise Measurement Datasheet - Cont.

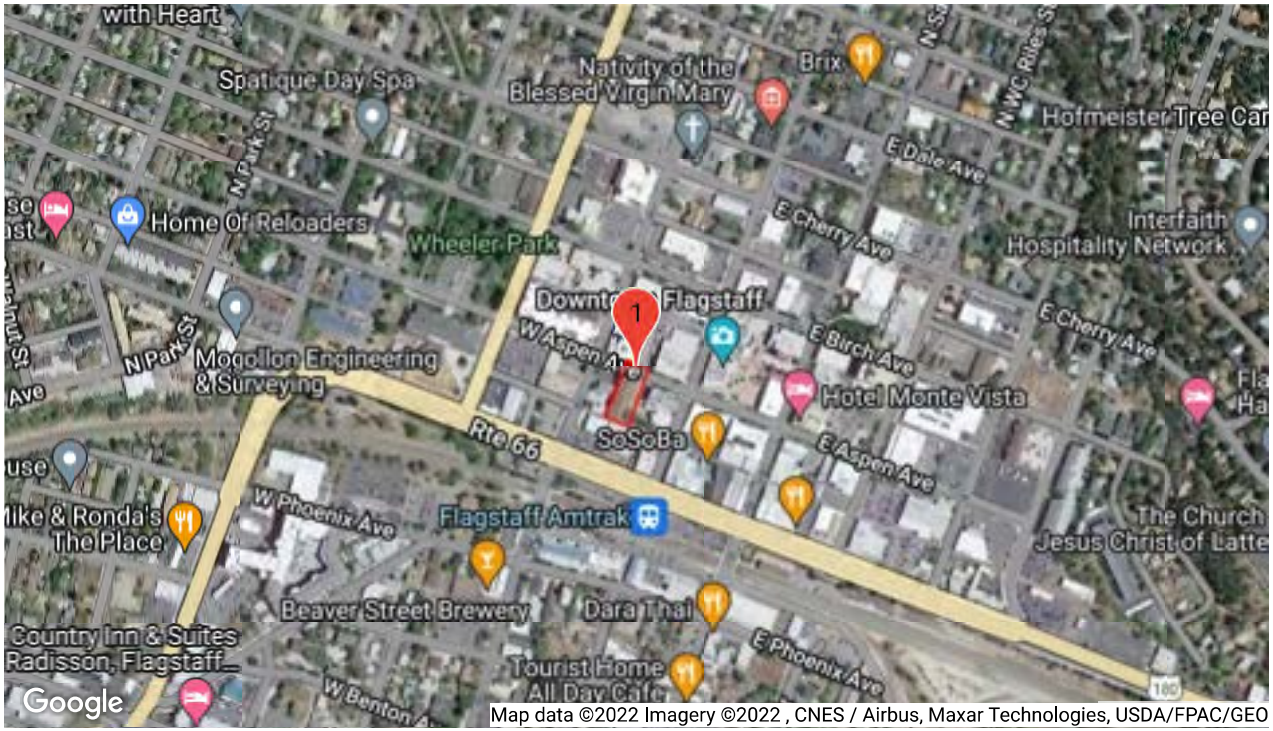
Project Name:	Ordinance: ST-20 Collins Irish Pub (Busy)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	64 degrees, Clear, No winds	Bar, ~50'
Site Id:	ST - 20	**Ground Type:**	Asphalt	



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-21 Orpheum (During Show Busy)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Moderate foot traffic, patios full to the east, live music inside the Orpheum	
Site Address/Location:	Flagstaff, AZ		
Date:	06/15/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 21		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-21 Orpheum (During Show Busy)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 21

Figure 1:

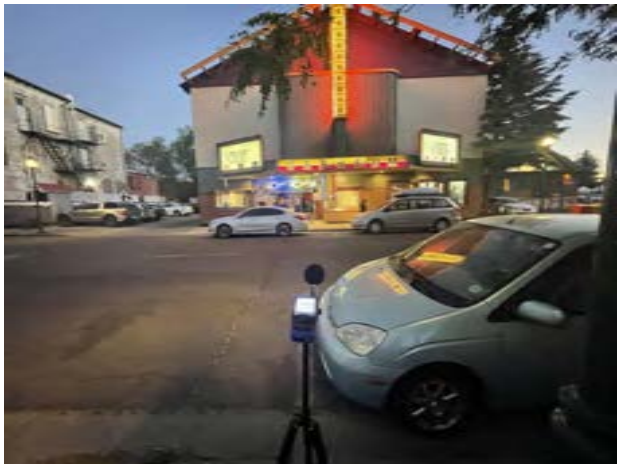


Figure 2:

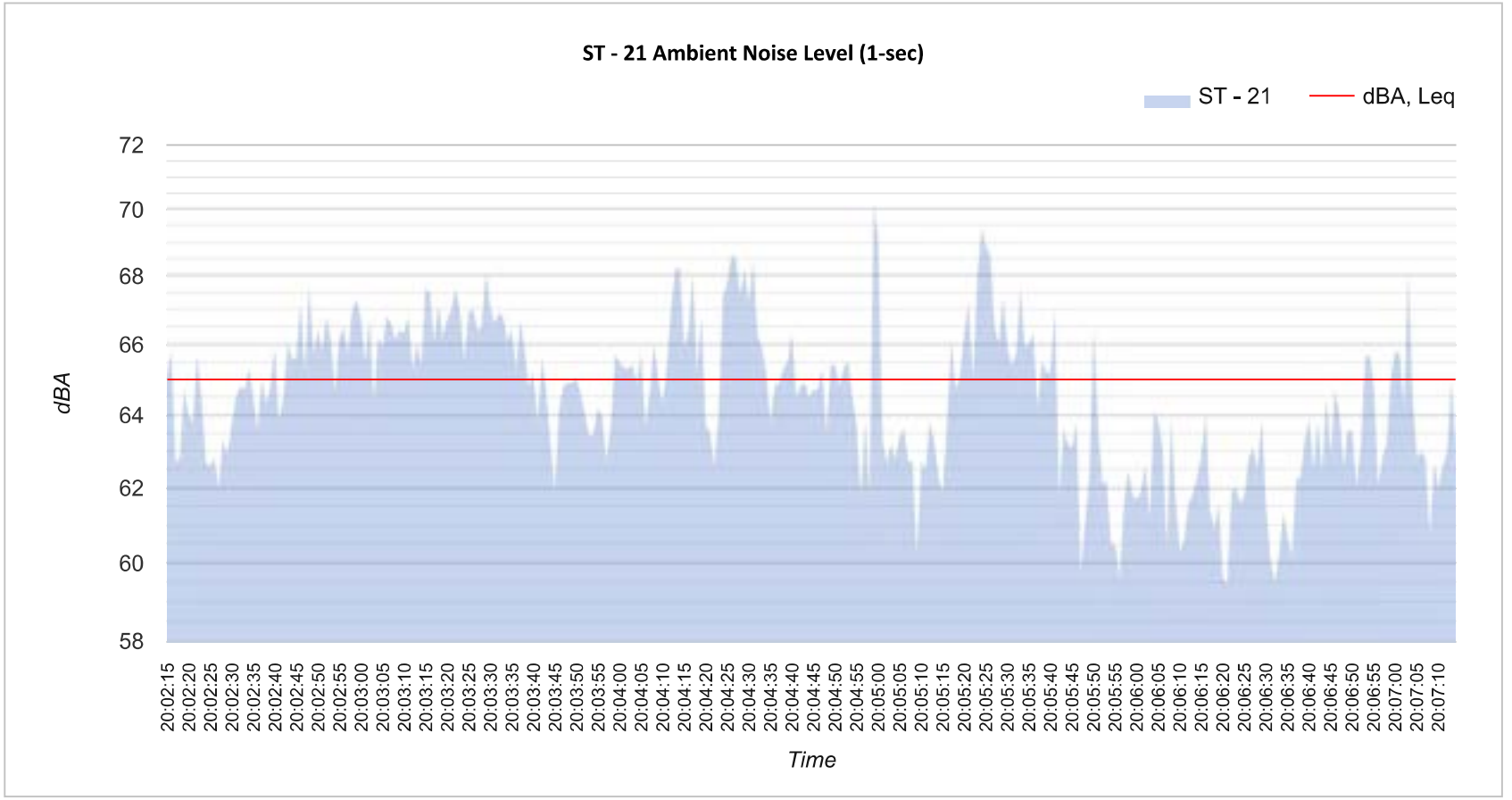


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 21	8:02 PM	8:08 PM	65	71.3	59.6	68.5	67.3	66	64.7	61.8

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-21 Orpheum (During Show Busy)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	73 degrees, Sunny/Clear, no wind	Live music venue, ~50'
Site Id:	ST - 21	**Ground Type:**	Asphalt	



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-22 Lumberyard Patio (Busy)	**Site Observations:**	
Project: #/Name:	0357-2022-001	90% full Patio 60-80 people, light music, moderate foot traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/04/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 22		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-22 Lumberyard Patio (Busy)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 22

Figure 1:



Figure 2:

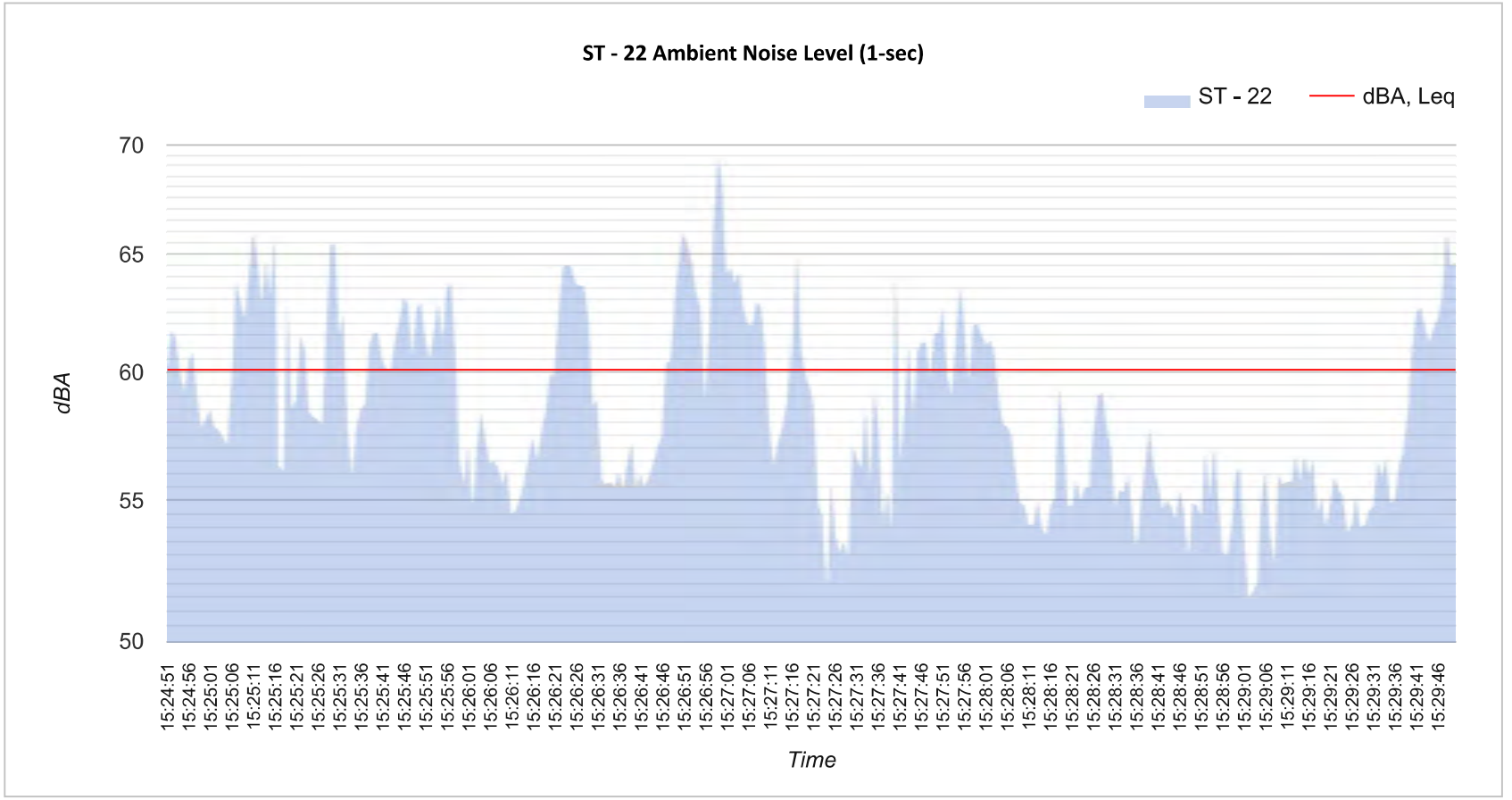


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 22	3:24 PM	3:30 PM	60.1	69.0	51.9	65.9	64	61.5	57.8	54.5

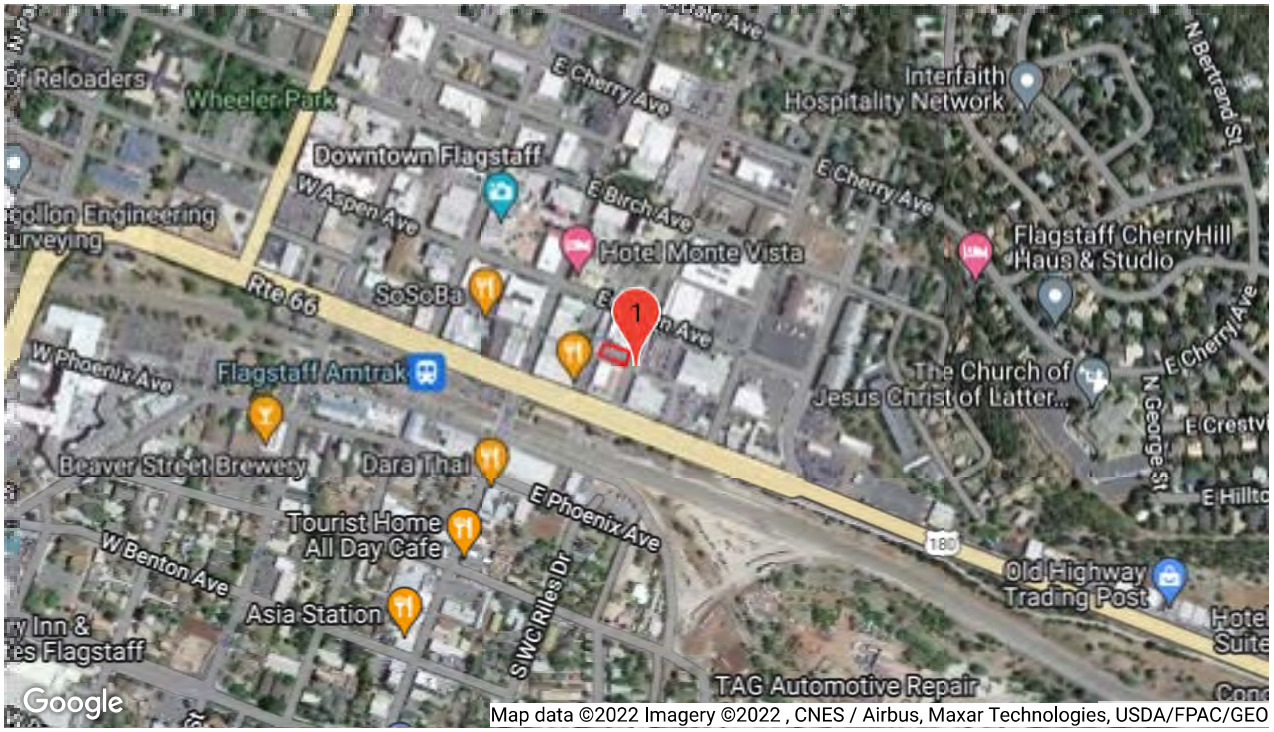
5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-22 Lumberyard Patio (Busy)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	80 degrees, Sunny/light clouds, Winds 10-15 mph	Patio, ~40'	
Site Id:	ST - 22	**Ground Type:**	Asphalt		



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-23 Yucca North (During Show Busy)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Moderate foot traffic, smokers outside, live music inside	
Site Address/Location:	Flagstaff, AZ		
Date:	06/17/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 23		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-23 Yucca North (During Show Busy)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 23

Figure 1:



Figure 2:

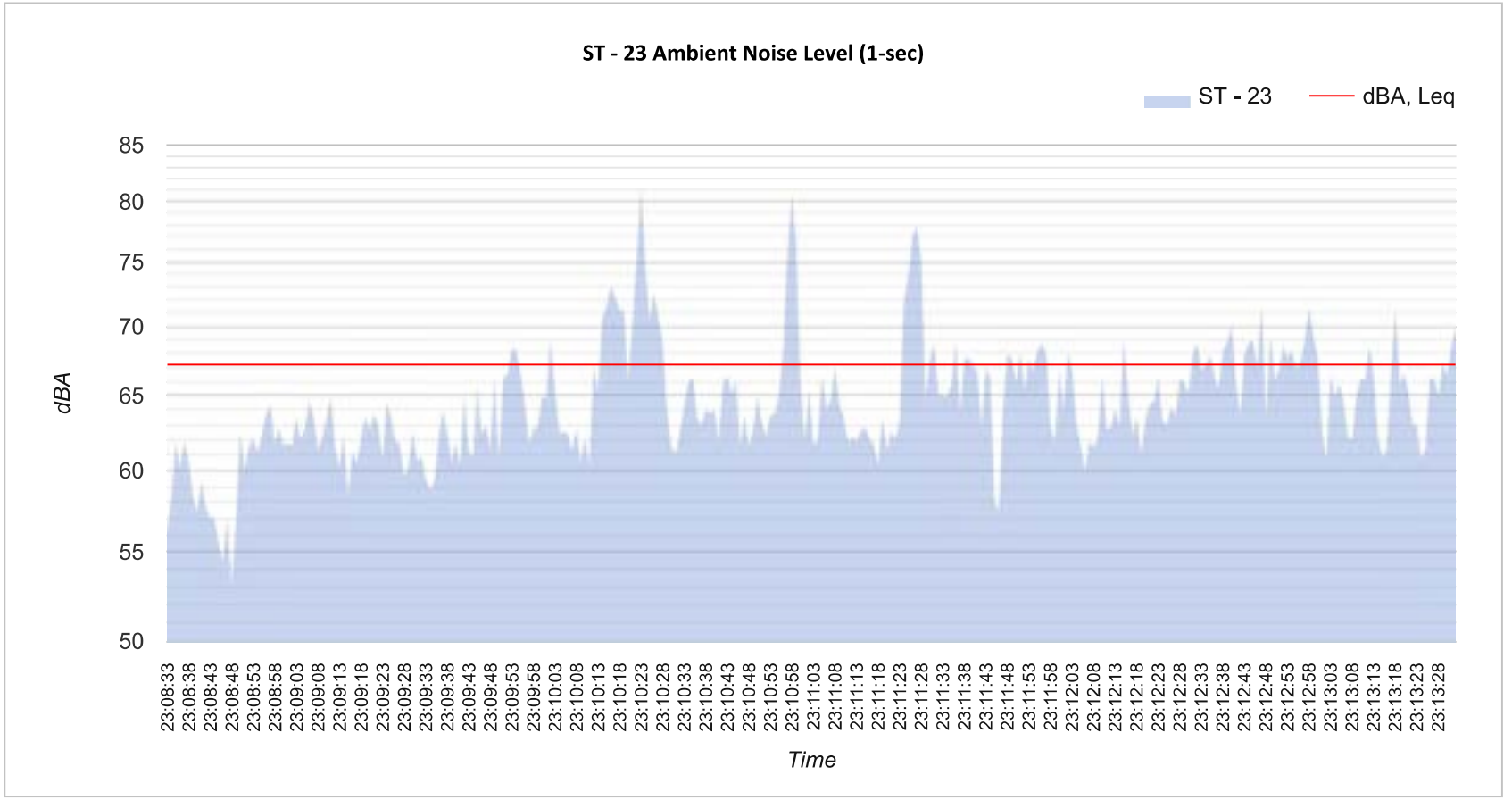


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 23	11:08 PM	11:14 PM	67.2	79.6	54.5	75.4	70	66.7	64	60.6

5-Minute Continuous Noise Measurement Datasheet - Cont.

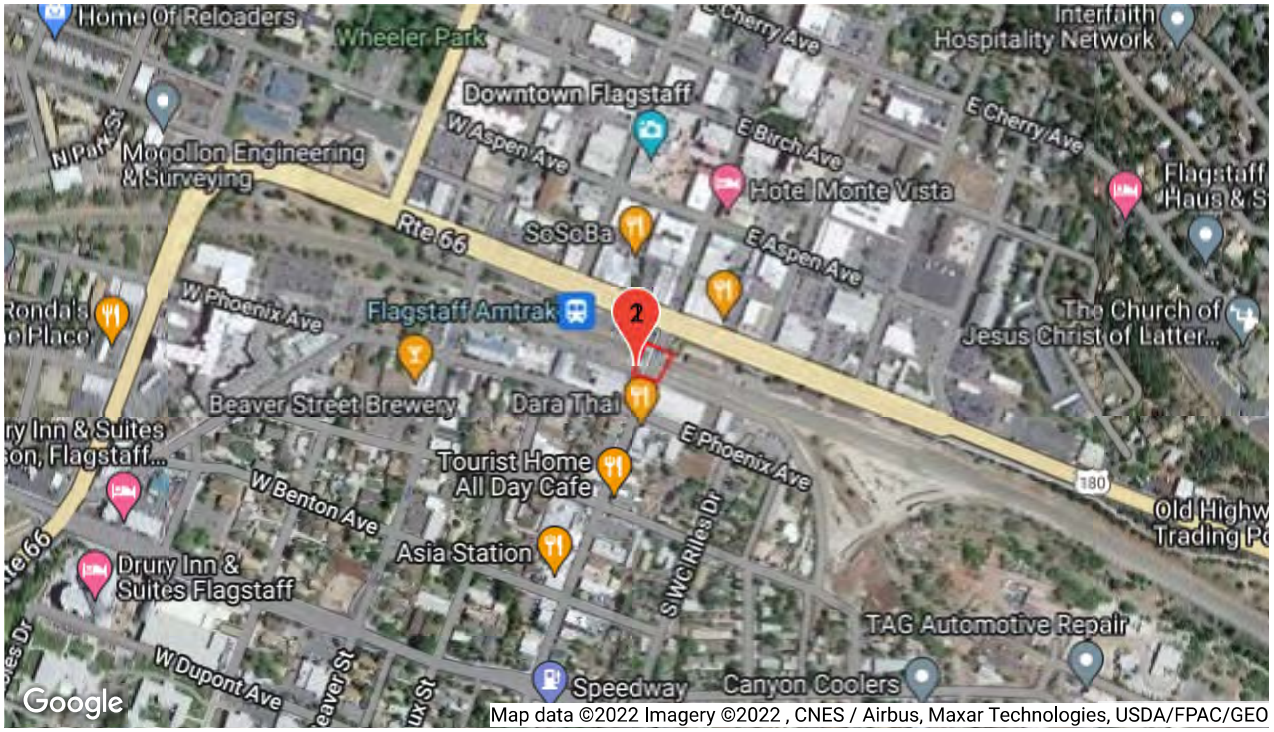
Project Name:	Ordinance: ST-23 Yucca North (During Show Busy)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	64 degrees, Clear, No wind	Venue/Bar ~40'	
Site Id:	ST - 23	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-24 SW Train Xing San Francisco (No Train)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Moderate foot traffic, No train	
Site Address/Location:	Flagstaff, AZ		
Date:	06/15/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 24		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-24 SW Train Xing San Francisco (No Train)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 24

Figure 1:



Figure 2:

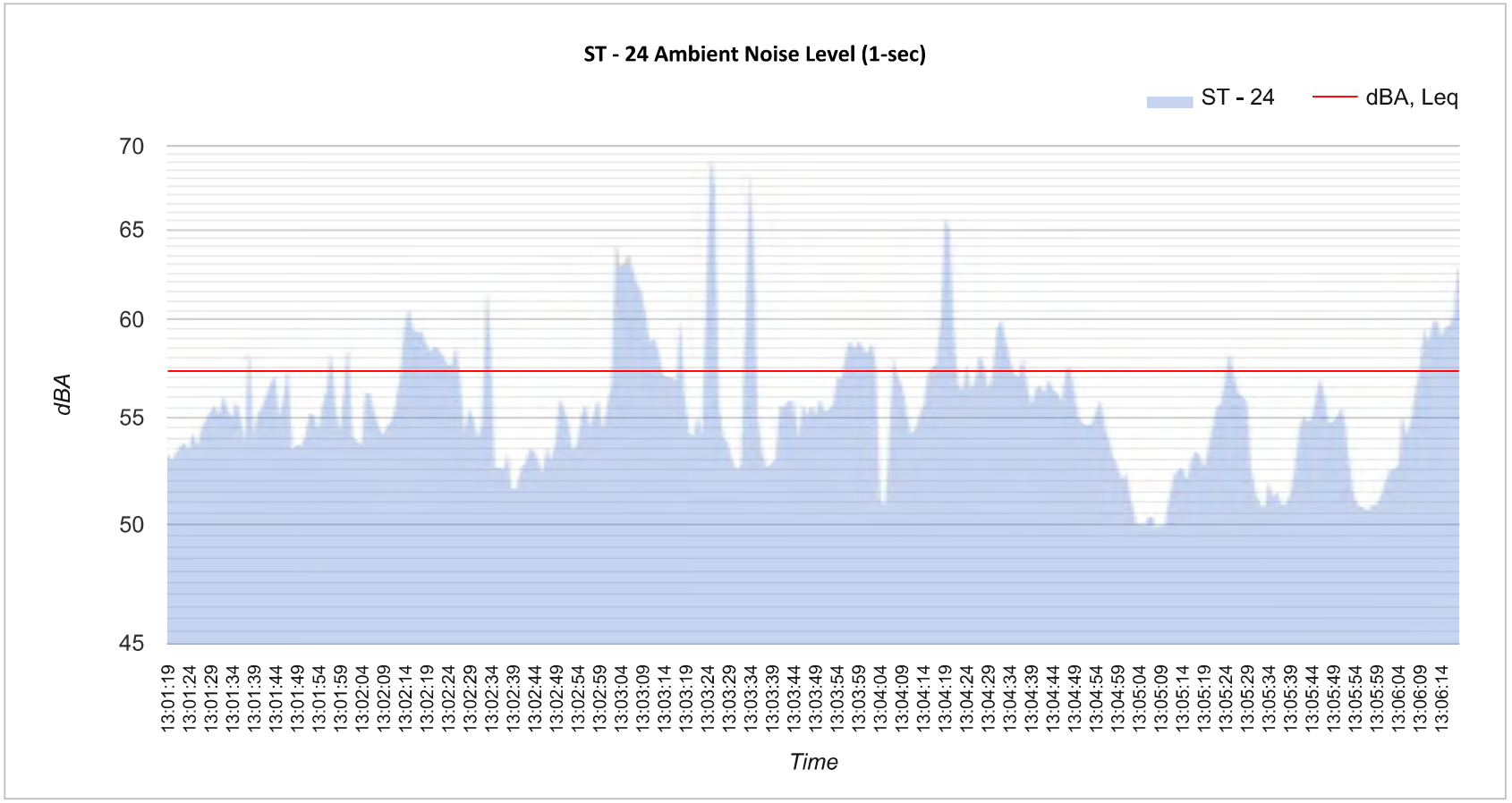


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 24	1:01 PM	1:07 PM	57.3	69.1	49.8	64	59.8	57.1	55.4	52

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-24 SW Train Xing San Francisco (No Train)	**Site Topo:**	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	84 degrees, Sunny/Clear, Winds 5-10mphTrain Xing, No Train
Site Id:	ST - 24	**Ground Type:**	Grass/Gravel



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-25 Flag Brew Co (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Patio, light music, light foot traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/07/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 25		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-25 Flag Brew Co (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 25

Figure 1:

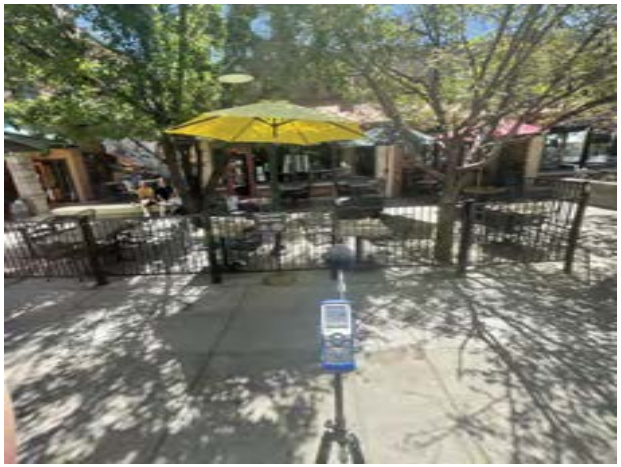


Figure 2:

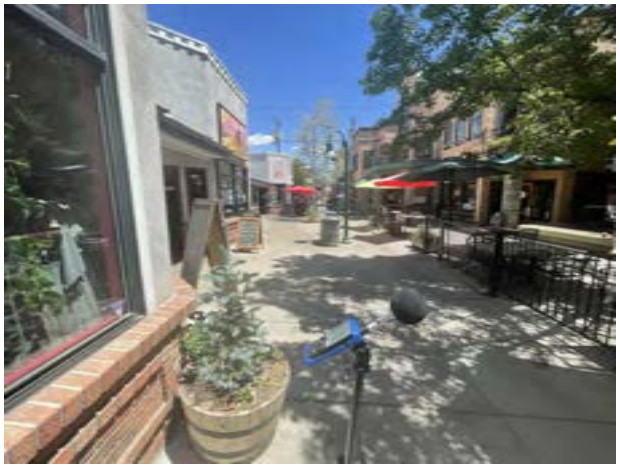
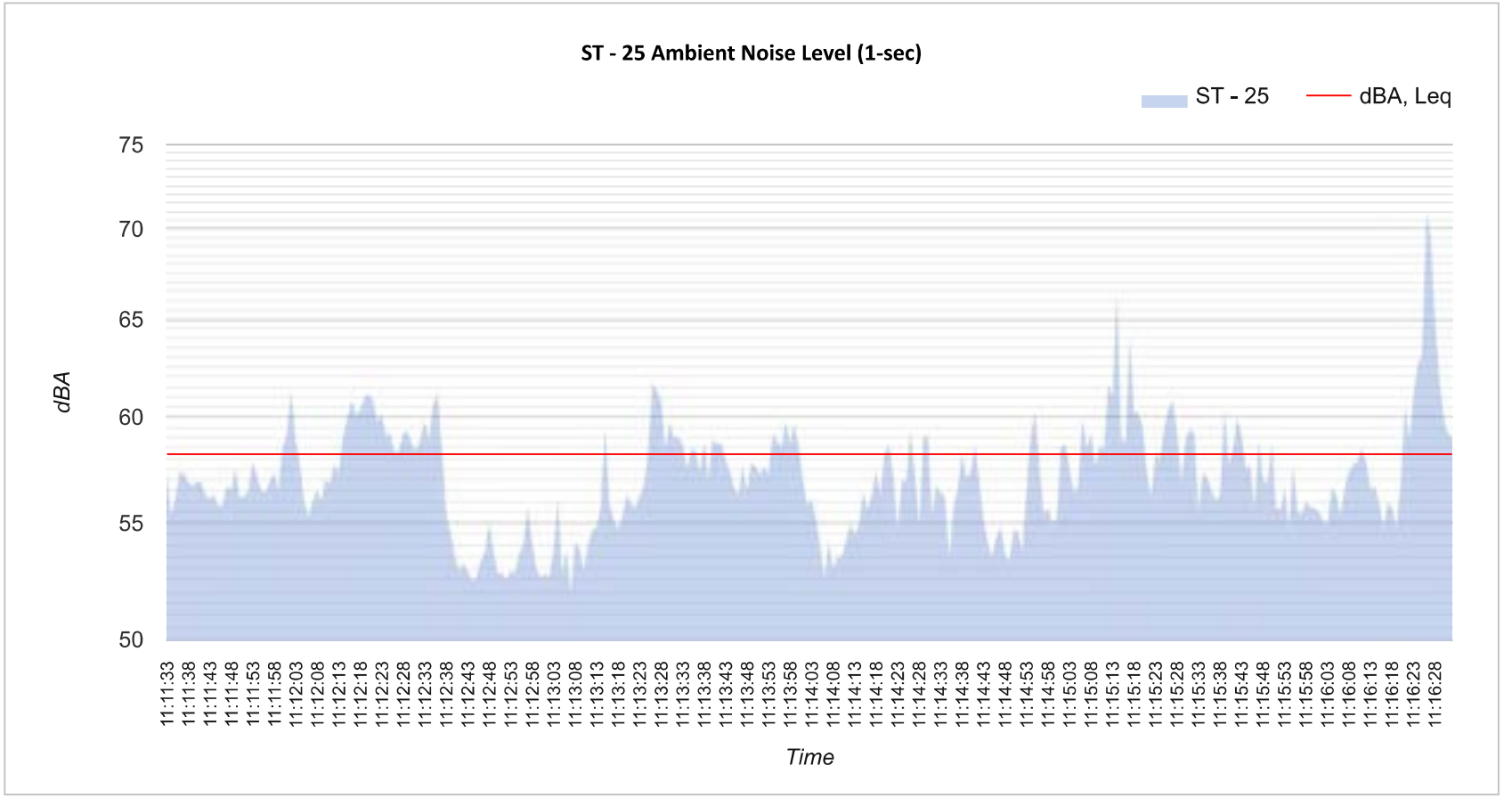


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 25	11:11 AM	11:17 AM	58.2	69.6	52.5	62.6	60.4	58.7	56.9	53.8

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-25 Flag Brew Co (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	78 degrees, Sunny/Clear, No wind	Patio, ~20'
Site Id:	ST - 25	**Ground Type:**	Pavers	



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-26 Flag Brew Co (During Show Busy)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Moderate foot traffic, on patio, live music outside on patio	
Site Address/Location:	Flagstaff, AZ		
Date:	06/17/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 26		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-26 Flag Brew Co (During Show Busy)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 26

Figure 1:



Figure 2:

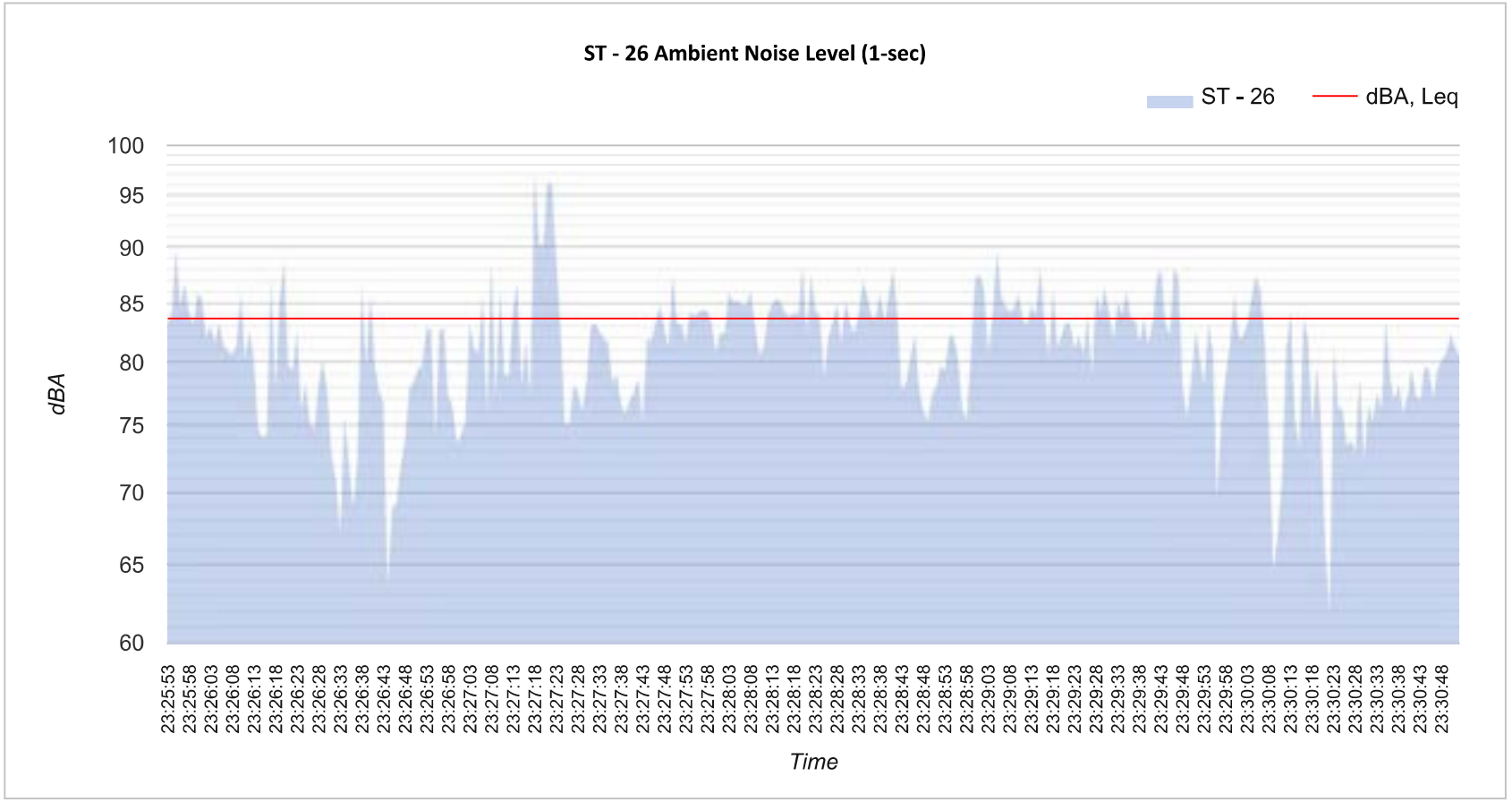


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 26	11:25 PM	11:31 PM	83.7	97.6	68.1	89.6	86.8	84.1	81.8	74.8

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-26 Flag Brew Co (During Show Busy)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	64 degrees, Clear, no wind	Patio, ~25'
Site Id:	ST - 26	**Ground Type:**	Pavers	

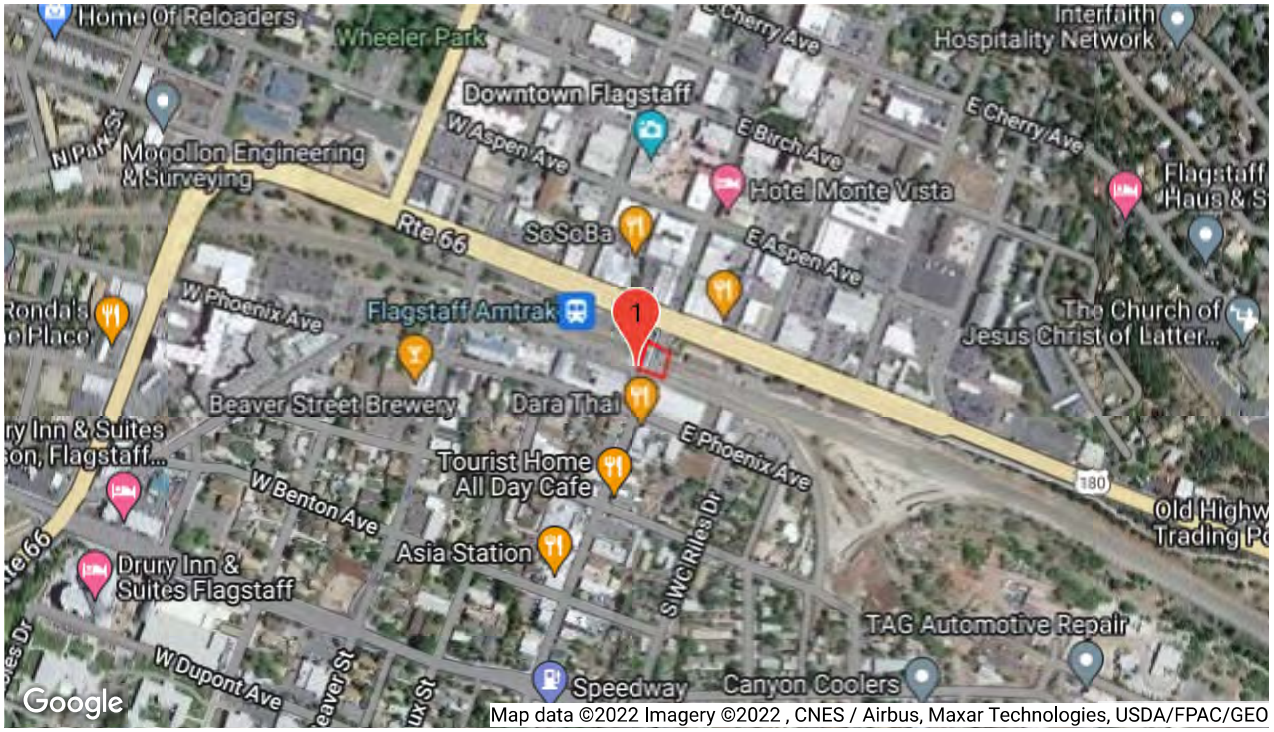


MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-27 SW Train Xing San Francisco (During Train)	**Site Observations:**
Project: #/Name:	0357-2022-001	During Train
Site Address/Location:	Flagstaff, AZ	
Date:	06/04/2022	
Field Tech/Engineer:	Jordan Trubakoff	

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 27		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-27 SW Train Xing San Francisco (During Train)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 27

Figure 1:



Figure 2:

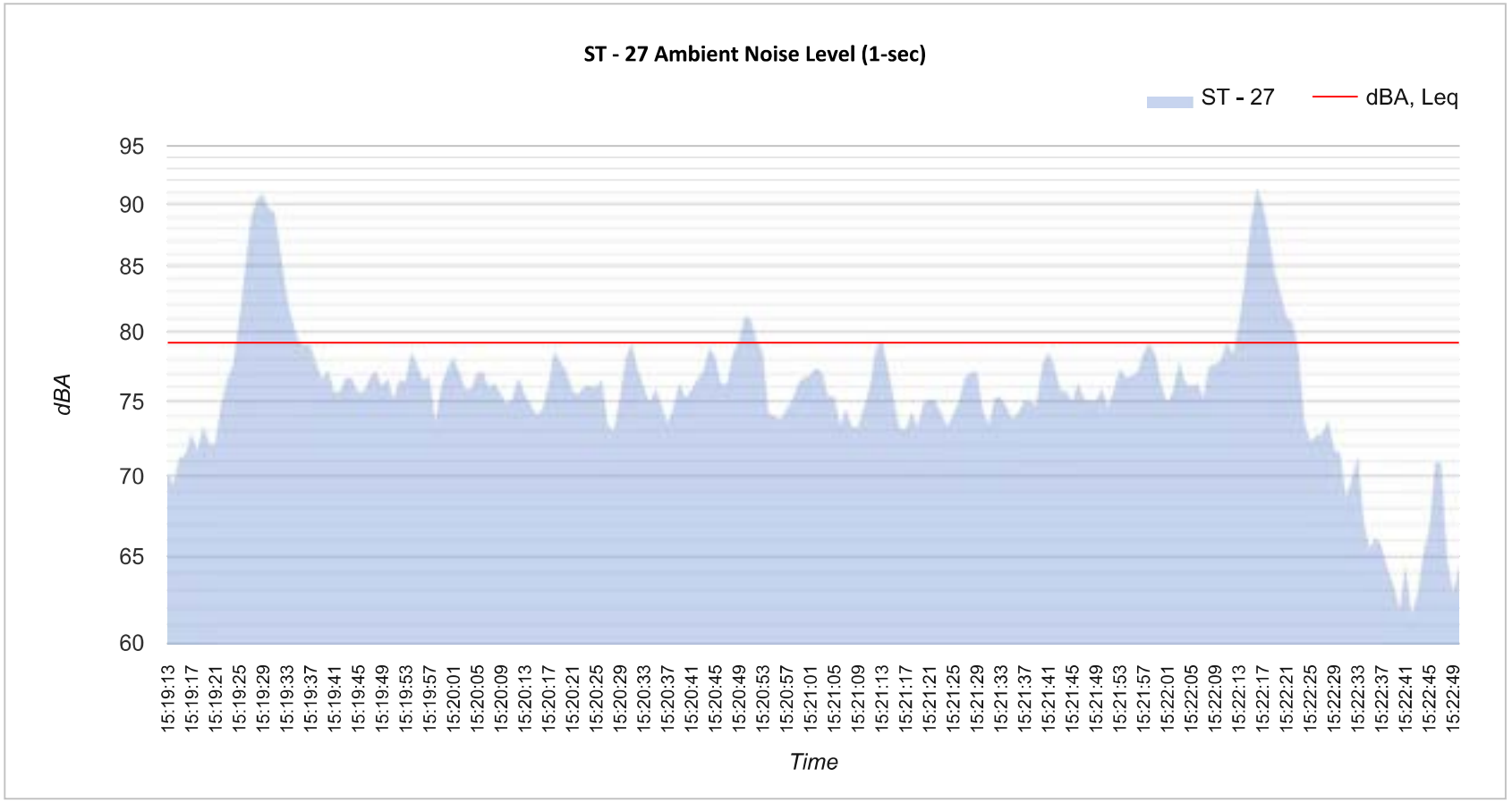


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 27	3:19 PM	3:23 PM	79.2	90.4	62.3	89.6	80.9	77.5	75.9	71.3

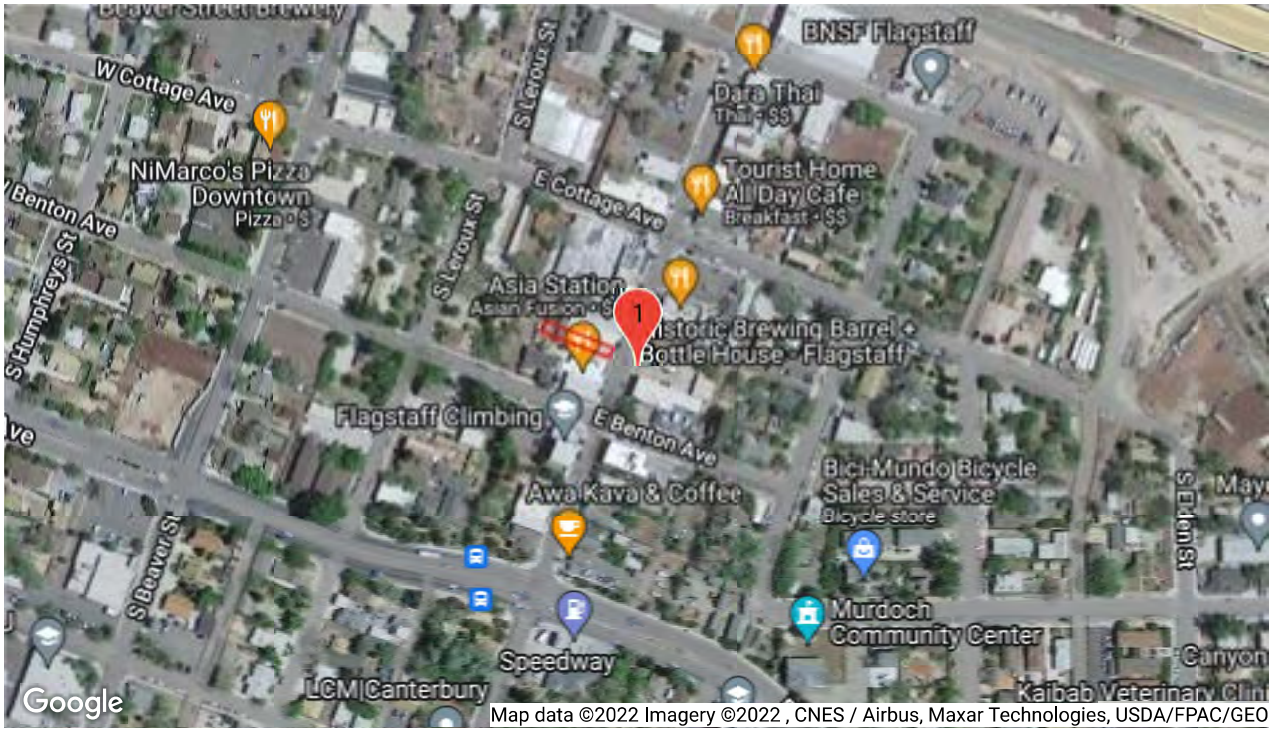
5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-27 SW Train Xing San Francisco	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
(During Train)		**Meteorological Cond.:**	76 degrees, Partly cloudy, Winds 10-15mphTrain, ~45'	
Site Address/Location:	Flagstaff, AZ	**Ground Type:**	Grass/Gravel	
Site Id:	ST - 27			



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-28 Southside Tavern Entrance (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Light/Moderate traffic, little/no Foot traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/15/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 28		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-28 Southside Tavern Entrance (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 28

Figure 1:



Figure 2:

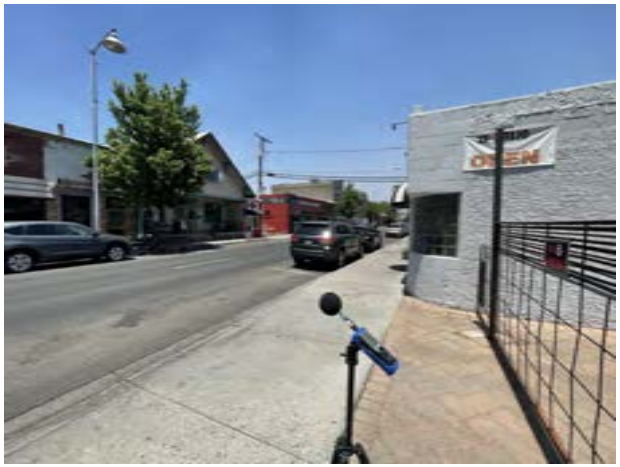
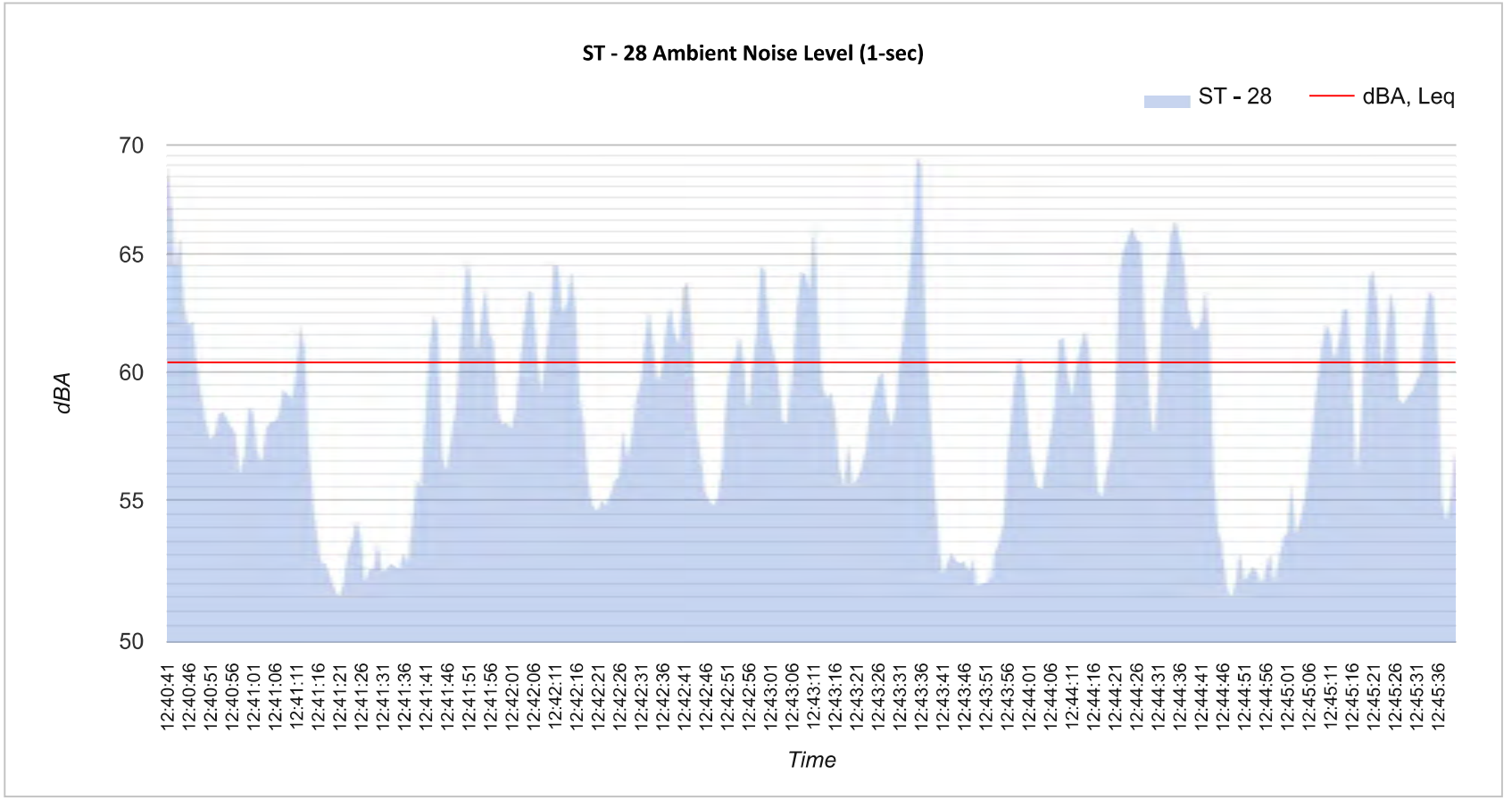


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 28	12:40 PM	12:46 PM	60.4	73.2	51.6	66.2	64.2	61.7	58.7	52.7

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-28 Southside Tavern Entrance (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	82 degrees, Sunny/Clear, Winds 2-5 mph Traffic ~20'	
Site Id:	ST - 28	**Ground Type:**	Asphalt	



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-29 Southside Tavern Entrance (Night)
Project: #/Name:	0357-2022-001
Site Address/Location:	Flagstaff, AZ
Date:	06/04/2022
Field Tech/Engineer:	Jordan Trubakoff

Site Observations:

Music, talking, light foot traffic

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 29		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-29 Southside Tavern Entrance (Night)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 29

Figure 1:

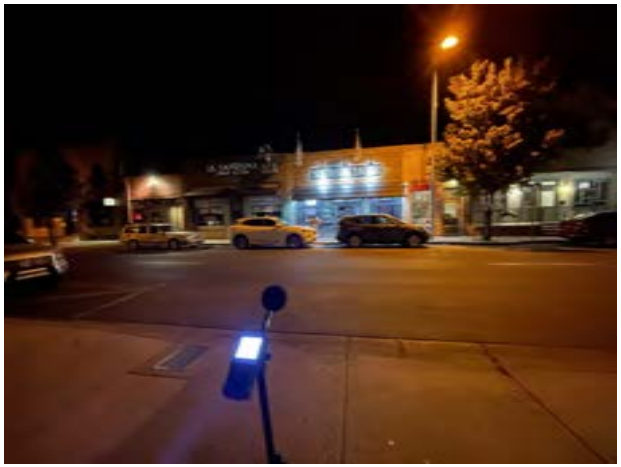


Figure 2:

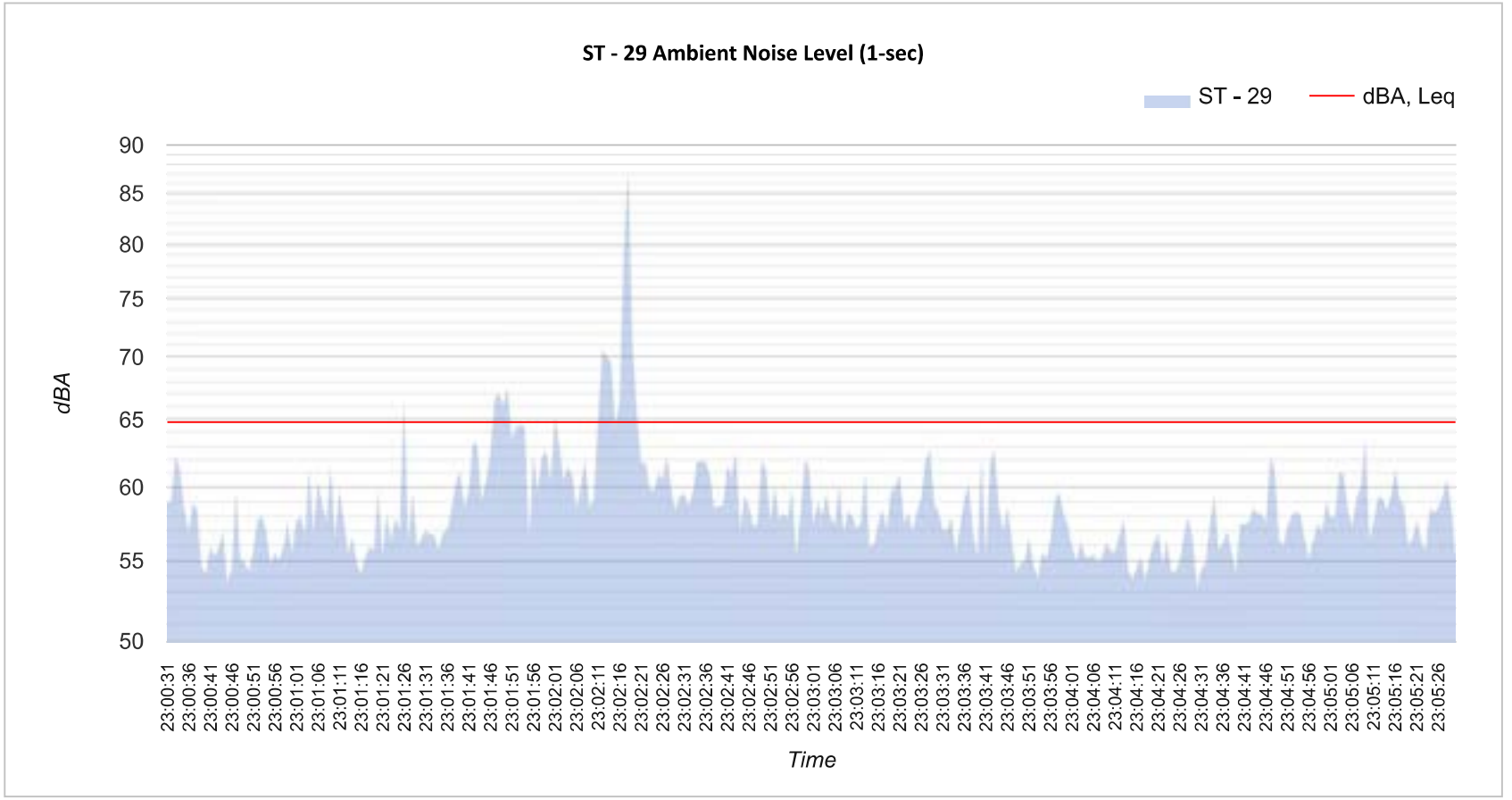


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 29	11:00 PM	11:06 PM	64.8	86.2	54.0	67.5	62.7	60	58	55.2

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-29 Southside Tavern Entrance (Night)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	56 degrees, Clear, No winds	Entrance 45'
Site Id:	ST - 29	**Ground Type:**	Asphalt	



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-30 Southside Tavern Alley (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Patio, no music, no talking, some AC units	
Site Address/Location:	Flagstaff, AZ		
Date:	06/07/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 30		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-30 Southside Tavern Alley (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 30

Figure 1:



Figure 2:

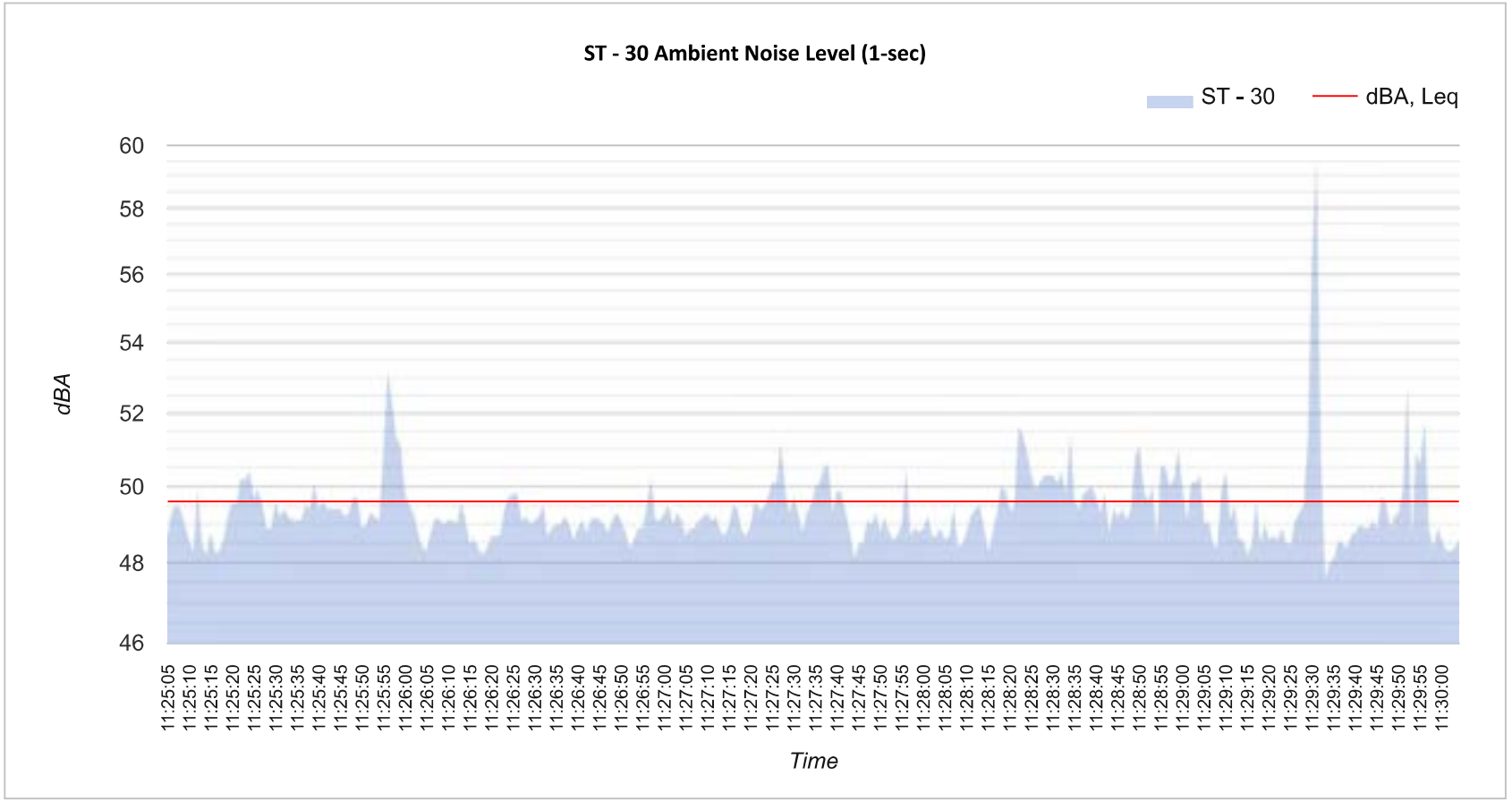


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 30	11:25 AM	11:31 AM	49.6	58.8	48.2	51.6	50.5	49.7	49.2	48.5

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-30 Southside Tavern Alley (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	80 degrees, Sunny/Clear, No wind	Patio, ~40'
Site Id:	ST - 30	**Ground Type:**	Grass/Gravel	



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-31 Southside Tavern Alley (Night)
Project: #/Name:	0357-2022-001
Site Address/Location:	Flagstaff, AZ
Date:	06/04/2022
Field Tech/Engineer:	Jordan Trubakoff

Site Observations:

Patio, no music, talking.

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST 31 - Southside Tavern Alley (		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-31 Southside Tavern Alley (Night)

Site Address/Location: Flagstaff, AZ

Site Id: ST 31 - Southside Tavern Alley (

Figure 1:



Figure 2:

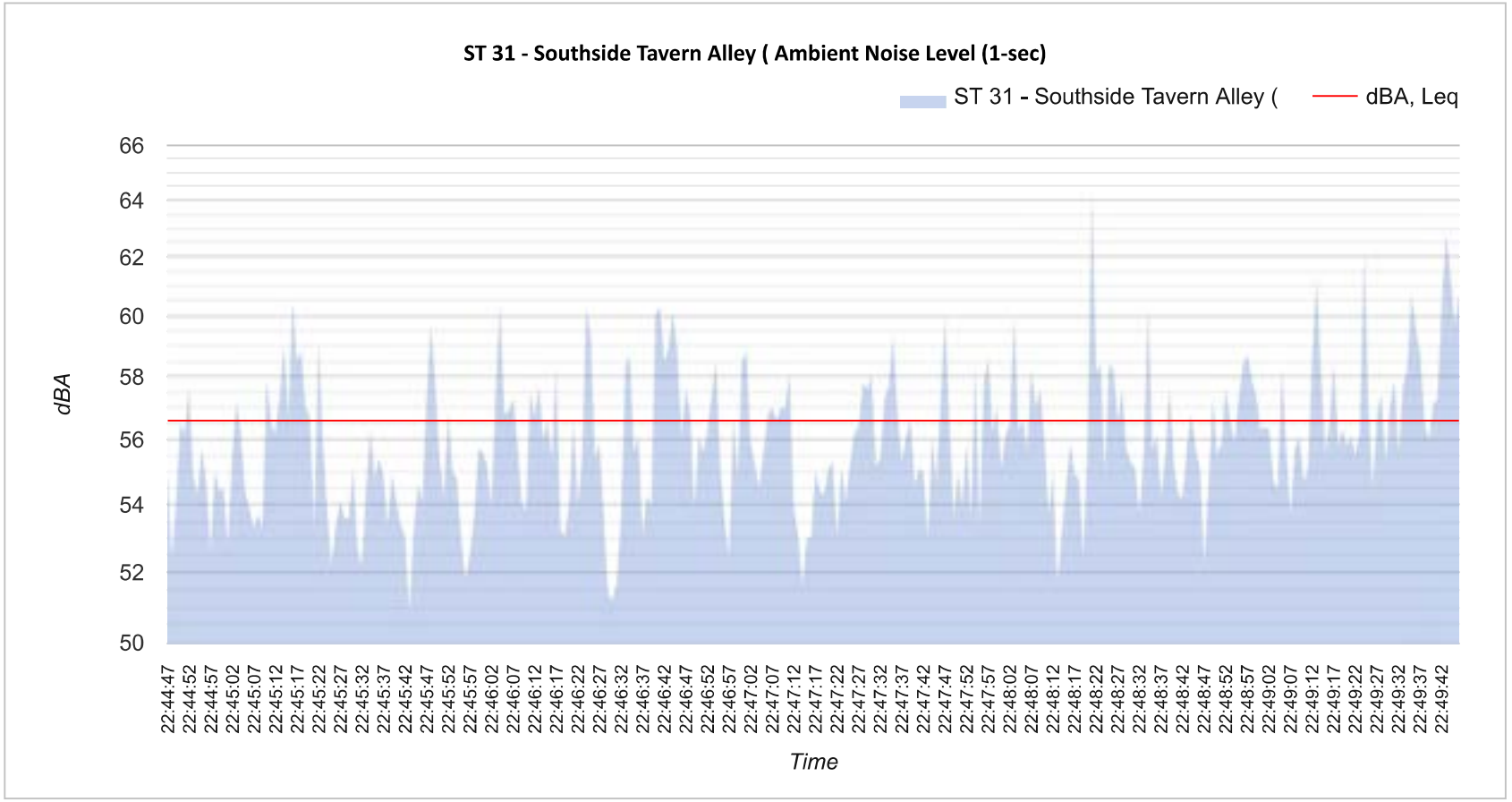


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST 31 - Southside Tavern Alley (	10:44 PM	10:50 PM	56.6	62.8	51.2	60.7	58.9	57.3	55.9	53.3

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-31 Southside Tavern Alley (Night)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	60 Degrees, Light Clouds, no wind	Patio, no music, people talking 45'	
Site Id:	ST 31 - Southside Tavern Alley (	**Ground Type:**	Grass/Gravel		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-32 The Mayor Entrance (Idle)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Light to moderate traffic, Light/No foot traffic, no music	
Site Address/Location:	Flagstaff, AZ		
Date:	06/15/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 32		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-32 The Mayor Entrance (Idle)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 32

Figure 1:



Figure 2:

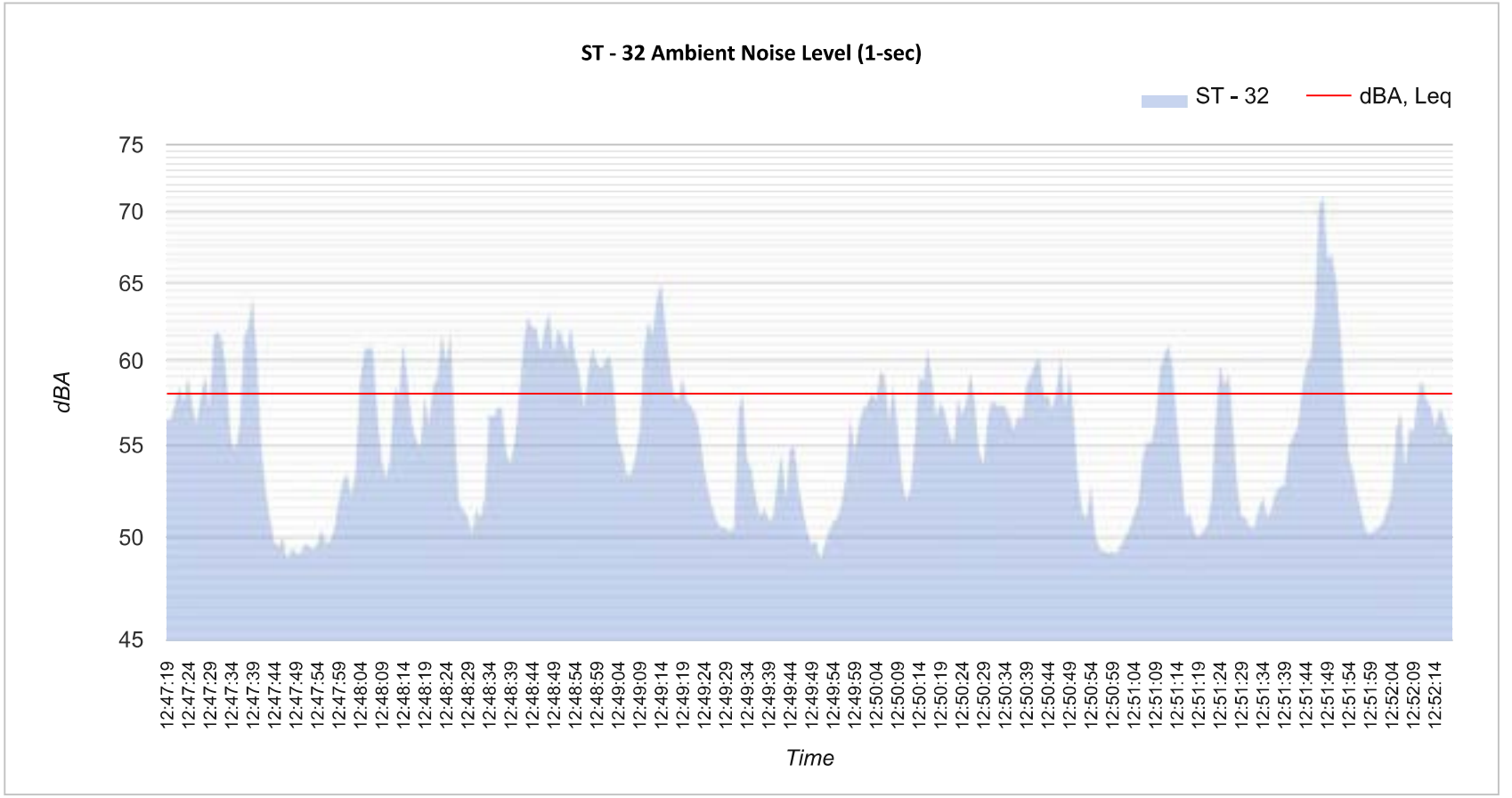


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 32	12:47 PM	12:53 PM	58	70.7	49.1	64	61.6	58.7	56.2	50.3

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-32 The Mayor Entrance (Idle)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	83 degrees, Sunny, Winds 5-7 mph	Traffic ~30'
Site Id:	ST - 32	**Ground Type:**	Asphalt	



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5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-33 The Mayor Entrance (Night)	**Site Observations:**	
Project: #/Name:	0357-2022-001		Music, talking, light foot traffic
Site Address/Location:	Flagstaff, AZ		
Date:	06/04/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	St - 33		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-33 The Mayor Entrance (Night)

Site Address/Location: Flagstaff, AZ

Site Id: St - 33

Figure 1:



Figure 2:

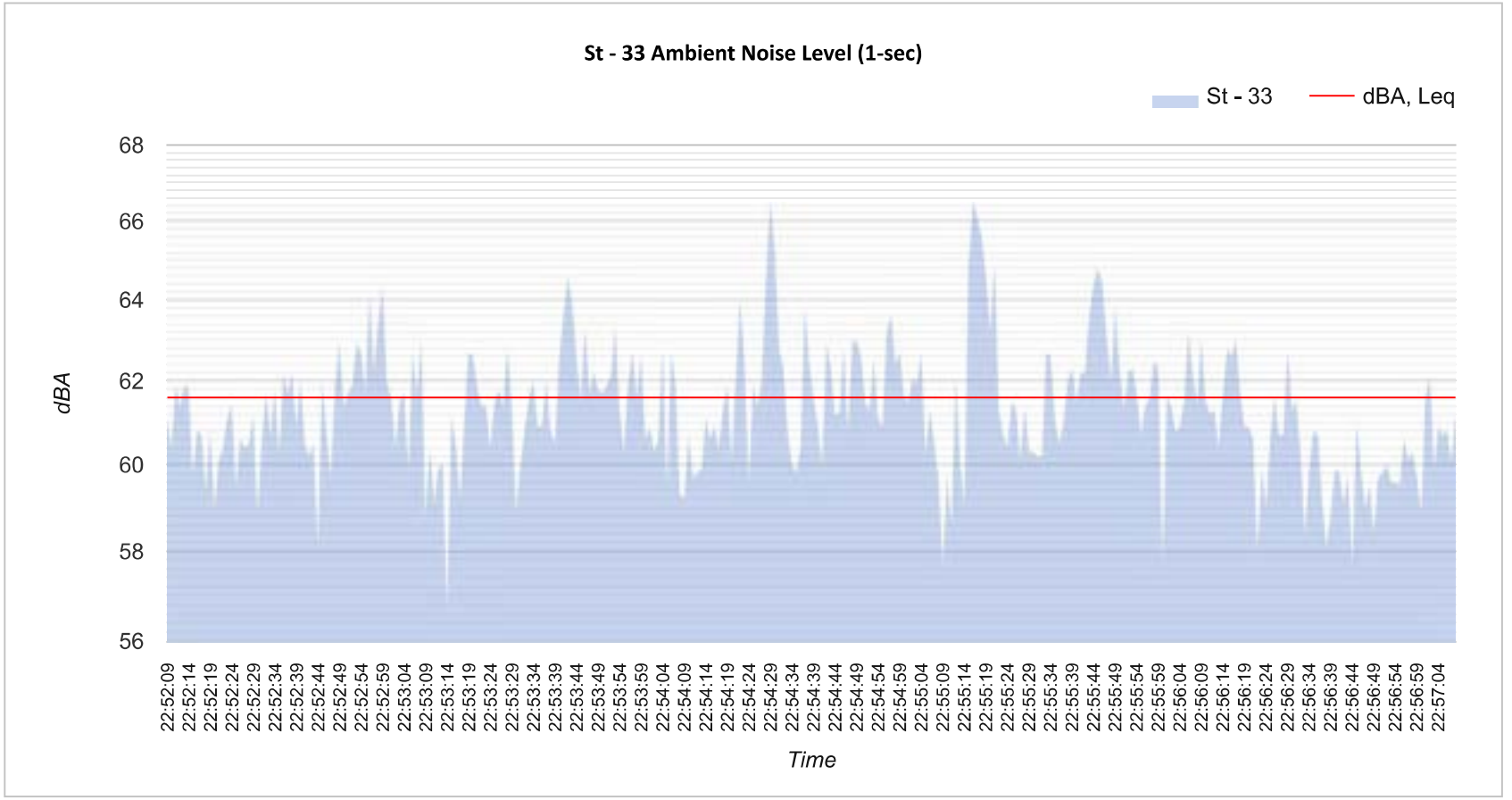


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
St - 33	10:52 PM	10:58 PM	61.6	66.2	57.7	64.9	63.3	62.2	61.3	59.6

5-Minute Continuous Noise Measurement Datasheet - Cont.

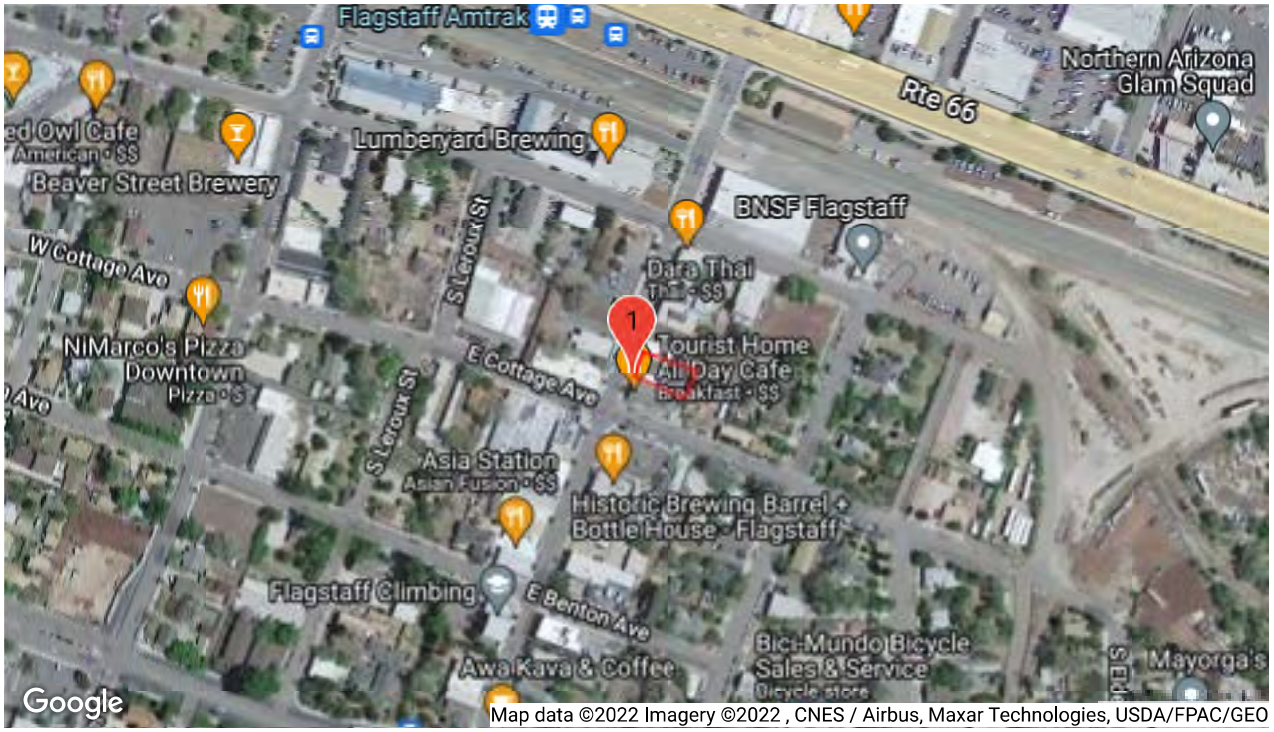
Project Name:	Ordinance: ST-33 The Mayor Entrance (Night)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	60 degrees, Clear, No wind	Music ~70'	
Site Id:	St - 33	**Ground Type:**	Asphalt		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-34 Annex Entrance (Busy Night)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Live band, full patio w/ ~80 people, in front, moderate to heavy foot traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/04/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST 34 - Annex Patio During Conce		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-34 Annex Entrance (Busy Night)

Site Address/Location: Flagstaff, AZ

Site Id: ST 34 - Annex Patio During Conce

Figure 1:



Figure 2:

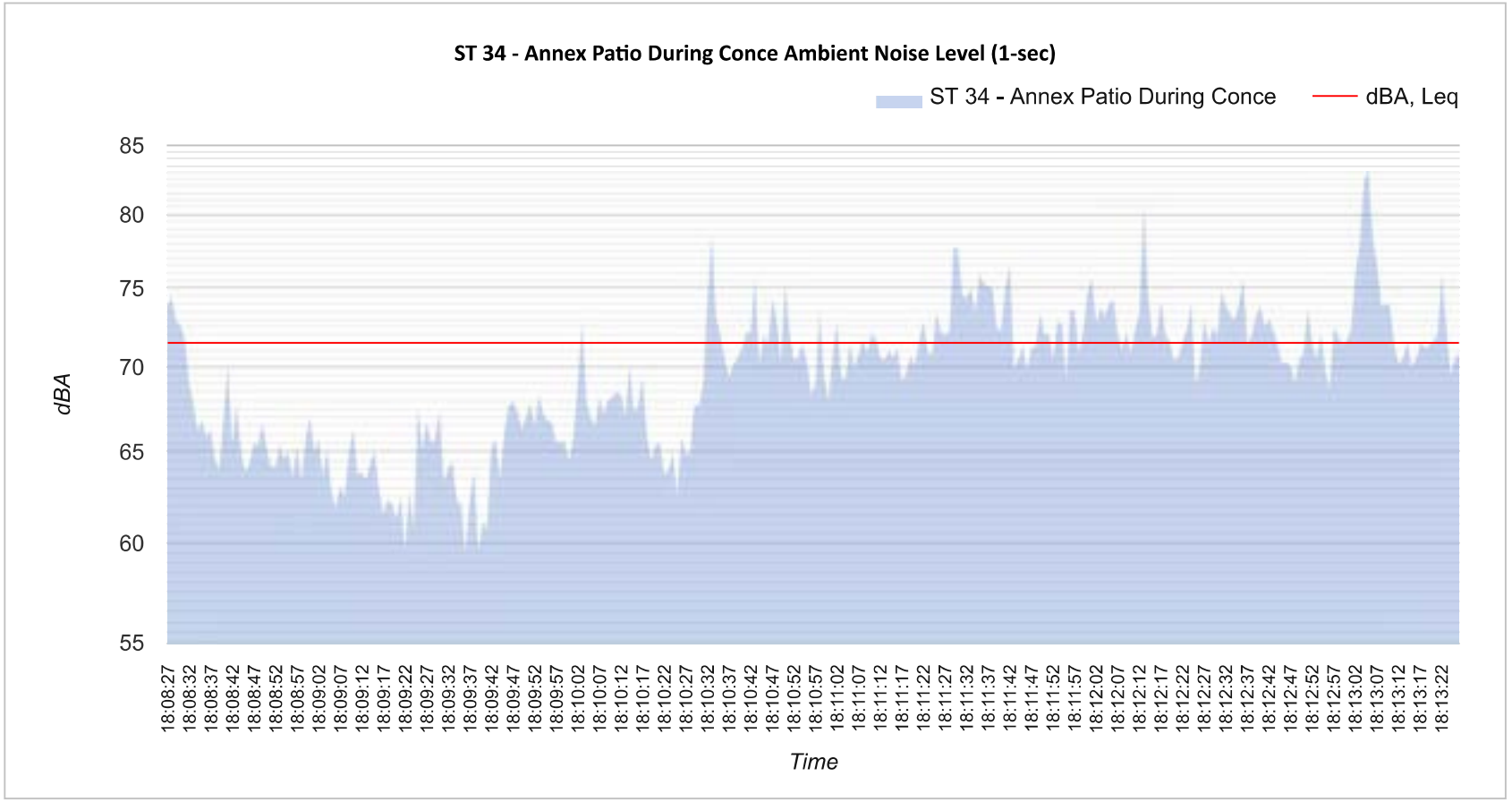


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST 34 - Annex Patio During Conce	6:08 PM	6:14 PM	71.5	82.9	60.5	77.7	74.7	72.3	70.4	63.9

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-34 Annex Entrance (Busy Night)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	70 Degrees, Light Clouds, Wind @ 5-10 mph	Live band w/ full patio ~100'
Site Id:	ST 34 - Annex Patio During Conce	**Ground Type:**	Asphalt	



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-35 Annex Alley (Busy Night)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Live band, full patio w/ ~80 people, in back alley, train engine passes near 1:45 mark.	
Site Address/Location:	Flagstaff, AZ		
Date:	06/04/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST 35 -Annex Patio During Concer		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-35 Annex Alley (Busy Night)

Site Address/Location: Flagstaff, AZ

Site Id: ST 35 -Annex Patio During Concer

Figure 1:



Figure 2:

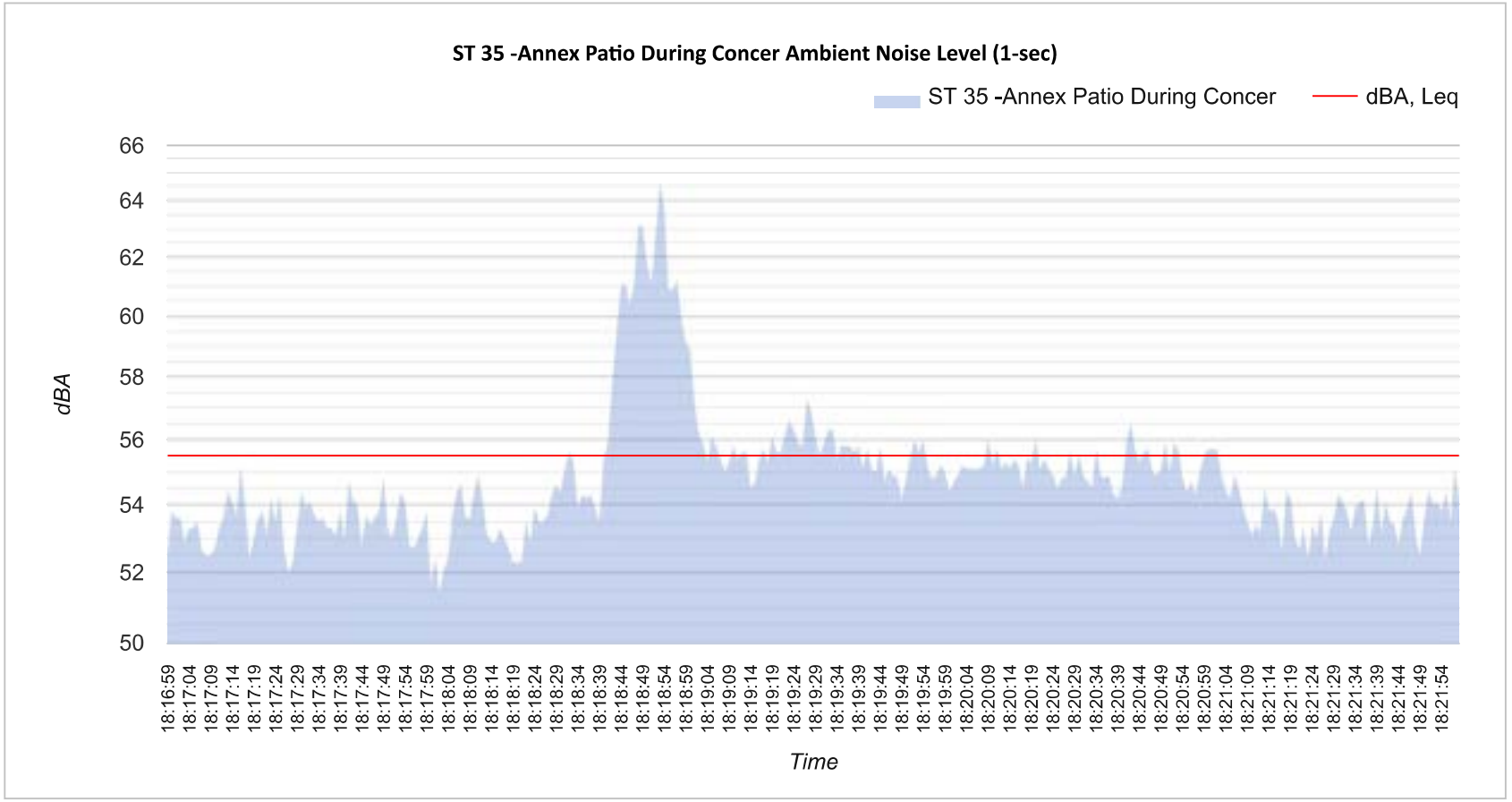


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST 35 -Annex Patio During Concer	6:16 PM	6:22 PM	55.5	64.2	51.8	61.2	56.3	55.4	54.5	52.9

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-35 Annex Alley (Busy Night)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	72 Degrees, Light Clouds, Wind @ 5-10 mph	Patio w/ Live Band ~90'
Site Id:	ST 35 -Annex Patio During Concer	**Ground Type:**	Grass/Gravel	



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5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-36 Annex Alley (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	No foot traffic, Residential Reference	
Site Address/Location:	Flagstaff, AZ		
Date:	06/07/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 36		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-36 Annex Alley (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 36

Figure 1:



Figure 2:

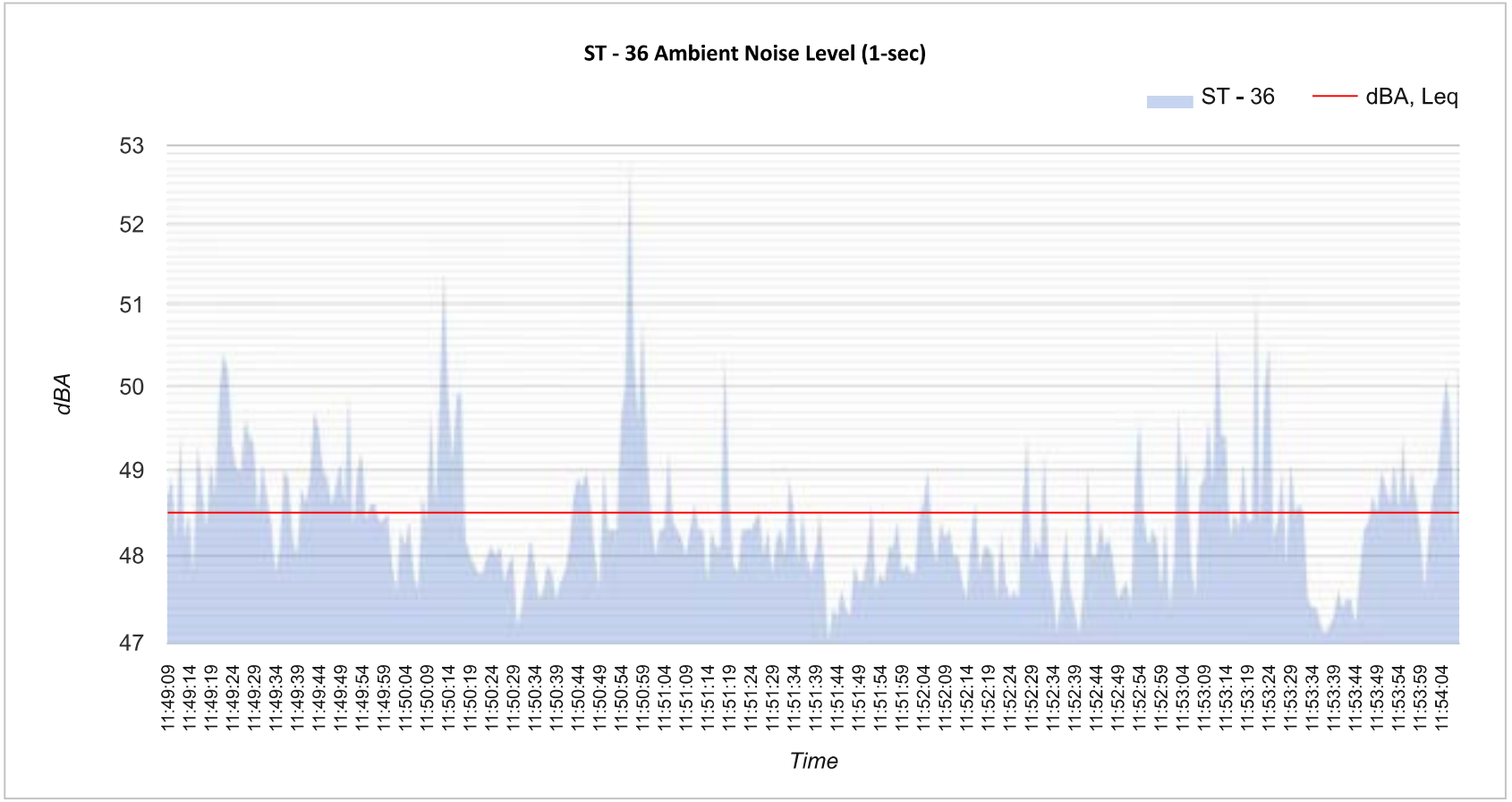


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 36	11:49 AM	11:55 AM	48.5	52.4	47.0	50.4	49.6	48.8	48.3	47.5

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-36 Annex Alley (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	79 degrees, Sunny/Clear, Winds 5 mph	Annex Patio, ~100'
Site Id:	ST - 36	**Ground Type:**	Grass/Gravel	



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-37 End of Butler (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	No - Light traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/06/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 37		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-37 End of Butler (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 37

Figure 1:



Figure 2:

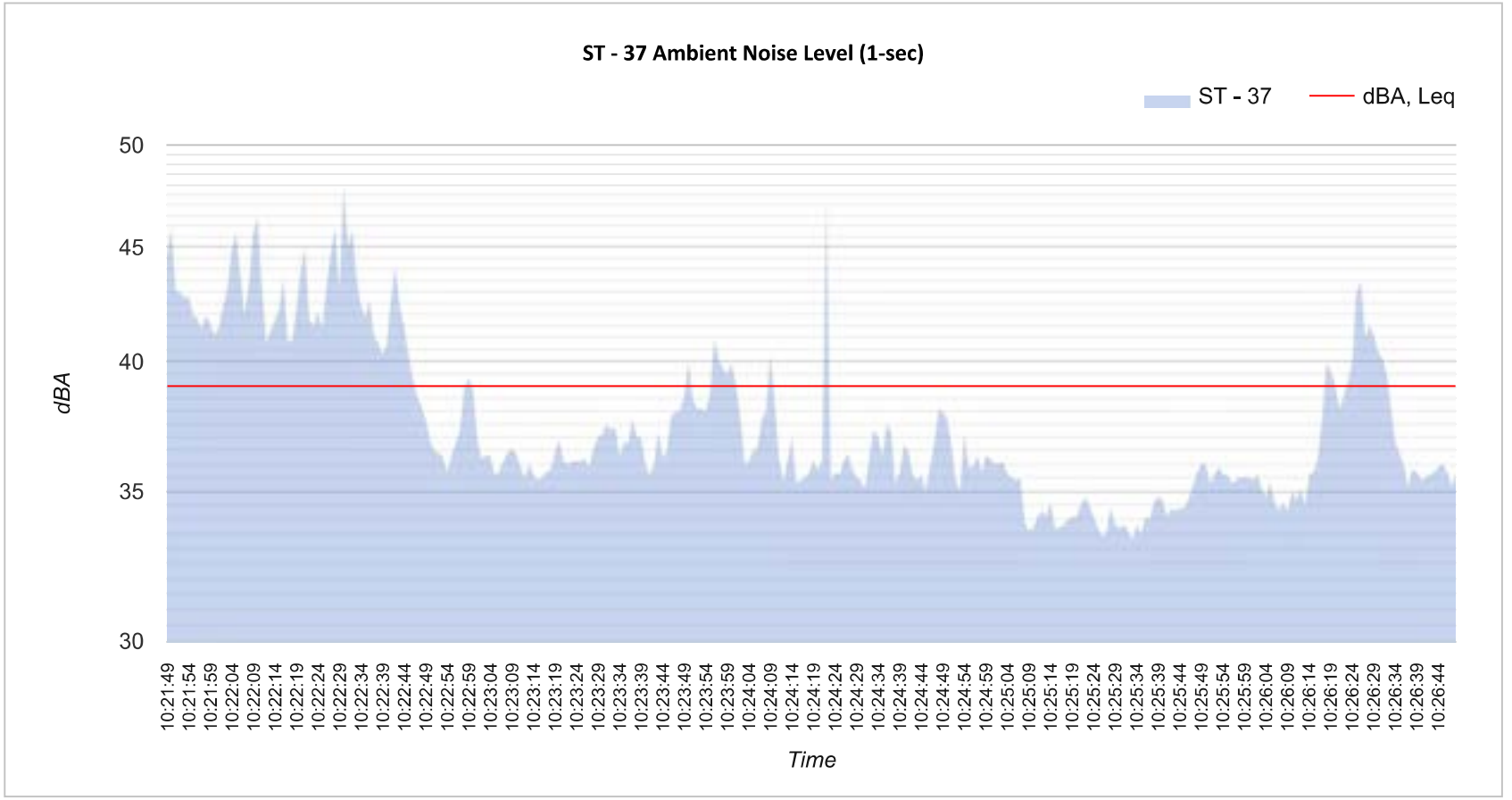


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 37	10:21 AM	10:27 AM	39	47.3	33.4	45.7	43	39.5	36.3	34.4

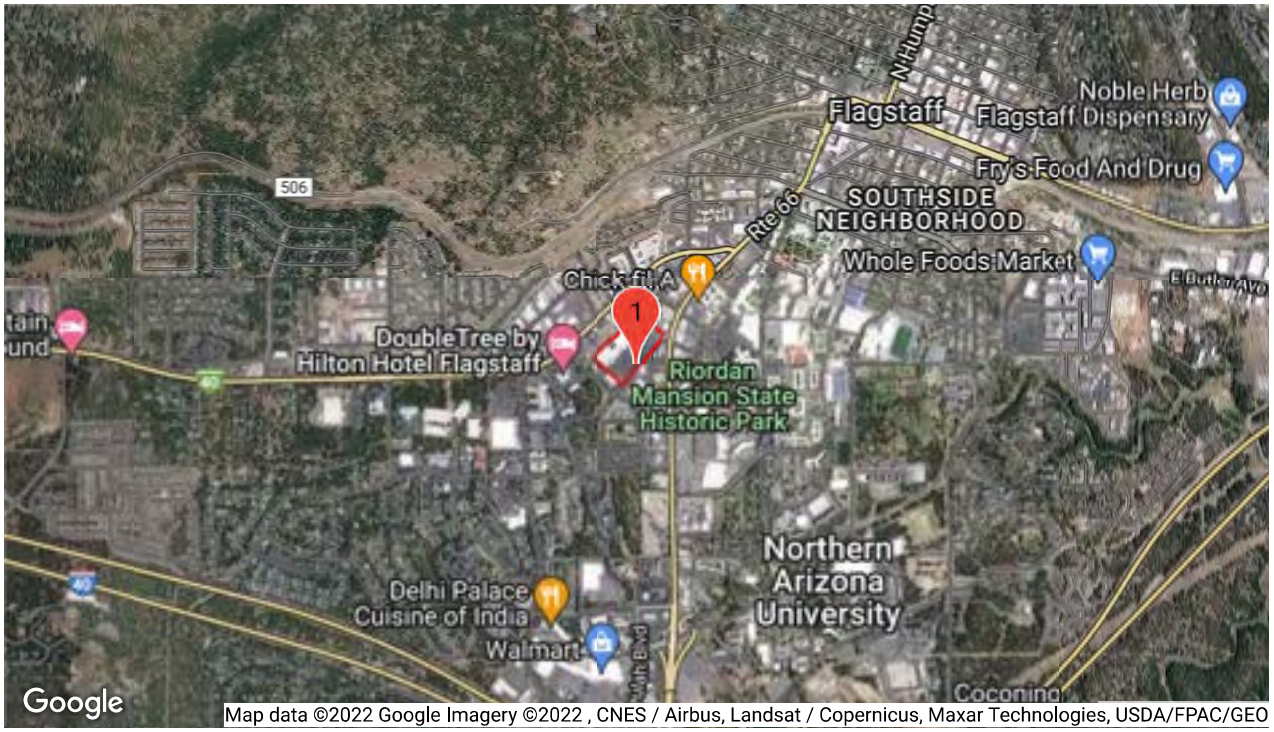
5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-37 End of Butler (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	72 degrees, Sunny/Clear, Winds 12 mph	Residential
Site Id:	ST - 37	**Ground Type:**	Asphalt	



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-38 Safeway + Plaza (Idle Day)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Parking lot, moderate traffic.	
Site Address/Location:	Flagstaff, AZ		
Date:	06/08/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 38		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-38 Safeway + Plaza (Idle Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 38

Figure 1:



Figure 2:

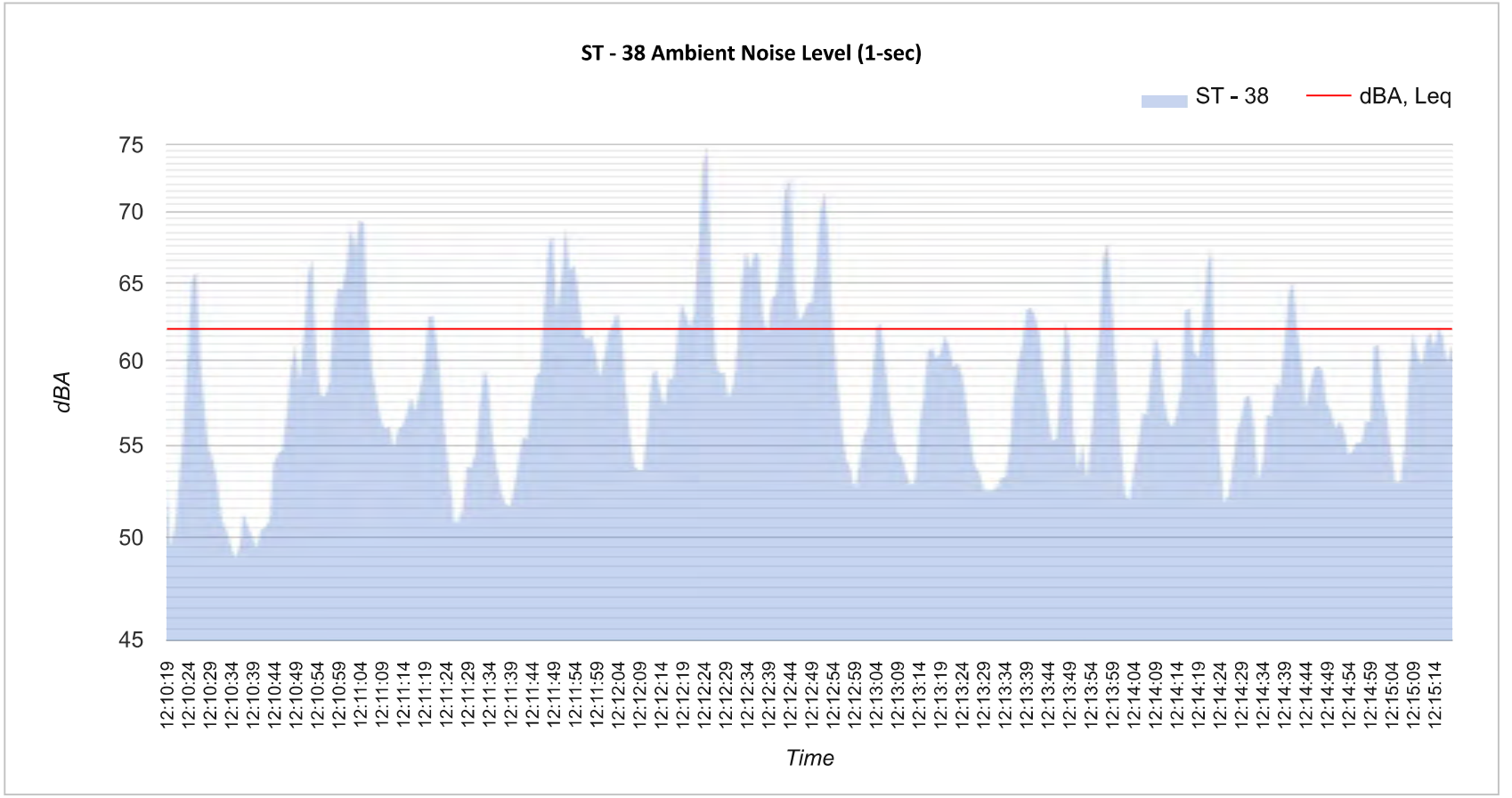


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 38	12:10 PM	12:16 PM	62	74.7	47.9	69.4	66.3	61.8	58.6	52.7

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-38 Safeway + Plaza (Idle Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	82 degrees, Wind @ 8-10 mph, Sunny, No Clouds	Parking lot, ~175'	
Site Id:	ST - 38	**Ground Type:**	Asphalt		



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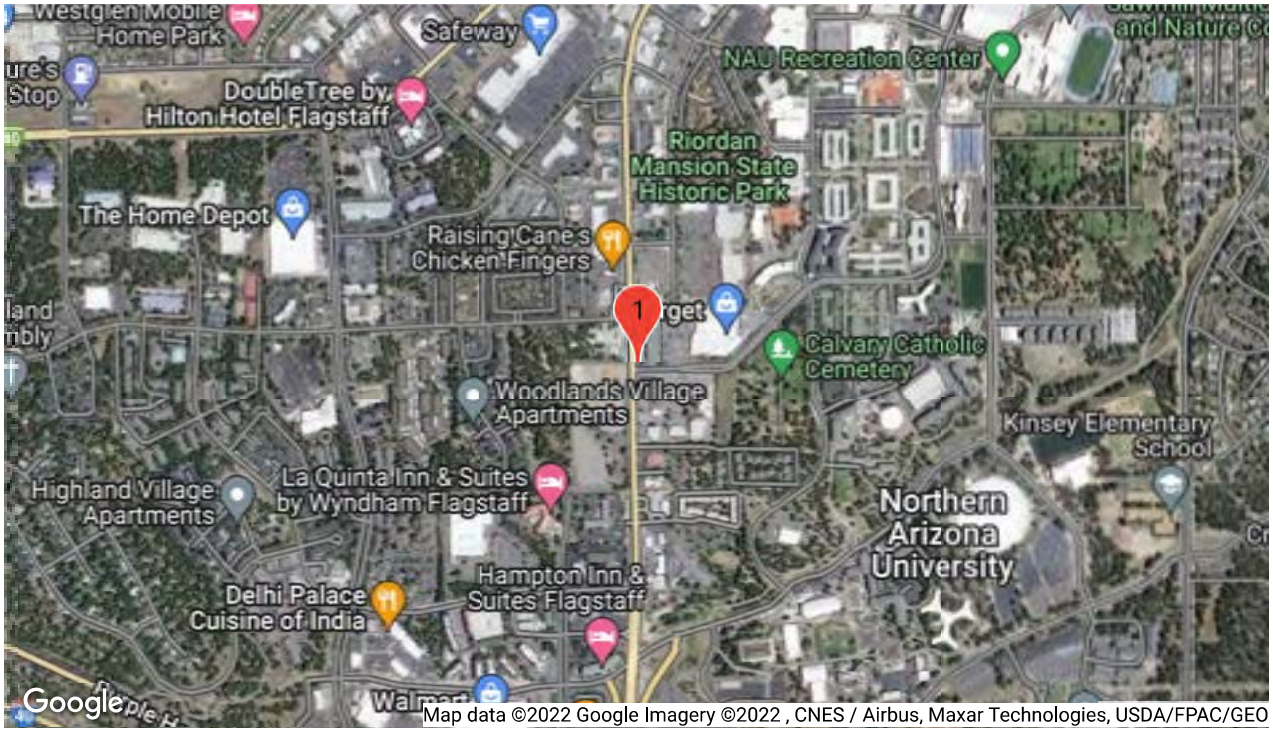
5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-39 NE University + Milton (Target)
Project: #/Name:	0357-2022-001
Site Address/Location:	Flagstaff, AZ
Date:	06/08/2022
Field Tech/Engineer:	Jordan Trubakoff

Site Observations:

Moderate to heavy traffic.

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 39		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-39 NE University + Milton (Target)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 39

Figure 1:



Figure 2:

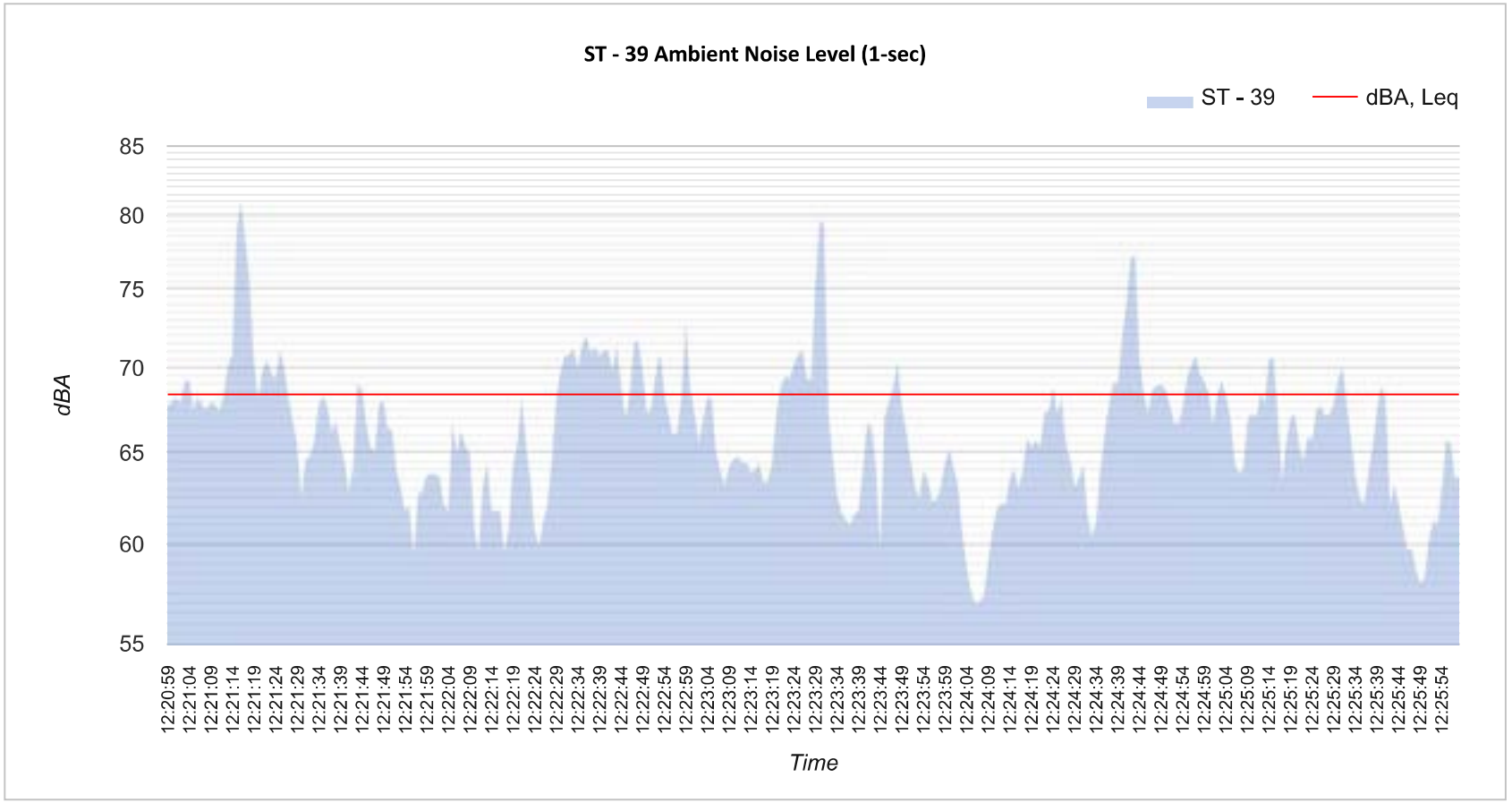


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 39	12:20 PM	12:26 PM	68.4	80.4	57.3	77	70.9	68.6	66.4	61.5

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-39 NE University + Milton (Target)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	Traffic intersection, ~30'
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	84 degrees, Wind @ 8-10 mph, Sunny, No Clouds		
Site Id:	ST - 39	**Ground Type:**	Asphalt		



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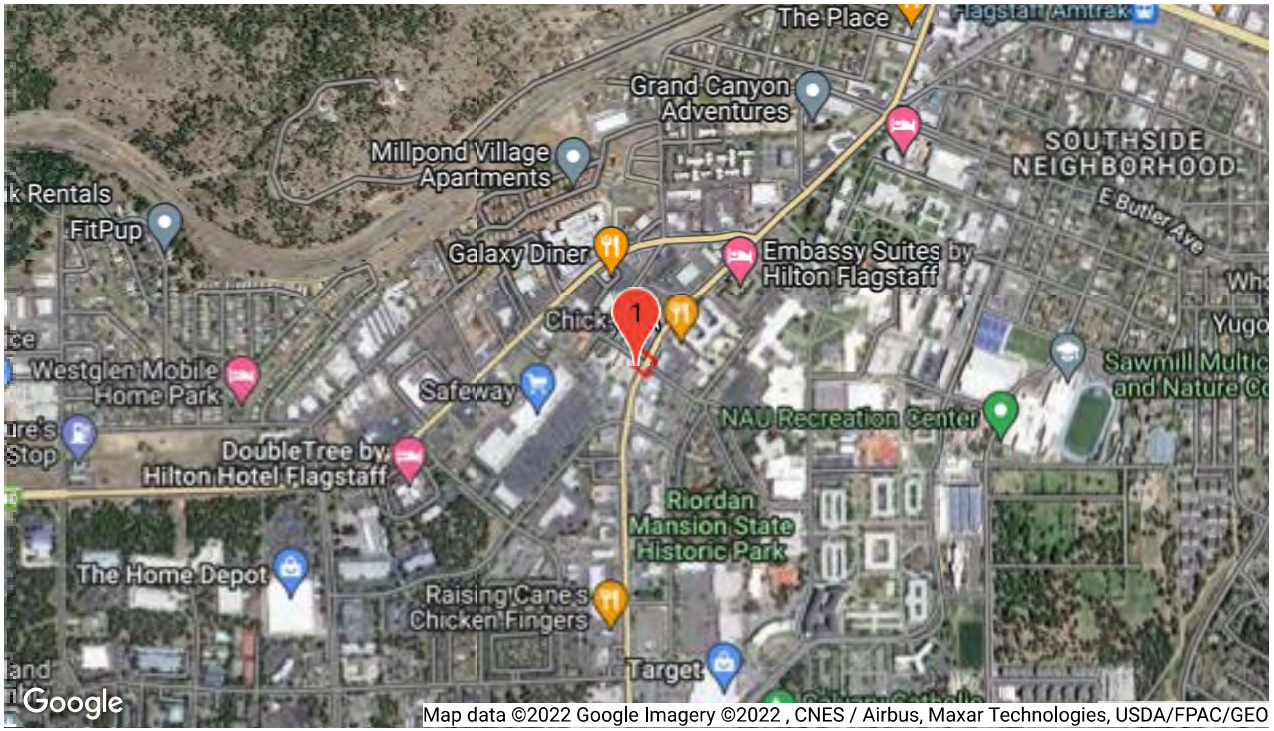
5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-40 SW Riordan Rd + Milton (Busy Day)
Project: #/Name:	0357-2022-001
Site Address/Location:	Flagstaff, AZ
Date:	06/08/2022
Field Tech/Engineer:	Jordan Trubakoff

Site Observations:

Intersection, moderate traffic.

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 40		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-40 SW Riordan Rd + Milton (Busy Day)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 40

Figure 1:



Figure 2:

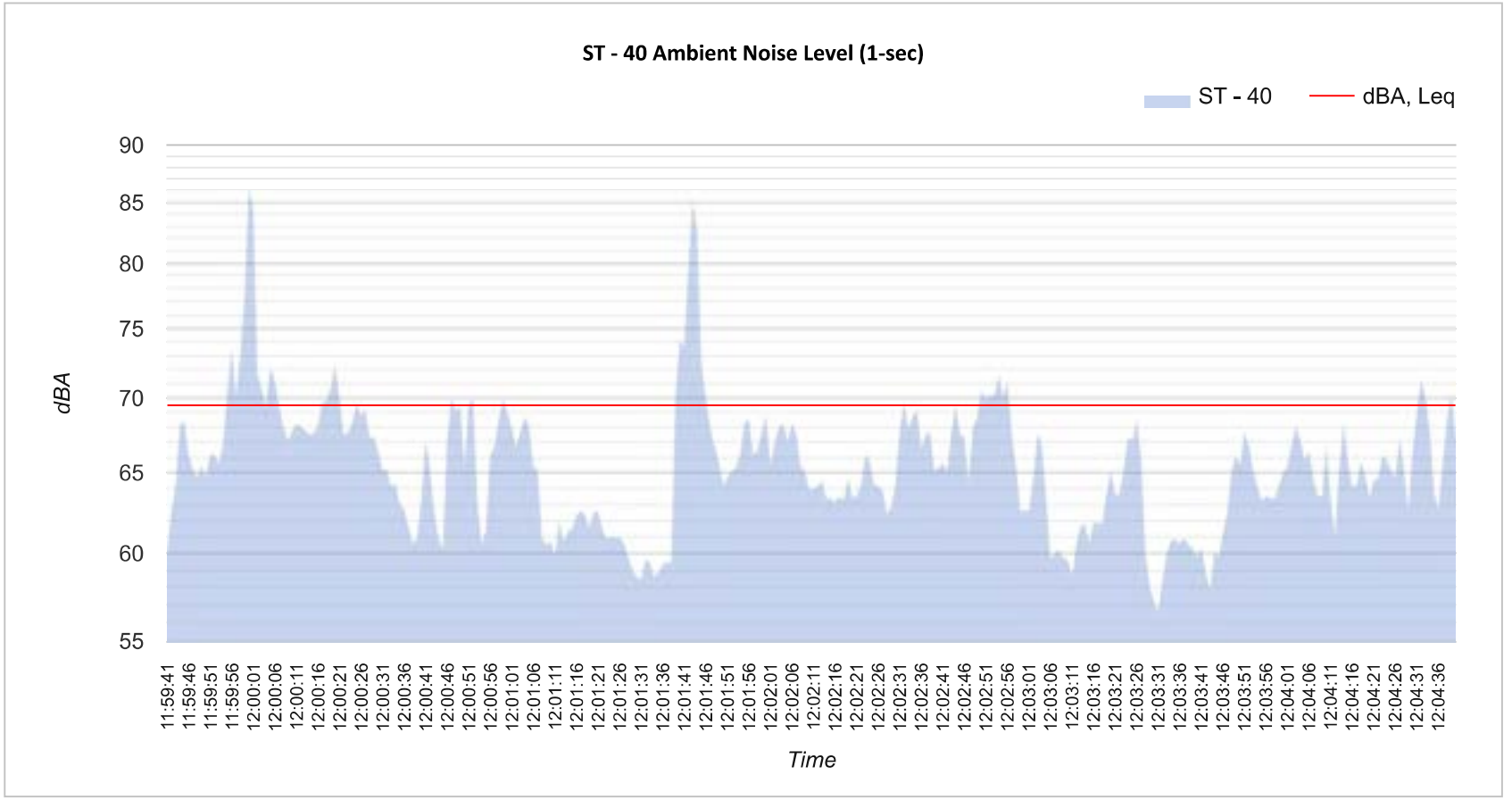


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 40	11:59 AM	12:05 PM	69.5	85.5	57.6	74.2	70.2	67.9	65.3	60.2

5-Minute Continuous Noise Measurement Datasheet - Cont.

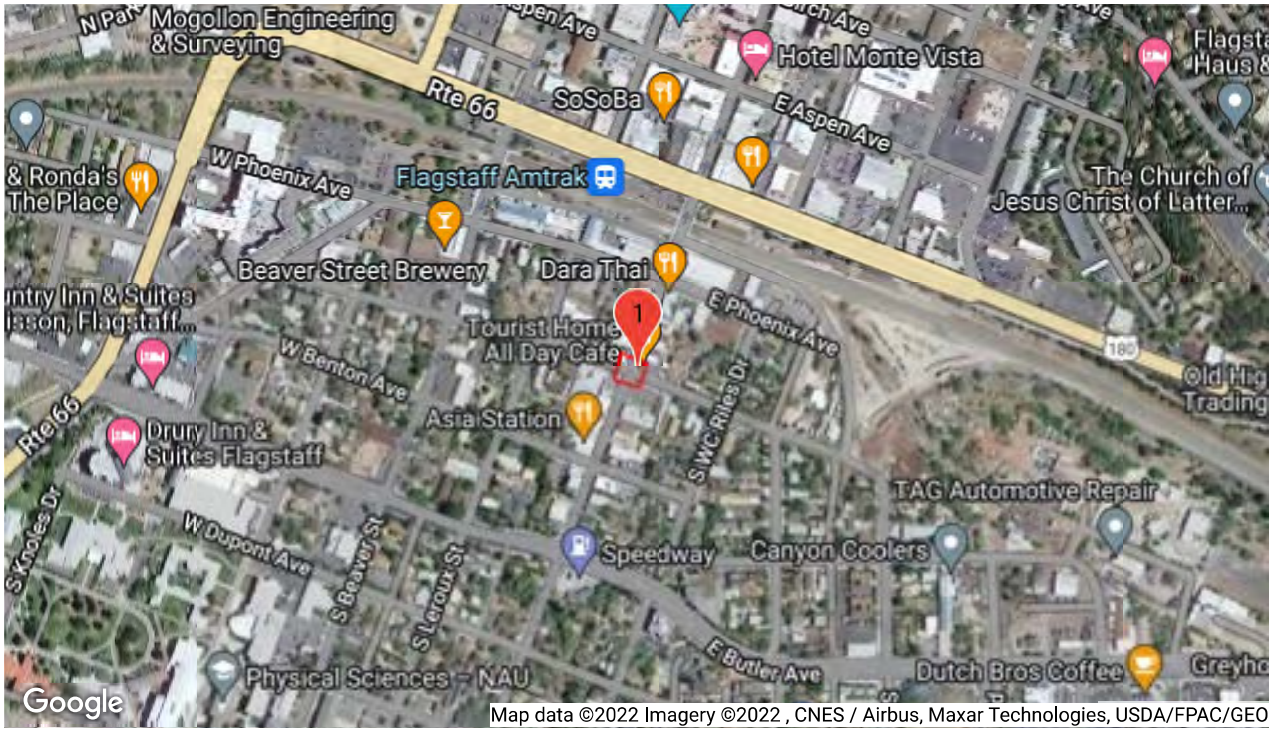
Project Name:	Ordinance: ST-40 SW Riordan Rd + Milton (Busy Day)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	78°, clear and sunny, winds 5-10 mph	Traffic intersection, ~50'
Site Id:	ST - 40	**Ground Type:**	Asphalt	



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5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-41 San Francisco + Cottage (Idle)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Moderate Traffic/Little to no foot traffic, light music	
Site Address/Location:	Flagstaff, AZ		
Date:	06/15/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 41		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-41 San Francisco + Cottage (Idle)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 41

Figure 1:



Figure 2:

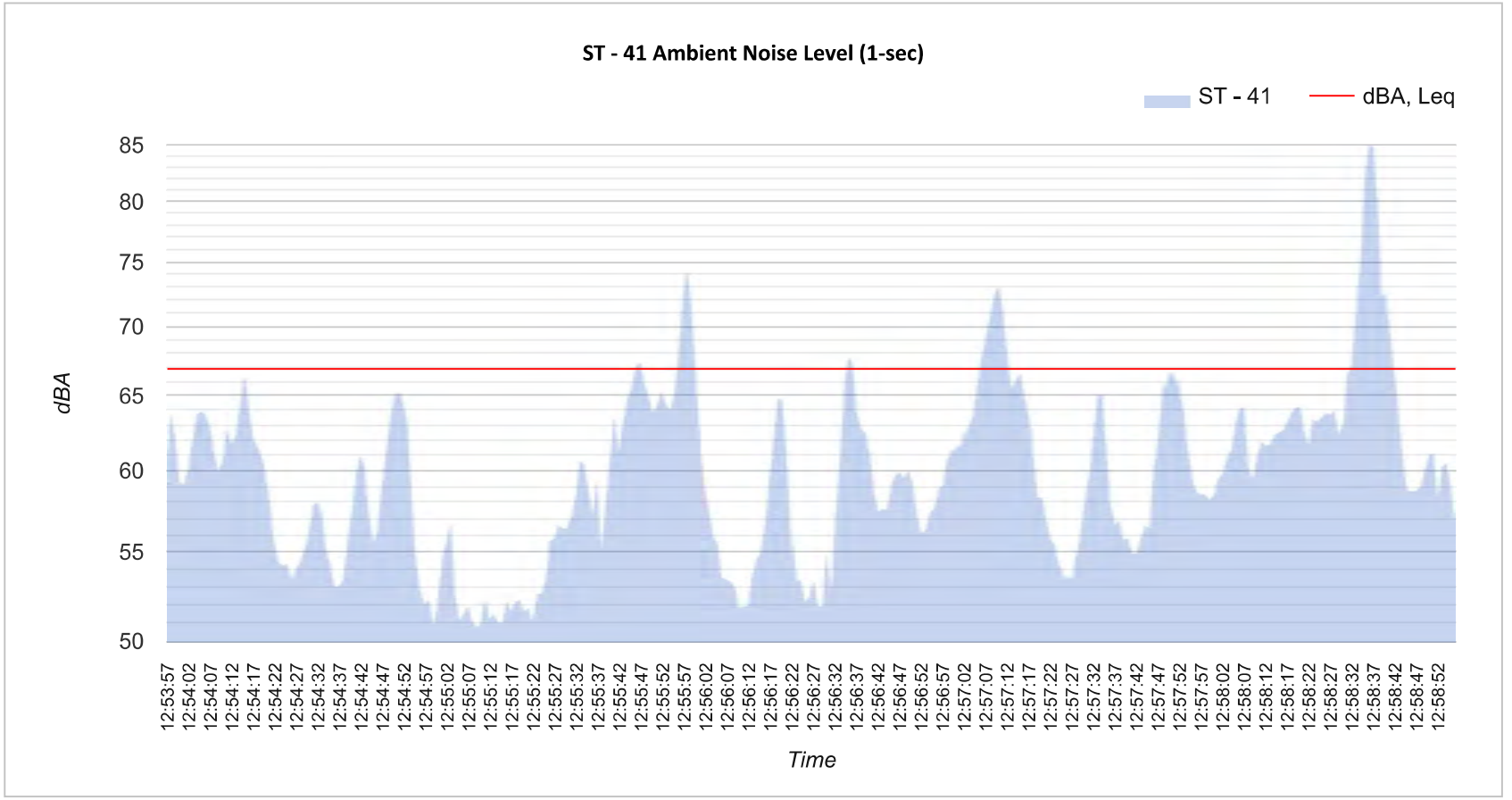


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 41	12:53 PM	12:59 PM	66.9	84.6	50.8	73.1	67	63.6	59.7	52.6

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-41 San Francisco + Cottage (Idle)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	83 degrees, Sunny/Clear, Winds 5 mph	Traffic intersection ~25'
Site Id:	ST - 41	**Ground Type:**	Asphalt	



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-42 Foxglenn Park (Busy)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Ultimate frisbee, 200-300 adults	
Site Address/Location:	Flagstaff, AZ		
Date:	06/04/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST 42 - Foxglenn Park (Busy)		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-42 Foxglenn Park (Busy)

Site Address/Location: Flagstaff, AZ

Site Id: ST 42 - Foxglenn Park (Busy)

Figure 1:



Figure 2:

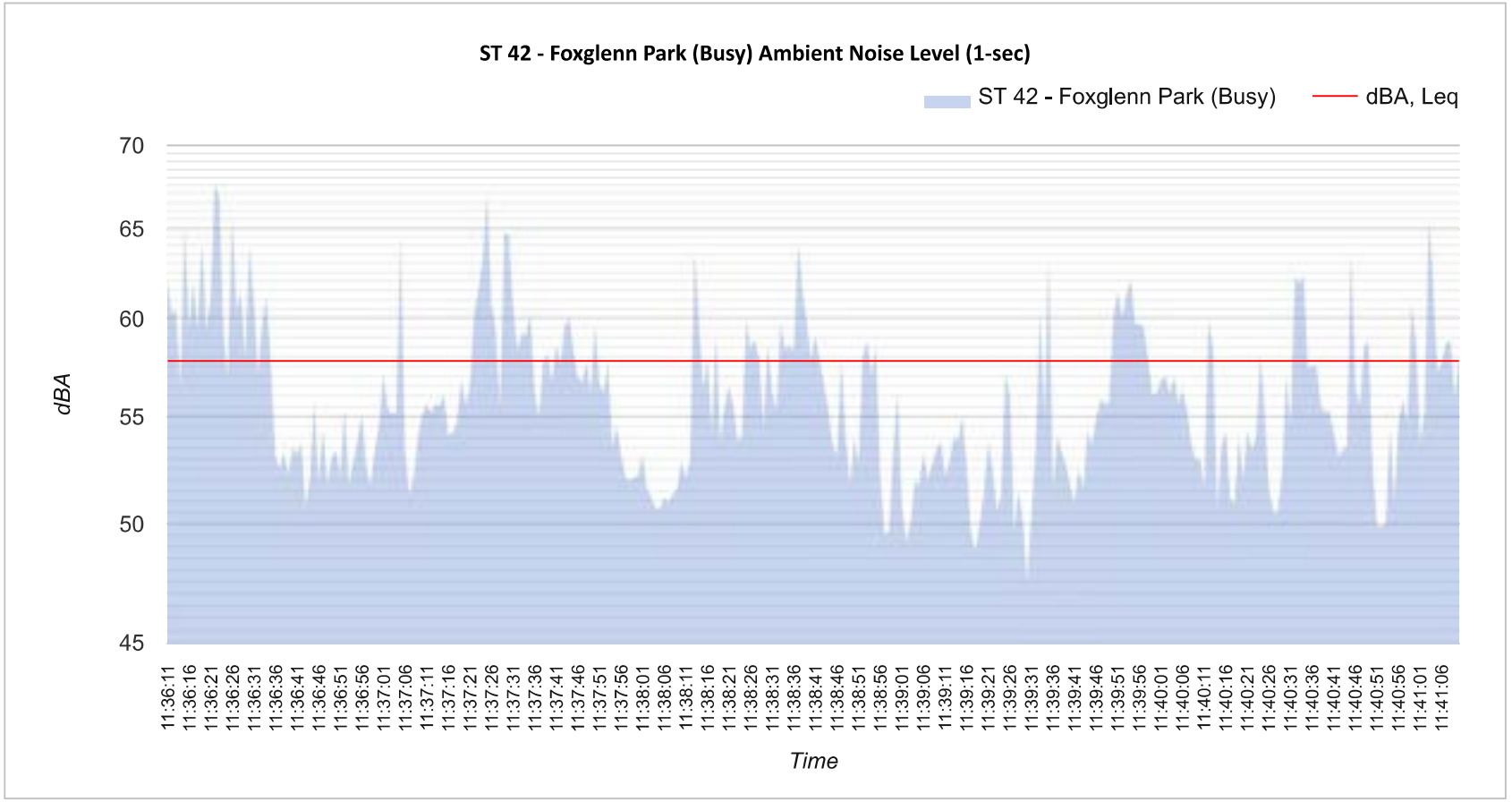


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST 42 - Foxglenn Park (Busy)	11:36 AM	11:42 AM	57.8	68.7	49.1	64.7	61.5	58.4	55.4	51.3

5-Minute Continuous Noise Measurement Datasheet - Cont.

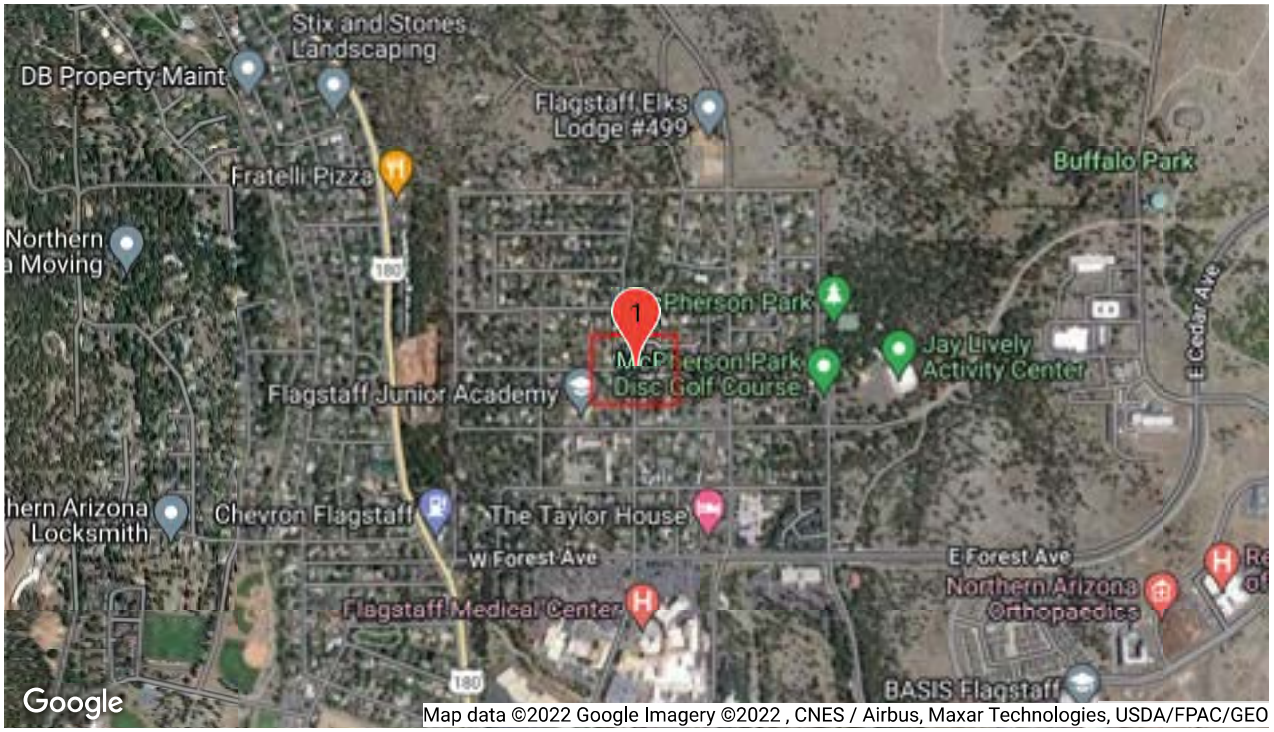
Project Name:	Ordinance: ST-42 Foxglenn Park (Busy)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	70 Degrees, Light Clouds, Wind @ ~10mph	Park - 225'	
Site Id:	ST 42 - Foxglenn Park (Busy)	**Ground Type:**	Grass/Gravel		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-43 Jay Lively Residential (Idle)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Residential ambient, light traffic, no foot traffic, some contruction	
Site Address/Location:	Flagstaff, AZ		
Date:	06/21/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 43		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-43 Jay Lively Residential (Idle)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 43

Figure 1:



Figure 2:

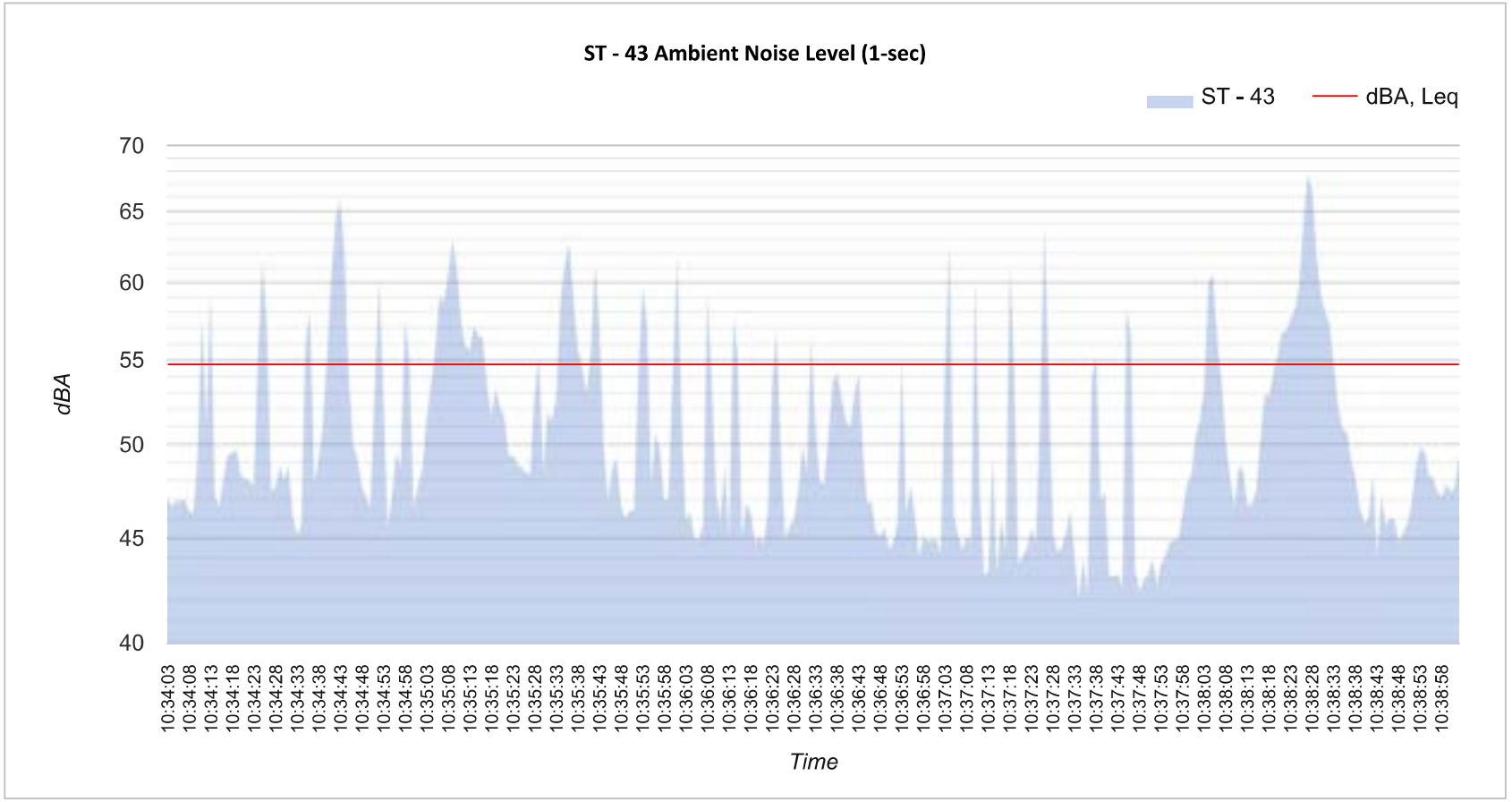


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 43	10:34 AM	10:40 AM	54.7	67.1	42.8	62.9	59.6	54.1	48.6	44.7

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-43 Jay Lively Residential (Idle)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	76 degrees, Sunny/Clear, Winds ~10mph	Residential
Site Id:	ST - 43	**Ground Type:**	Asphalt	



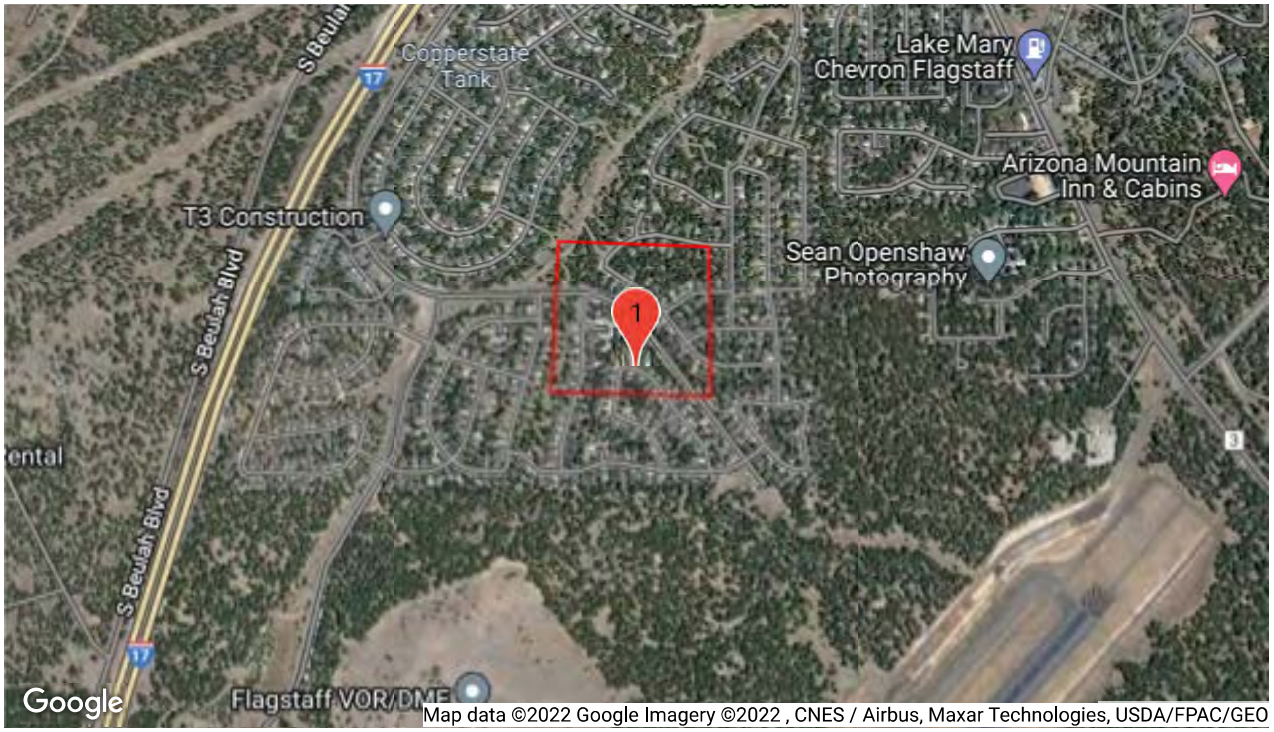
5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-44 Lake Mary Residential (Idle)
Project: #/Name:	0357-2022-001
Site Address/Location:	Flagstaff, AZ
Date:	06/21/2022
Field Tech/Engineer:	Jordan Trubakoff

Site Observations:

Residential ambient, no traffic, no foot traffic

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 44		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-44 Lake Mary Residential (Idle)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 44

Figure 1:

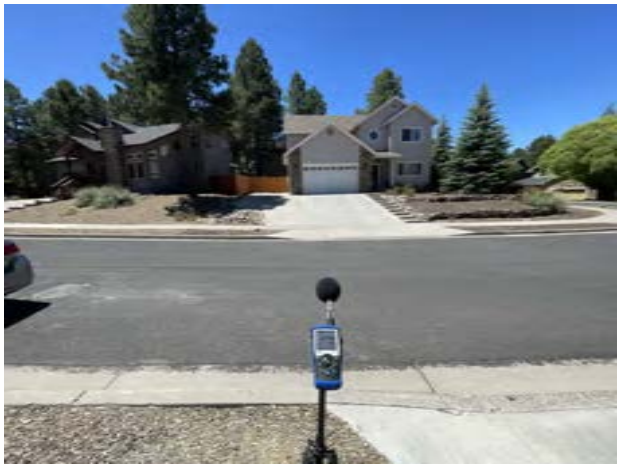


Figure 2:

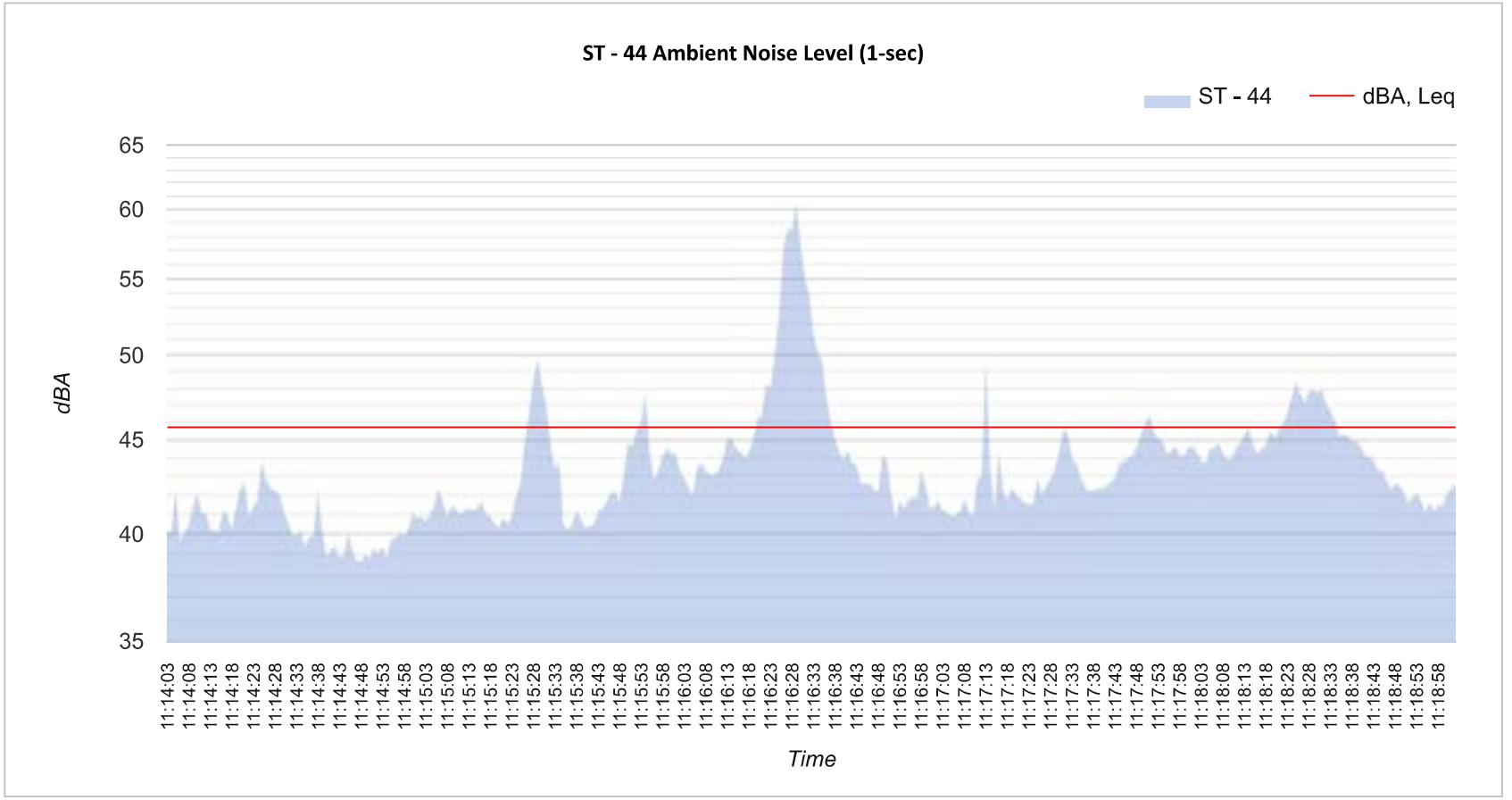


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 44	11:14 AM	11:20 AM	45.7	59.8	38.7	53.9	47.6	44.5	42.6	40.2

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-44 Lake Mary Residential (Idle)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	77 degrees, Sunny/Clear, Winds 5-10mph	Residential	
Site Id:	ST - 44	**Ground Type:**	Asphalt		



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-45 Walnut Residential (Idle)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Residential ambient, no traffic, no foot traffic	
Site Address/Location:	Flagstaff, AZ		
Date:	06/21/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 45		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-45 Walnut Residential (Idle)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 45

Figure 1:



Figure 2:

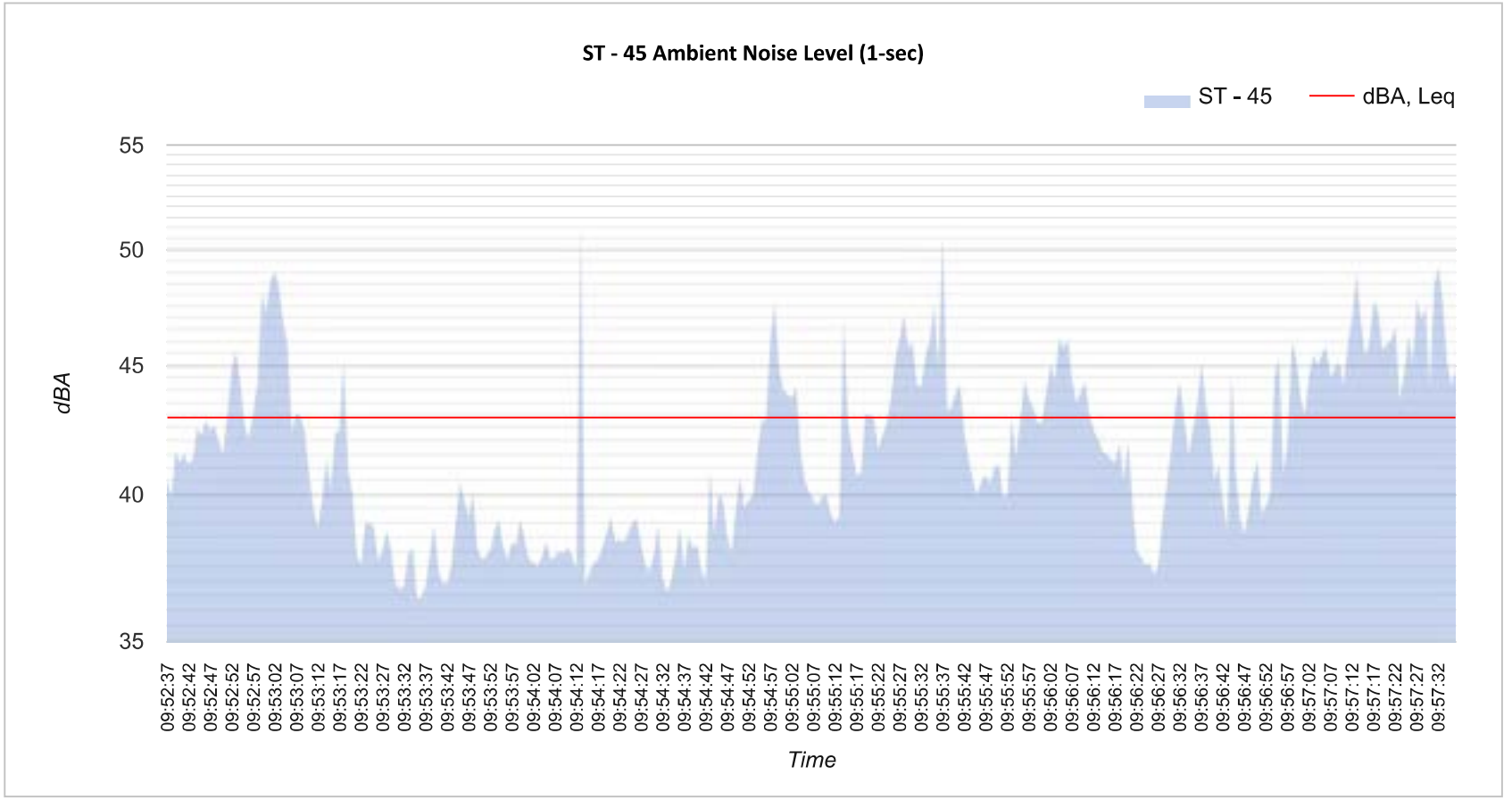


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 45	9:52 AM	9:58 AM	42.9	52.2	36.6	48.4	46.2	44.2	41.3	37.7

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-45 Walnut Residential (Idle)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	73 degrees, Sunny/Clear, Winds ~10mph	Residential	
Site Id:	ST - 45	**Ground Type:**	Asphalt		



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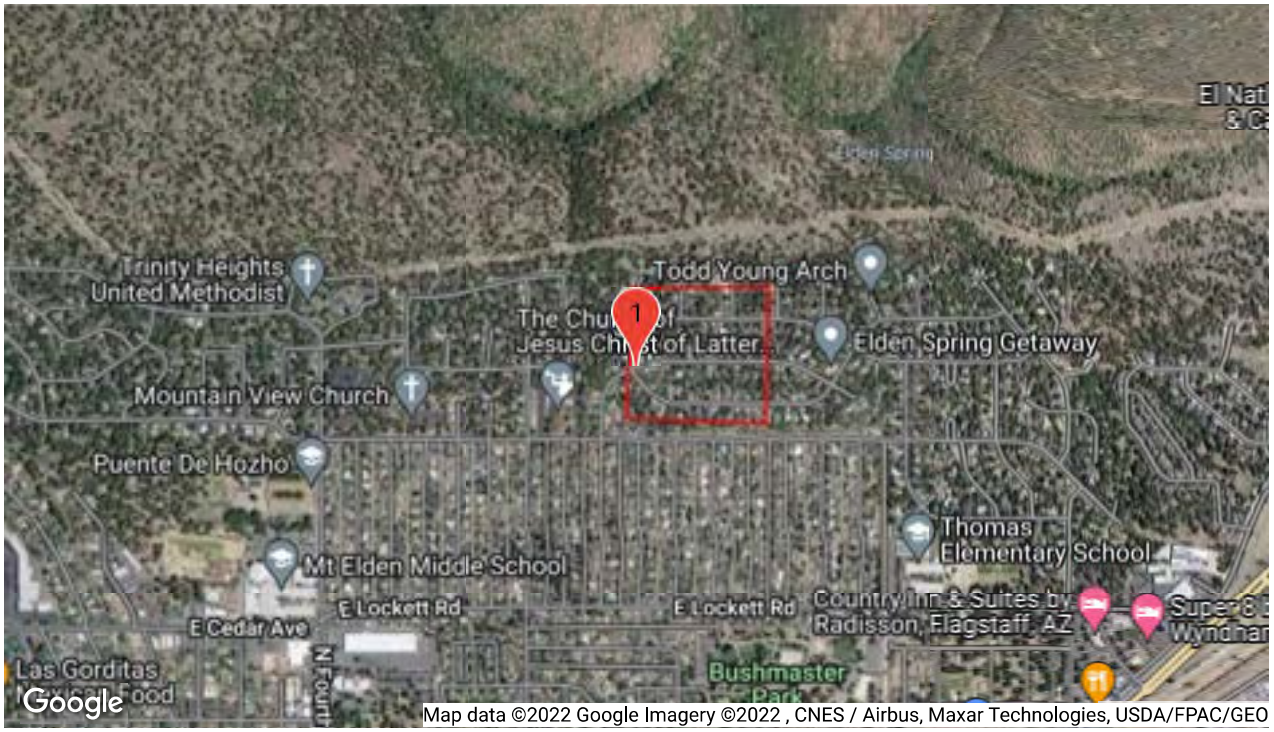
5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-46 Upper Green Law Residential (Idle)
Project: #/Name:	0357-2022-001
Site Address/Location:	Flagstaff, AZ
Date:	06/21/2022
Field Tech/Engineer:	Jordan Trubakoff

Site Observations:

Residential ambient, light traffic, no foot traffic.

Sound Meter:	XL2, NTI	**SN:**	A2A-19621-E0
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 46		



MD ACOUSTICS

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-46 Upper Green Law Residential (Idle)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 46

Figure 1:



Figure 2:

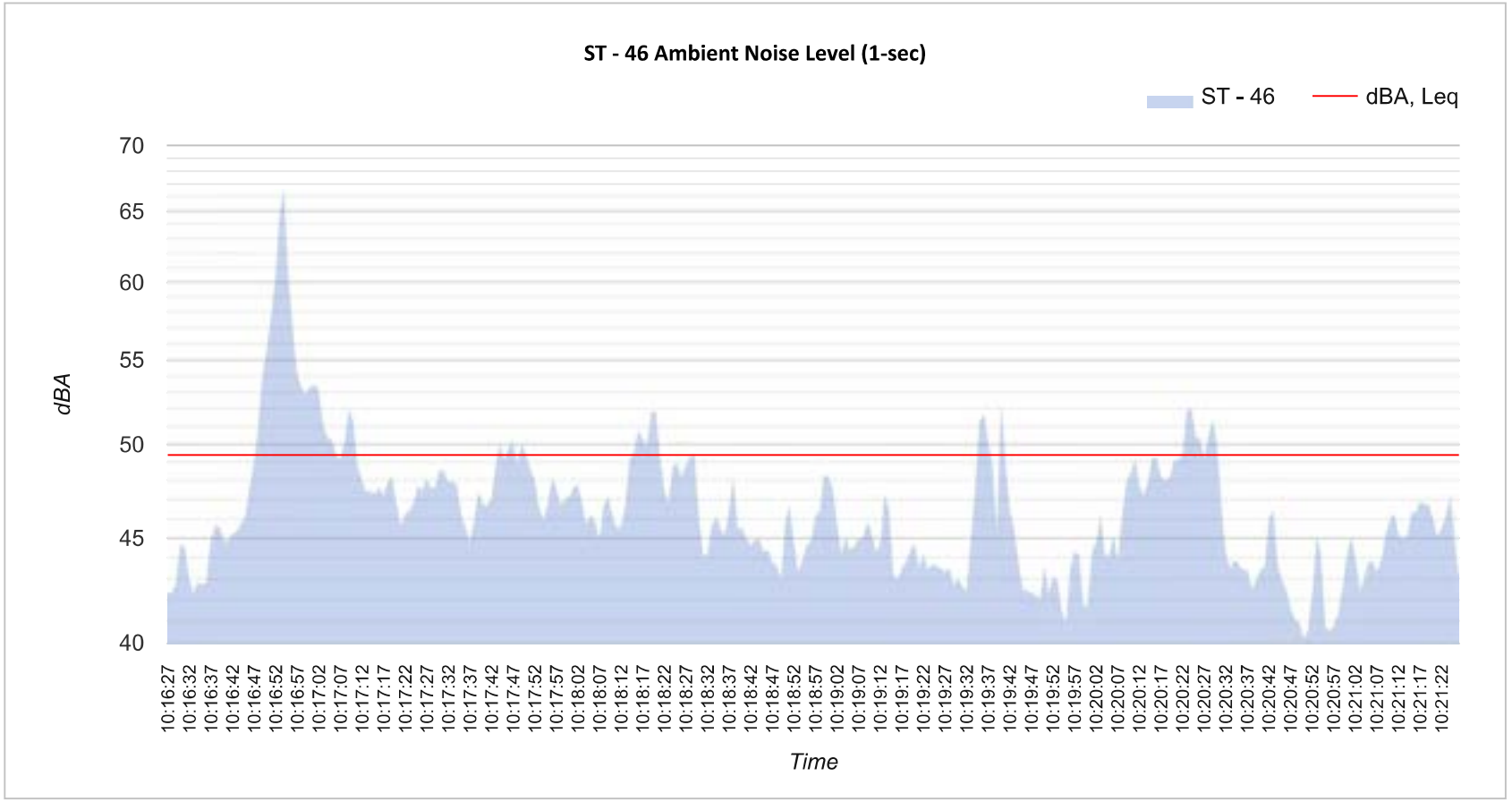


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 46	10:16 AM	10:22 AM	49.4	65.9	40.2	55.6	51.2	48.2	46	42.7

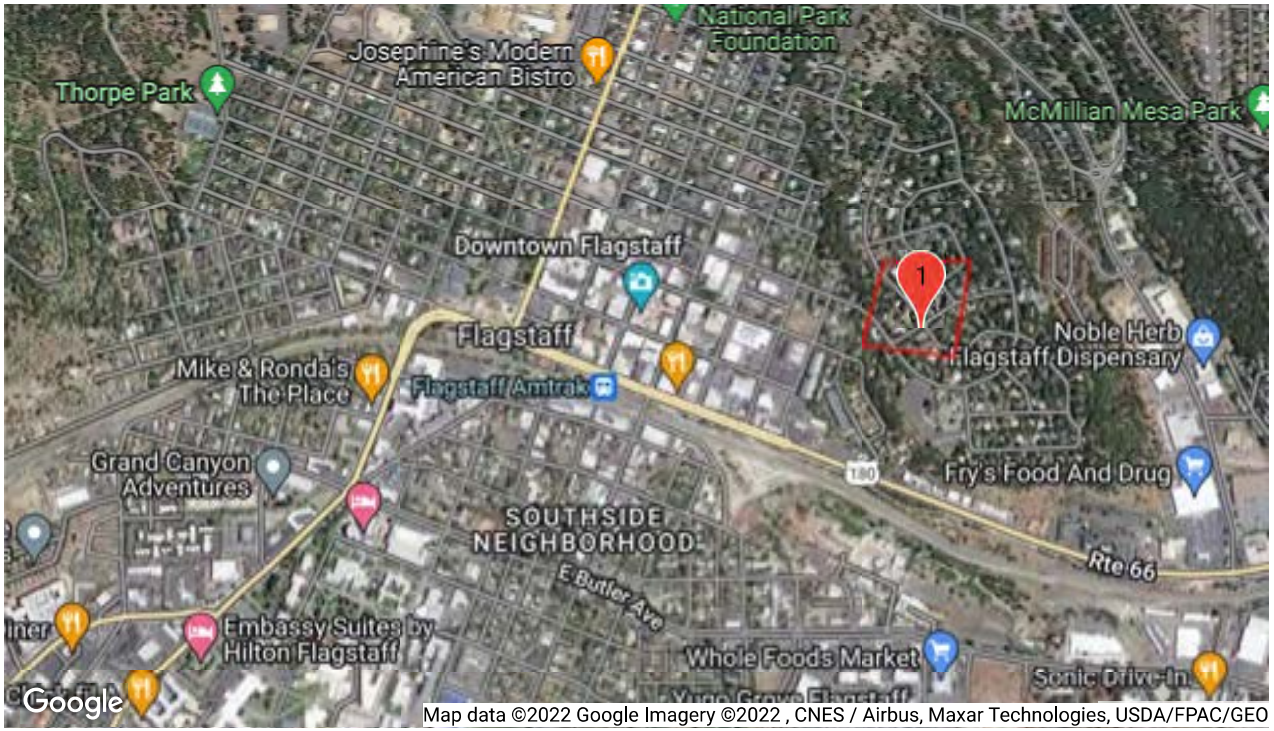
5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-46 Upper Green Law Residential (Idle)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	74 degrees, Sunny/Clear, Winds 10-12 mph	Residential
Site Id:	ST - 46	**Ground Type:**	Asphalt	



5-Minute Continuous Noise Measurement Datasheet

Project Name:	Ordinance: ST-47 Cherry Hill Residential (Idle)	**Site Observations:**	
Project: #/Name:	0357-2022-001	Residential ambient, light/no traffic, no foot traffic.	
Site Address/Location:	Flagstaff, AZ		
Date:	06/21/2022		
Field Tech/Engineer:	Jordan Trubakoff		
Sound Meter:	XL2, NTI	**SN:** A2A-19621-E0	
Settings:	A-weighted, slow, 1-sec, 5-minute interval		
Site Id:	ST - 47		



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5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name: Ordinance: ST-47 Cherry Hill Residential (Idle)

Site Address/Location: Flagstaff, AZ

Site Id: ST - 47

Figure 1:



Figure 2:

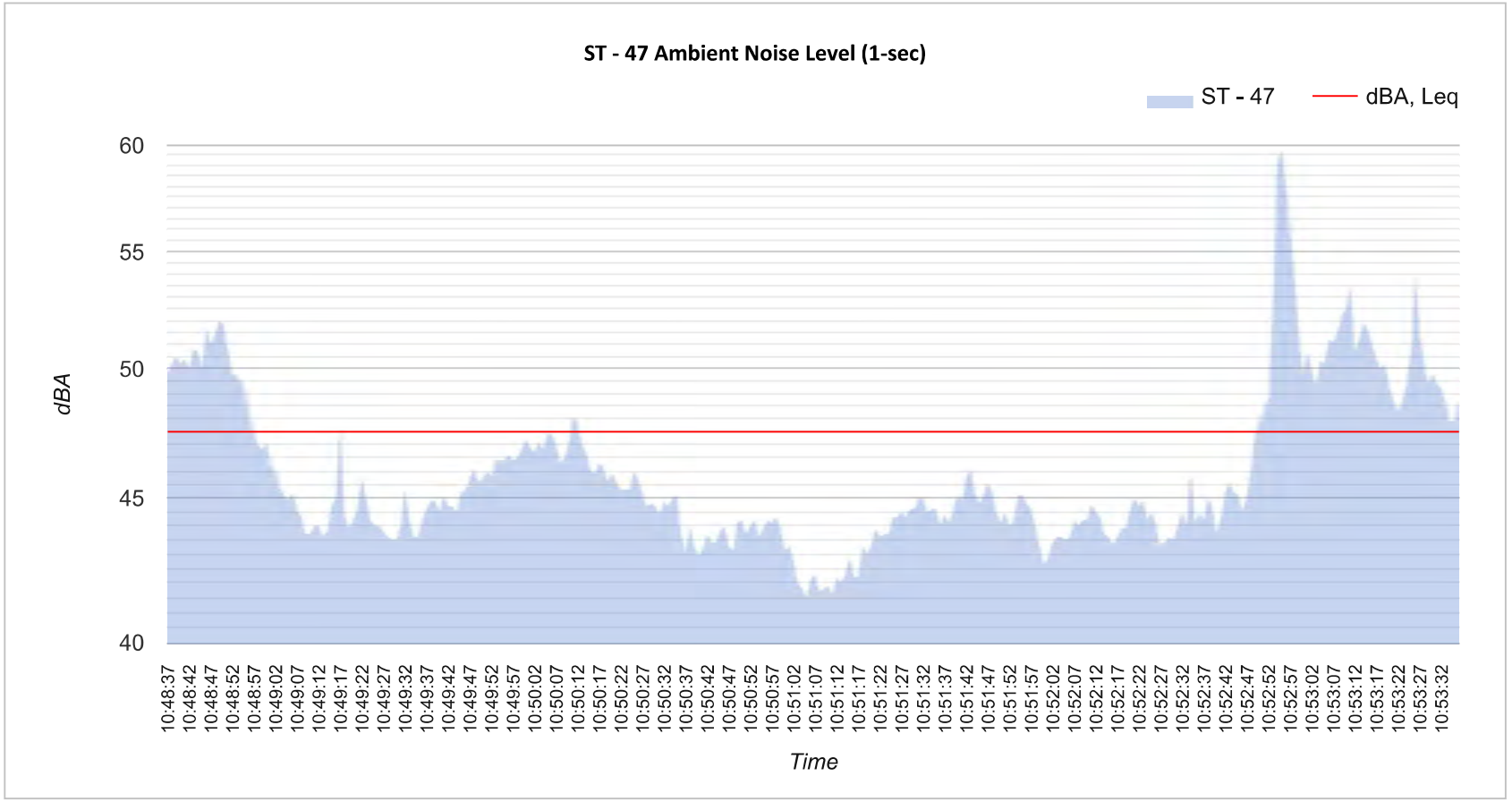


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
ST - 47	10:48 AM	10:54 AM	47.5	59.2	41.6	53.5	50.8	47.1	44.9	43.3

5-Minute Continuous Noise Measurement Datasheet - Cont.

Project Name:	Ordinance: ST-47 Cherry Hill Residential (Idle)	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**
Site Address/Location:	Flagstaff, AZ	**Meteorological Cond.:**	76 degrees, Sunny/Clear, Winds ~10mph	Residential
Site Id:	ST - 47	**Ground Type:**	Asphalt	



MD ACOUSTICS

Appendix C

City of Flagstaff Noise Ordinance

CHAPTER 6-08
NOISE CONTROL

SECTIONS:

6-08-001-0001 DEFINITIONS
6-08-001-0002 NUISANCE NOISE
6-08-001-0003 GENERAL EXCEPTIONS
6-08-001-0004 ENFORCEMENT PROCEDURE
6-08-001-0005 NUISANCE PARTIES
6-08-001-0006 SOUND AMPLIFICATION SYSTEMS IN VEHICLES

6-08-001-0001 DEFINITIONS

The following words and phrases, when used in this chapter, shall have the following meanings:

CLEARLY AUDIBLE: Can be plainly heard by any occupant of a residence.

CONSTRUCTION EQUIPMENT: Any device or mechanical instrument operated by fuel, electric, or pneumatic power employed in the excavation, alteration, repair, demolition or construction of any building, structure, land parcel, public right of way, waterway or appurtenance thereto.

NOISE: Any sound, whether naturally or artificially produced.

PERSON: Any individual, firm, partnership, joint venture, association, corporation, municipal corporation, estate, trust or any other group or combination acting as a unit, and the plural as well as the singular number.

PUBLIC PREMISES: All real property, including appurtenances thereon, which is owned or control by any governmental entity, including all public right of ways, parks and waterways.

PUBLIC SAFETY WORK: Work immediately necessary to restore property to safe condition, or work required to protect persons or property from potential danger or damage, including snowplowing or work by a public or private utility when restoring utility service.

RESIDENCE: A building, or portion thereof, used for living quarters. Residence includes use for temporary living quarters, including but not limited to hotels and motels.

RESIDENTIAL UNIT: A single-family residence, or that portion of a multi-family residence, designed to provide living quarters for a single family.

SOUND AMPLIFICATION SYSTEM: Any device, instrument or system, whether electrical or mechanical or otherwise for amplifying sound or for producing or reproducing sound, including but not limited to any radio, stereo, musical instrument, compact disc, or sound or musical recorder or player. (Ord. 2014, Amended, 12/21/1999; Ord. 2004-21, Amended, 11/16/2004)

6-08-001-0002 NUISANCE NOISE

The following noise restrictions are hereby established for any area within the City:

A. The noise regulations of this Chapter shall apply on Monday through Friday between the hours of twelve o'clock (12:00) A.M. and six o'clock (6:00) A.M. and on Saturday and Sunday between the hours on one o'clock (1:00) A.M. and seven o'clock (7:00) A.M.

B. During the hours given in subsection (A), it shall be unlawful for any person, while outdoors or within a residential unit, to make or permit to be made any noise which is clearly audible within a residential unit other than that from which the noise may have originated.

C. The standards which shall be considered in determining whether a violation of this Section exists shall include the following:

1. The volume of the noise;
2. Whether the nature of the noise is usual or unusual;
3. Volume of background noise, if any;
4. The duration of the noise.

6-08-001-0003 GENERAL EXCEPTIONS

The following activities are exempted from the prohibitions stated in Section 6-8-2:

A. Noise created by public safety work.

B. Sound made to alert persons to the existence of an emergency, danger or attempted crime.

C. Noise associated with the normal traffic of motor vehicles, aircraft or the railroads.

D. Bells or chimes on public buildings.

E. Noise created by construction equipment operated upon public premises by or on behalf of any governmental entity when the welfare or convenience of the public requires the operation of such equipment at night. (Ord. 2004-21, Amended, 11/16/2004)

6-08-001-0004 ENFORCEMENT PROCEDURE

Violations of this Chapter shall be prosecuted as civil violations of the Flagstaff City Code or in the same manner as other misdemeanor violations of the City's Code. (Ord. 1511, 08/04/1987; Ord. 2014, Amended, 12/21/1999)

6-08-001-0005 NUISANCE PARTIES

A. Findings. The City Council of Flagstaff finds and determines that unruly parties held on private property may constitute a nuisance which is a threat to the peace, health, safety and welfare of the general public. Police officers have been required to make repeated responses to unruly parties to abate the nuisance and to disperse uncooperative or unruly participants to restore the public peace and welfare. Such repeat calls deplete the manpower and resources of the Police Department and can leave other areas of the City with compromised levels of police protection so as to create a significant threat to the safety of both citizens and police officers alike.

B. Purpose. The purpose of this section is to deter criminal behavior associated with and related to nuisance parties which have been determined to be a threat to the peace, health, safety or welfare of the general public.

C. Definitions. For the purposes of this section, the following definitions apply, unless the context in which they are used clearly requires otherwise:

1. "Owner" means the owner of any property, as well as any agent of an owner who acts on behalf of the owner to control or otherwise regulate the occupancy or use of the property.

2. "Premises" means the property that is the site of a nuisance party. For residential properties, "premises" means the dwelling unit or units where the nuisance party occurs.

3. "Nuisance party" means a gathering of five (5) or more persons on any private property, including property used to conduct business, in a manner which causes a disturbance of the quiet enjoyment of private or public property by any person or persons. Such disturbances may include, but are not limited to, excessive noise or traffic, obstruction of public streets by crowds or vehicles, drinking in public, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and littering.

4. "Responsible person" means any person in attendance who engaged in a nuisance party, including any owner who is in attendance, occupant, tenant, guest or any sponsor, host or organizer of the nuisance party. "Responsible person" does not include owners or persons in charge of premises where a nuisance party takes place if the persons in attendance obtained use of the premises through illegal entry or trespassing.

5. "Minor" means any person under the age of twenty-one (21) years.

6. "Officer" and/or "police officer" means a duly sworn peace officer in the State of Arizona.

D. Nuisance Party. A nuisance party is unlawful and constitutes a civil infraction.

1. When a police officer responds to the first nuisance party and while at the scene determines that there is a threat to the public peace, health, safety or general welfare, the officer shall issue a written notice of violation to any responsible person(s). The responsible person(s) will be assessed a civil fee as set forth in

subsection (E) of this section.

a. On a first response to a nuisance party, the responsible person(s) shall be assessed a fee commensurate with a second nuisance party, as set forth in subsection (E) of this section, for a first nuisance party if any of the following crimes are being committed at the first nuisance party:

(1) Minor in possession of alcohol;

(2) Minor in consumption of alcohol;

(3) Possession or use of illegal drugs;

(4) Weapons misconduct, in violation of A.R.S. Section 13-3102; or

(5) Any felony offense.

2. If, after a written notice of a violation is issued, police respond for a second time to the same premises for a nuisance party within one hundred twenty (120) days of the first response, such response shall be deemed a second nuisance party and any responsible person(s) as well as the owner of the premises will be issued a written notice of a second violation and assessed a civil fee as set forth in subsection (E) of this section. Notice to any responsible person(s) and the owner shall be provided in the same manner as set forth in subsection (D)(4) of this section.

a. On any response to a second nuisance party, the responsible person(s) shall be assessed a fee commensurate with a third response fee, as set forth in subsection (E) of this section, for a second nuisance party if any of the following crimes are being committed at the nuisance party:

(1) Minor in possession of alcohol;

(2) Minor in consumption of alcohol;

(3) Possession or use of illegal drugs;

(4) Weapons misconduct in violation of A.R.S. Section 13-3102; or

(5) Any felony offense.

3. If, after a written notice of a second violation is issued, police respond to the same premises for a third or subsequent nuisance party within one hundred twenty (120) days of the second nuisance party response, such response shall be deemed a third or subsequent nuisance party and any responsible person(s) as well as the owner of the premises will be issued a written notice of a third or subsequent violation and assessed a civil fee as set forth in subsection (E) of this section. Notice to any responsible person(s) and the owner shall be provided in the same manner as set forth in subsection (D)(4) of this section.

a. On any response to a third or subsequent nuisance party, the responsible person(s) shall be assessed a fee commensurate with two (2) times the fee for a third or subsequent nuisance party, as set forth in subsection (E) of this section, if any of the following crimes are being committed at the party:

(1) Minor in possession of alcohol;

(2) Minor in consumption of alcohol;

(3) Possession or use of illegal drugs;

(4) Weapons misconduct in violation of A.R.S. Section 13-3102; or

(5) Any felony offense.

4. The police officer or other police employee shall provide notice of the violation to the responsible person(s) and the landlord or owner in any of the following manners:

a. Personal service to any responsible person(s) at the nuisance party.

b. As to the resident(s) of the premises, posting of the notice on the door of the premises of the nuisance party.

c. Mailing a copy of the notice of the nuisance party or notice of violation via certified mail to the property owner at the address shown on the Coconino County Property Tax Assessor's records. The return receipt will serve as evidence of service. A courtesy copy of the notice shall be sent to any property manager if known to the Flagstaff Police Department.

d. Upon request by law enforcement the owner must provide the names of any and all occupants listed on the leasing documents of the premises of a nuisance party.

E. Civil Penalties.

1. The civil fees for a responsible person(s) are as follows:

a. For a first nuisance party violation the fee is two hundred fifty dollars ($250.00), inclusive of any State or City fines, fees, assessments or surcharges.

b. For a second nuisance party violation within one hundred twenty (120) days of the first nuisance party the fee is five hundred dollars ($500.00), inclusive of any State or City fines, fees, assessments or surcharges.

c. For a third or subsequent nuisance party within one hundred twenty (120) days of the second

nuisance party the fee is one thousand dollars ($1,000.00), inclusive of any State or City fines, fees, assessments or surcharges.

2. The civil fees for the owner of a property are as follows:

a. If the owner was at the premises when the nuisance party occurred and failed to take reasonable action to prevent the nuisance party the civil fees are as follows:

(1) Two hundred fifty dollars ($250.00) for the first nuisance party, inclusive of any State or City fines, fees, assessments or surcharges.

(2) Five hundred dollars ($500.00) for the second nuisance party within one hundred twenty (120) days of the first nuisance party, inclusive of any State or City fines, fees, assessments or surcharges.

(3) One thousand dollars ($1,000.00) for the third or subsequent nuisance party within one hundred twenty (120) days of a second nuisance party, inclusive of any State or City fines, fees, assessments or surcharges.

b. If notice of the first nuisance party was provided to the owner via certified mail as provided in subsection (D)(4)(c) of this section, a civil fee can be imposed on the owner if a subsequent nuisance party occurs on the premises thirty (30) days after the receipt of the notice of the first nuisance party. The fees are as follows:

(1) Two hundred fifty dollars ($250.00) for the next nuisance party that occurs on the premises thirty (30) days after notification is received by the owner, inclusive of any State or City fines, fees, assessments or surcharges.

(2) Five hundred dollars ($500.00) for a second nuisance party that occurs on the premises thirty (30) days after notification is received by the owner, inclusive of any State or City fines, fees, assessments or surcharges.

(3) One thousand dollars ($1,000.00) for a third or subsequent nuisance party that occurs on the premises thirty (30) days after notification is received by the owner, inclusive of any State or City fines, fees, assessments or surcharges.

c. Within ten (10) business days of receipt of notification of violation, the owner may petition the Chief of Police, or the Chief's designee, for a waiver of the civil fee for the first nuisance party that occurs thirty (30) days after notification of the nuisance party was received, under the following circumstances:

(1) The owner has taken steps reasonably necessary to prevent a subsequent nuisance party or to exclude the uninvited persons from the premises, or the owner is actively attempting to evict

the responsible persons from the premises.

(2) The owner agrees to actively participate in the Flagstaff Police Department's Crime Free Multi-Housing Program by participating in the training provided by the Flagstaff Police Department, requiring tenants to sign a crime free lease addendum, and by receiving reports regarding criminal activity on the premises and taking action based upon those reports.

(3) The owner of a property with over one hundred (100) individually rented units obtains and maintains private security services for the entire property.

d. If an owner evicts tenants from a premises where a nuisance party occurred and new tenants at the same premises are given notice of a nuisance party violation the owner must be renotified pursuant to subsection (D)(4)(c) of this section.

3. Nothing in this section shall be construed to impose liability on the owner, occupant, or tenant of the premises or sponsor of the nuisance party for the conduct of persons who are in attendance without the express or implied consent of the owner, occupant, tenant, or sponsor, as long as the owner, occupant, tenant, or sponsor has taken steps to prevent a subsequent nuisance party or to exclude the uninvited persons from the premises. Where an invited person engages in unlawful conduct which the owner, occupant, tenant or sponsor could not reasonably foresee and could not reasonably control without the intervention of the police, the unlawful conduct of the person shall not be attributable to the owner, occupant, tenant or sponsor for the purpose of determining liability under this section.

F. Other Remedies. Nothing in this section shall be construed as affecting the ability of the State to initiate or continue concurrent or subsequent criminal prosecution of any responsible persons or owner for any violations of the provisions of the City code or State law arising out of the circumstances necessitating the application of this section.

G. Hearing Procedures.

1. A person liable for the civil fee under this section may, within ten (10) days of receipt of notice of the violation, request a hearing with a Hearing Officer designated by the Presiding Magistrate of the Flagstaff Municipal Court.

2. The Hearing Officer shall set a time and place for the hearing as soon as practicable.

3. The hearing shall be conducted in an informal process to determine whether there is a sufficient factual and legal basis to impose the civil fee. The rules of evidence shall not apply; provided, that the decision of the Hearing Officer shall in all cases be based upon substantial and reliable evidence. All parties to the hearing shall have the right to present evidence. The Police Department shall have the burden of establishing by a preponderance of the evidence that a violation has occurred.

4. The decision of the Hearing Officer is final. A failure of the person notified of the violation as set forth in subsection (D)(4) of this section to timely request a hearing or the failure to appear at a scheduled hearing shall constitute a waiver of the right to a hearing or to challenge the validity of the notice or violation. (Ord. 1934, Enacted, 02/18/1997; Ord. 2009-32, Amended, 10/06/2009; Ord. 2015-08, Amended, 05/19/2015)

6-08-001-0006 SOUND AMPLIFICATION SYSTEMS IN VEHICLES

A. LIMITATIONS ON USE

1. Except as authorized by law, no person shall operate or permit the operation of any sound amplification system in or on a vehicle in such a manner or with such volume as to annoy or disturb the quiet, comfort or repose of any person or neighborhood in the vicinity.

2. Except as authorized by law, no person shall operate or permit the operation of any sound amplification system in or on a vehicle which can be heard at a distance of fifty (50) feet or more and which annoys or disturbs a reasonable person of normal sensitivities, or which causes a person to be aware of vibration accompanying the sound at a distance of fifty (50) feet or more.

B. EXEMPTIONS

1. Amplification systems being operated to request assistance of an emergency nature or to warn of a hazardous situation;

2. Authorized emergency vehicles;

3. Vehicles operated by utility companies;

4. Vehicles used in parades, concerts, festivals, fairs or similar activities subject to any sound limits in any permit or other approval by the city; or

5. Amplification systems in vehicles which are operated on private property with the permission of the owner and which are not audible beyond the property line.

(Ord. 2014, Add, 12/21/1999)

Appendix D

City of Sedona, AZ and City of Boulder, CO Noise Ordinances

Chapter 8.25
NOISE REGULATIONS

Sections:

8.25.010 Declaration policy.
8.25.020 Definitions.
8.25.030 Noise.
8.25.040 Special noise sources.
8.25.050 Construction of buildings and projects.
8.25.060 Unnecessary noise in residential areas.
8.25.070 Penalties.

8.25.010 Declaration policy.

It is hereby declared to be the policy of the city of Sedona to prohibit unnecessary, excessive and offensive noises from all sources subject to its police power. At certain levels, noises are nuisances detrimental to the health, safety and welfare of the citizenry, and in the public interest, such noise shall be systematically proscribed. [Ord. 2021-08 § 1, 11-9-2021; Res. 2021-28 Exh. A, 11-9-2021].

8.25.020 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"A-weighted scale" means the total sound level of all noise as measured with a sound level meter using the A-weighting network. The unit is the dB(A).

"Commercial area" means an area located within a commercial zoning district (CO), lodging district (L), mixed-use office district (M2), mixed-use activity center district (M3), or community facilities district (CF) pursuant to the city Land Development Code or public right-of-way.

"Community noise standards" means the noise standards set forth in SCC 8.25.030(C).

"Decibel (dB)" means a sound pressure that is 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, two times 10^{-5} newton/meter^2.

"Emergency work" means any work performed to prevent or alleviate physical trauma or property damage threatened or caused by an emergency which has resulted or may result in a disruption of service and which is

necessary to restore property to a safe condition following a public calamity or work required to protect the health, safety or welfare of persons or property or work by private or public utilities when restoring utility service.

"Frequency" of a function periodic in time shall mean the reciprocal of the primitive period. The unit is the hertz and shall be specified.

"Impulse noise" means a noise of short duration, usually less than one second, with an abrupt onset and rapid decay.

"Industrial area" means an area located within a light industrial zoning district (IN) pursuant to the city Land Development Code.

"Motor vehicles" means any self-propelled device in, upon, or by which any person or property is, or may be, transported within the city, including, but not limited to, licensed or unlicensed vehicles, automobiles, off-highway vehicles, minibikes, go-carts, motorized skateboards, and motorcycles.

"Nonresidential area" shall include any area located within a commercial area, industrial area or other area not zoned as a single-family residential zoning district or multifamily residential zoning district pursuant to the city Land Development Code.

"Period" of a periodic quantity shall mean the smallest increment of time for which the function repeats itself.

"Periodic quantity" means oscillating quantity, the values of which recur for equal increments of time.

"Person" means an individual, firm, association, partnership, joint venture or corporation. For the purpose of SCC 8.25.060, person shall also include an owner of property, tenant, lessee, manager, agent, or other person entitled to lawfully possess (or who claims lawful possession of) such property at the time of the offense.

"Pure tone noise" means any noise that is distinctly audible as a single pitch (frequency) or set of pitches as determined by the enforcement officer.

"Residential area" means an area located within a single-family residential or multifamily residential zoning district pursuant to the city Land Development Code.

"Sound level meter" means an instrument including a microphone, an amplifier, an output meter, and frequency weighting networks used to measure sound levels which satisfies the pertinent requirements in American National Standard Specifications for Sound Level Meters S1.4-1983 or the most recent revision thereof.

"Sound level (noise level)" in decibels (dB) is the sound measured with the A-weighting and slow response by a sound level meter. [Ord. 2021-08 § 1, 11-9-2021; Res. 2021-28 Exh. A, 11-9-2021].

8.25.030 Noise.

A. *Exemptions.* The following uses and activities shall be exempt from noise level regulations in this section, but may be subject to other city regulations, including but not limited to the regulations in the Land Development Code:

1. The operation of air-conditioning, pool or spa equipment when it is properly functioning in accordance with manufacturer's specifications;

2. The operation of power tools and lawn maintenance equipment in a commercial area or industrial area, or over 250 feet of a residential property line when operated on commercial or industrial property, between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, or between the hours of 9:00 a.m. and 6:00 p.m. on weekends or federal holidays. All engine-driven equipment used in these activities shall be operated with a muffler or noise-reducing equipment in accordance with manufacturer's specifications. The operation of power tools and lawn maintenance equipment, excluding emergency work, in commercial or industrial areas at all other times shall be subject to the community noise standards;

3. The operation of power tools and lawn maintenance equipment in a residential area between 7:00 a.m. and 8:00 p.m., but only if said equipment is properly functioning with all mufflers and noise-reducing equipment in accordance with manufacturer's specifications. The operation of lawn maintenance equipment in residential areas at all other times shall be subject to the community noise standards;

4. Nonamplified noises resulting from the activities such as those planned for school, governmental or community groups or duly authorized by such groups;

5. Noises of safety signals, warning and alarm devices, emergency generators, storm warning sirens, emergency pressure relief valves or horns and the authorized testing of such equipment;

6. Noises resulting from emergency work as defined in SCC 8.25.020;

7. Noises of church chimes;

8. Noises created by aircraft;

9. Public or utility owned or operated stationary mechanical equipment so long as such equipment is properly functioning pursuant to manufacturer's specifications;

10. Road and street noise generated from the normal operation of traffic except as regulated herein, or any emergency or safety warning devices, such as, but not limited to, vehicle horns or back-up beepers;

11. Work by or on behalf of the city, the state, or the federal government, between the hours of 8:00 p.m. and 7:00 a.m., when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 8:00 p.m.;

12. Special events for which a permit has been obtained from the city, so long as said event is conducted in compliance with the terms and conditions of the permit;

13. Sound from any mobile garbage collection vehicle;

14. Noises from permissible consumer fireworks and their use as defined in Chapter 8.50 SCC except between the hours of 12:30 a.m. and 7:00 a.m.

B. *Measurement Criteria.* For the purpose of enforcement of the provisions of this section, noise level shall be measured on the A-weighted scale with a sound level meter. The meter shall be set for slow response speed, except that for impulse noises or rapidly varying sound levels, fast response speed may be used. Prior to measurement, the meter shall be verified, and adjusted according to the manufacturer's specifications by means of an acoustical calibrator.

C. *Allowable Noise Levels.*

1. It is unlawful for any person to create any noise which would cause the noise level measured from any location at or within the property line of the complainant's property to exceed the following community noise standards for more than 15 minutes in commercial areas and industrial areas and for more than five minutes in residential areas:

Table 1. Community Noise Standards

Zone	Time	Noise Standard Maximum dB(A)
Residential area	10:00 p.m. – 7:00 a.m.	50
	7:00 a.m. – 10:00 p.m.	60
Commercial area	10:00 p.m. – 7:00 a.m.	65
	7:00 a.m. – 10:00 p.m.	65
Industrial area	10:00 p.m. – 7:00 a.m.	65
	7:00 a.m. – 10:00 p.m.	70

2. If the measurement location is on a boundary between two zoning districts, the lower noise standard shall apply. [Ord. 2021-08 § 1, 11-9-2021; Res. 2021-28 Exh. A, 11-9-2021].

8.25.040 Special noise sources.

A. *Power Plant Equipment.* It is unlawful for the noise level of power plant equipment during normal operation to exceed the industrial community noise standards set forth in SCC 8.25.030.

B. *Sound Trucks – Loudspeakers – Other Sound Amplifiers.* It is unlawful to play, operate or use any device known as a sound truck, loudspeaker or sound amplifier, radio or phonograph with a loudspeaker or sound amplifier or any instrument of any kind or character which emits loud and raucous noises from any vehicle.

C. *Motor Vehicles.*

1. *Vehicle Repair.* It shall be unlawful for any person within any residential area of the city to repair, rebuild or test any motor vehicle (between the hours of 10:00 p.m. of one day and 7:00 a.m. of the next day) in such a

manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance.

2. *Motor Vehicle Mufflers.* It is unlawful for any person to operate a motor vehicle which shall not at all times be equipped with a muffler upon the exhaust thereof in good working order and in constant operation to prevent excessive or unusual noise, and it is unlawful for any person operating any motor vehicle to use a cutout, bypass or similar muffler elimination appliance.

3. *Braking Devices.* It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within the city any compression release or other engine braking device designed to aid in the braking or deceleration of any vehicle which results in noise in excess of that which would otherwise be produced from such vehicle without such braking device. The provisions of this subsection do not apply to public safety vehicles.

4. *Vehicle Operation.* Except as authorized by law, no person shall operate either a motor vehicle or combination of vehicles at any time or under any condition of grade, load, acceleration or deceleration in such a manner as to exceed the following noise limit of the category of motor vehicle based on a distance of 50 feet from the center of the lane or travel within the speed limits specified in the following table:

	Speed Limit of 35 mph or Less	Speed Limit of More Than 35 mph
(i) Any motor vehicle with a manufacturer's gross vehicle weight rating of 6,000 pounds or more, any combination of vehicles towed by such motor vehicle, and any motorcycle other than a motor-driven cycle (moped)	88 dB(A)	92 dB(A)
(ii) Any other motor vehicle and any combination of vehicles towed by such motor vehicles	82 dB(A)	86 dB(A)

D. *Schools, Churches and Hospitals.* It shall be unlawful for any person to create any noise on any street, sidewalk or public place adjacent to any school, institution of learning or church while the same is in use or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital; provided, that conspicuous signs are displayed in such streets, sidewalk or public place indicating the presence of a school, church or hospital.

E. *Burglar Alarms.* An exterior burglar alarm of a building or motor vehicle must be activated in such a manner that the burglar alarm terminates its operation within five minutes for continuous airborne sound and 15 minutes for impulsive sound after it has been activated. At all times, the limits of the applicable community noise standards set forth in SCC 8.25.030 do not apply.

F. *Animals.* Domesticated or caged nonfarm animals may not bark, squeal, crow, howl or make any other such noises for more than five minutes if continuous or more than 15 minutes if intermittent. At all times, the limits of the applicable community noise standards set forth in SCC 8.25.030 do not apply.

G. *Specific Acts Prohibited.*

1. The playing of any radio, stereo, player, or other sound device, including, but not limited to, "boom boxes" or other devices for reproduction or amplification of sound, from a public street, public property or public right-of-way in such a manner as to be plainly audible at a distance of 50 feet or greater in any direction between the hours of 8:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 8:00 a.m., such equipment shall not be operated in such a manner that it is plainly audible at a distance of 25 feet in any direction.

2. The playing of any musical instrument, including, but not limited to, guitar, keyboard, drums or other musical instrument, from a public street, public property or public right-of-way in such a manner as to be plainly audible at a distance of 50 feet or greater in any direction between the hours of 8:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m. and 8:00 a.m., sound from such equipment shall not be plainly audible by any person other than the operator. [Ord. 2021-08 § 1, 11-9-2021; Res. 2021-28 Exh. A, 11-9-2021].

8.25.050 Construction of buildings and projects.

A. *General Provisions.* It shall be unlawful for any person to pour concrete or perform construction work in the city, except within the time periods specified herein; at all other times the limits of the applicable community noise standards set forth in SCC 8.25.030 shall apply. As used in this section, "construction work" shall include (1) operating construction-related equipment, (2) performing outside construction work, (3) performing outside repair work on buildings, structures or projects and (4) operating a pile driver, power shovel, pneumatic hammer, derrick, power hoist or other construction-type device.

B. *Start/Stop Times.*

1. *Concrete.* For the delivery, placement and finishing of concrete and stucco, concrete mixing trucks may be idled, between the hours of 6:00 a.m. and 9:00 p.m. Monday through Saturday or at such other times as authorized by permit. During the period from May 1st through September 30th of each year such work may begin one-half hour before sunrise.

2. *All Other Construction – Residential Zones in or Within 250 Feet.* All other construction work shall not begin prior to 6:00 a.m. and must stop by 9:00 p.m. Monday through Saturday in or within 250 feet of a residential zone.

3. *Commercial and Industrial Zones.* Construction work in commercial and industrial zones not within 250 feet of a residential zone shall not begin prior to 5:00 a.m. and must stop by 9:00 p.m. Monday through Saturday or it may be conducted at such times as authorized by permit.

C. *Permit.* Construction work may be conducted at different times than otherwise permitted herein if, upon written application, a permit is obtained from the community development department. In granting such permit, the director of the community development department shall consider: whether construction noise in the vicinity of the proposed work site would be less objectionable at night than during the daytime because of the different population levels or different neighborhood activities; whether obstruction and interference with traffic, particularly on streets of major importance, would be less objectionable at night than during the daytime; whether the kind of work to be performed emits noises at such a low level as to not cause significant disturbance of the

reasonable peaceful enjoyment of the surrounding neighbors in the vicinity of the work site; whether the neighborhood of the proposed work site is primarily residential in character wherein sleep would be disturbed; whether great economic hardship would occur if the work were spread over a longer time; whether the work will abate or prevent hazard to life or property; and whether the proposed early morning or night work is in the general public interest. The director shall prescribe such conditions, working times, types of construction equipment to be used and permissible noise emissions as the director deems appropriate in the public interest. No permit shall be required to perform emergency work necessary to restore property to a safe condition following a public calamity, work required to protect the health, safety or welfare of persons or property or work by private or public utilities when restoring utility service.

D. *Revocation of Permits – Appeal.* The director may revoke any permit granted hereunder upon complaints based upon substantial evidence that the construction work causes significant disturbance of the reasonable peaceful enjoyment of the surrounding neighbors in the vicinity of the work site. Any person aggrieved by the granting of a permit or the refusal to grant a permit by the city manager or authorized representative may appeal the decision to the city council who shall hear such appeal at the next regularly scheduled meeting of the city council.

E. *Stop Orders.* Whenever any work on a construction project is in violation of the provisions of this section, the director may order the construction project stopped by notice in writing served on any persons responsible for the project, and any such persons shall forthwith stop work on the project until a permit is obtained. [Ord. 2021-08 § 1, 11-9-2021; Res. 2021-28 Exh. A, 11-9-2021].

8.25.060 Unnecessary noise in residential areas.

A. Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful in residential areas for any person without justification to make or continue, or cause or permit to be made or continued, any unnecessary, excessive or offensive noise, which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person residing in the area.

B. Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful in residential areas for any person without justification to yell, shout, make unreasonably loud and disturbing noise, or allow any such noises to occur on one's property, between the hours of 9:00 p.m. and 7:00 a.m., or at any time so as to disturb the quiet, comfort, or repose of a reasonable person of ordinary sensitivity. "Unreasonably loud and disturbing noise" means any noise of such character, intensity or duration as to be detrimental to the life or health or well-being of any individual in a residential area, or as to disturb the public peace and quiet of an individual in a residential area. This subsection applies only to those situations where the disturbance is not a result of the content of the communication, but due to the volume, duration, location, timing or other factors not based on content.

C. The factors that will be considered in determining whether a violation of the provisions of this section exists will include, but not be limited to, the following:

1. The volume of noise;

2. The intensity of the noise;

3. Whether the nature of the noise is usual or unusual;

4. Whether the origin of the noise is natural or unnatural;

5. The volume and intensity of the background noise, if any;

6. The proximity of the noise to residential sleeping facilities;

7. The nature and zoning of the area within which the noise emanates;

8. The density of the inhabitation of the area within which the noise emanates;

9. The time of the day or night the noise occurs;

10. The duration of the noise;

11. Whether the noise is recurrent, intermittent or constant;

12. Whether the noise is produced by a commercial or noncommercial activity;

13. Whether it is a pure tone noise;

14. Whether it is an impulse noise.

D. The evidence that may be considered in determining whether a violation of the provisions of this section exists may include any of the following evidence: officer observations, witness statement, photograph, video recording, audio recording, data from a noise app, noise nuisance log, and any other type of evidence as determined by the officer. [Ord. 2021-08 § 1, 11-9-2021; Res. 2021-28 Exh. A, 11-9-2021].

8.25.070 Penalties.

A. *Violations of SCC 8.25.030, 8.25.040, and 8.25.050.*

1. *Civil Violations.* Any person who violates SCC 8.25.030, 8.25.040, or 8.25.050 shall be subject, upon order of a court, to a civil penalty of not more than $2,500 for each offense, and each day during which the violation continues shall constitute a separate offense.

2. *Habitual Offender.* A habitual offender is a person who commits a violation of this chapter after previously having been found responsible for committing three or more civil violations of this chapter within a 24-month period, whether by admission, by payment of the fine, by default or by judgment after hearing. A habitual offender shall be guilty of a criminal class 1 misdemeanor complaint in the city municipal court against habitual offenders who violate this chapter. For purposes of calculating the 24-month period under this subsection, the dates of the commission of the offenses are the determining factor.

a. For habitual offenders, upon conviction of a violation of this chapter, the court may impose a sentence of incarceration not to exceed six months in jail; or a fine not to exceed $2,500, exclusive of penalty assessments prescribed by law; or both. The court shall order a person who has been convicted

of violation of this chapter to pay a fine of not less than $500.00 for each count upon which a conviction has been obtained.

b. Every action or proceeding under this chapter shall be commenced and prosecuted in accordance with the laws of the state relating to criminal misdemeanors and the state rules of criminal procedure.

c. Habitual offenders shall not be eligible for a temporary use permit per SLDC 8.4(D) for six months after the third violation within 24 months and each subsequent violation.

B. *Violations of SCC 8.25.060 Regarding Unnecessary Noise in Residential Areas – Criminal Penalty.* Any person found guilty of violating SCC 8.25.060 shall be guilty of a class 1 misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed $2,500 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day that a violation continues is a separate offense punishable as set forth herein or by civil sanction.

C. *Enforcement.* The police chief and his/her designees, including code enforcement officers as applicable, shall have the authority to enforce the noise regulations contained in this chapter. Nothing in this chapter shall prevent obtaining voluntary compliance by way of warning, notice or education.

D. *Severability.* If any provision or portion of a provision of this chapter is held to be unconstitutional, preempted by federal or state law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated. [Ord. 2021-08 § 1, 11-9-2021; Res. 2021-28 Exh. A, 11-9-2021].

The Sedona City Code is current through Ordinance 2022-02, passed March 22, 2022.

Disclaimer: The city clerk's office has the official version of the Sedona City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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City Website: www.SedonaAZ.gov
Code Publishing Company

Chapter 9 - Noise

Footnotes:
*--- (**21**) ---*
Adopted by Ordinance No. 7358.

5-9-1. - Legislative Intent.

The purpose of this chapter is to protect the public health, safety and welfare by defining those noises and sounds which by their volume or other physical characteristics, and, depending on their time, place and manner, disturb people of normal sensitivity, and to regulate such noises and sounds to the extent that can be done without detrimentally affecting necessary residential, commercial and governmental activities. [1] It is not the intention of the council to differentiate on the basis of the content, if there be any, of the prohibited sounds. However, in certain instances the council finds that there is a compelling governmental interest in making an exception for the loudness of certain sounds, such as warnings of imminent hazard.

[1] For other provisions involving noise, see sections 6-1-19, "Barking, Howling, or Other Unreasonable Animal Noise Prohibited," 7-3-4, and "Adequate Muffling of Noise Required," B.R.C. 1981.

5-9-2. - Definitions.

As used in this chapter, the following words are defined to mean:

Commercial district or *commercial zone* or *commercial* means any area zoned A, BCS, BMS, BC, MU, P, BT, BR or DT.

Group living arrangement means those group residencies in which the individual or family lives in a room or rooms of their own, but which contains common dining facilities and where decisions concerning the use of common areas for social events are shared among the individual residents. These include, without limitation, cooperative housing units, congregate or residential care facilities, rooming houses, dormitories, fraternities and sororities, as those terms are used in Title 9, "Land Use Code," B.R.C. 1981. These exclude buildings where people only reside temporarily such as hotels, motels or bed and breakfasts and buildings where each person resides in and controls a complete dwelling unit, including, without limitation, duplexes, triplexes, fourplexes, apartment buildings and condominiums.

Industrial district or *industrial zone* or *industrial* means any area zoned IG, IM, IS, or IMS.

Light construction work means work which uses only hand tools and power tools of no more than five horsepower, but not including power actuated fastening devices (e.g., nail guns).

Residential district or *residential zone* or *residential* means any area zoned RE, RH-1, RH-2, RH-3, RH-4, RH-5, RL, MH, RM, RMX, RR-1, or RR-2.

Zoned means classified into one of the zoning districts specified in Section 9-5-2, "Zoning Districts," B.R.C. 1981, as shown on the zoning map adopted by Section 9-5-3, "Zoning Map," B.R.C. 1981. Each district includes all areas zoned under the same prefix (i.e., RL includes RL-1 and RL-2). If new districts are established without amendment to this section, it is intended that the new district be governed under this chapter as if in the existing district which it most closely resembles, and if it could as easily be in one category or another, that it be in the category with the lower allowable decibel levels.

Ordinance No. 7522 (2007)

5-9-3. - Exceeding Decibel Sound Levels Prohibited.

(a) No person shall:

(1) Operate any type of vehicle, machine, or device;

(2) Carry on any activity; or

(3) Promote or facilitate the carrying on of any activity, which makes sound in excess of the level specified in this section.

(b) Sound from any source, other than a moving vehicular source located within the public right of way, shall not exceed any of the following limits for its appropriate zone:

(1) The sound limits prescribed by this section are set forth in the following table for the zoning district within the following use classifications in Section 9-5-2, "Zoning Districts," B.R.C. 1981:

Zoning District of the Property on Which the Sound is Received	*Maximum Number of Decibels Permitted from 7 a.m. until 11 p.m. of the Same Day*	*Maximum Number of Decibels Permitted from 11 p.m. until 7 a.m. of the Following Day*
Residential	55 dBA	50 dBA
Mixed use and other	65 dBA	60 dBA
Industrial	80 dBA	75 dBA

(2) Sound from construction work for which a building permit has been issued:

(A) During the hours of 7 a.m. to 5 p.m., sound for work of any type shall be deemed received in an industrial zoning district;

(B) During the hours of 5 p.m. until 9 p.m., sound from light construction work received in a residential zone shall be deemed received in a commercial zoning district; and

(C) Under no circumstances shall amplified sound be considered as construction work activity.

(3) Sound from a source regulated by this subsection:

(A) Sound from a source on private property shall be measured at or inside the property line of property other than that on which the sound source is located;

(B) Sound from a source on public property may be measured on that receiving property so long as the measurement is taken at least twenty-five feet from the source, or it may be measured at or inside the property line of receiving property other than the public property on which the sound source is located;

(C) For the purposes of this paragraph, a leasehold shall be deemed a property of the lessee, and its boundary, other than a boundary with adjacent property owned by the lessee, shall be deemed a property line.

(c) All sound measurements shall be made on a sound level meter that meets ANSI specification S1.4-1974 for Type I or Type II equipment. The manufacturer's published indication of compliance with such specifications is prima

facie evidence of compliance with this subsection.

(d) It shall be a defense to a charge of violating this section that:

(1) The sound was made by an authorized emergency vehicle when responding to an emergency or as otherwise authorized by law or acting in time of emergency or by an emergency warning device operated by a government;

(2) The sound was made by the sounding of the horn of any vehicle as a danger warning signal or by the sounding of any warning device as required by law;

(3) The sound was made within the terms of a fireworks display or temporary street closure permit issued by the city manager, or was made by the rendering of military honors at a funeral by a military funeral honors detail;

(4) The sound was made by an animal; [22]

(5) The sound was made within the terms and conditions of a sound level variance granted by the city manager;

(6) The sound was made on property belonging to or leased or managed by a federal, state, or county governmental body other than the city and made by an activity of the governmental body or by others pursuant to a contract, lease, or permit granted by such governmental body;

(7) The sound was made by a police alarm device, if the police alarm shuts off automatically after no longer than ten minutes, by a fire alarm, or by an alarm system installed in a motor vehicle, if the car alarm shuts off automatically after no longer than five minutes;

(8) The sound was made by snow removal equipment equipped with a standard muffling system in good repair while removing snow; or

(9) The sound was made between the hours of 7 a.m. and 9 p.m. by a lawn mower or gardening equipment equipped with a standard muffling system in good repair.

(e) This section shall not be construed to conflict with the right of any person to maintain an action in equity to abate a noise nuisance under the laws of the state.

Ordinance Nos. 7522 (2007); 7831 (2012); 7965 (2014)

Footnotes:
*--- (**22**) ---*
Animal noises are covered in chapter 6-1, "Animals," B.R.C. 1981.

5-9-4. - Exceeding Decibel Sound Levels From a Motor Vehicle Prohibited.

(a) Sound from a motor vehicle located within the public right of way shall not exceed eighty decibels on the "A" weighting scale (dBA), except that sound from a vehicle with a manufacturer's gross weight rating of ten thousand pounds and above may exceed eighty dBA but shall not exceed eighty-eight dBA. Such sound shall be measured at a distance of at least twenty-five feet from a vehicle located within the public right of way.

(b) Such sound measurements shall be made on a sound level meter that meets the requirements of Subsection 5-9-3(c), B.R.C. 1981.

(c) It shall be an affirmative defense to a charge of violating this section that:

(1) The sound was made by an authorized emergency vehicle when responding to an emergency or as otherwise authorized by law or acting in time of emergency or by an emergency warning device operated by a government;

(2) The sound was made by the sounding of the horn of any vehicle as a danger warning signal or by the sounding o warning device as required by law;

(3) The sound was made within the terms and conditions of a sound level variance granted by the city manager;

(4) The sound was made by an alarm system installed in a motor vehicle, if the car alarm shuts off automatically after no longer than five minutes; or

(5) The sound was made by snow removal equipment equipped with a standard muffling system in good repair while removing snow.

Ordinance Nos. 7831 (2012); 7965 (2014)

5-9-5. - Disrupting Quiet Enjoyment of Home.

(a) No person shall engage in, or be responsible for, a course of conduct which is so loud that it materially interferes with or disrupts another individual in the conduct of activities at such individual's home.

(b) The following standards and definitions shall be used in the application of this section:

(1) The person engaging in such conduct must be at a location other than the complainant's home.

(2) *Home* includes the physical residence as well as the outside premises.

(3) *Another individual* includes all members of the household as well as others rightfully in the residence or on the premises.

(4) No person shall be convicted of a violation of this section unless that person has been warned that conduct violating this section is occurring or has recently occurred and, following such warning, the conduct is repeated or continued.

(A) No additional warning need be issued as a precondition to enforcement of this provision if similar conduct occurred within the previous ninety days and if a warning was communicated to an individual regarding his or her role in that past conduct.

(B) A prior warning shall be sufficient with respect to each of the residents of an individual dwelling unit at which a prior noise incident occurred (including any resident in a group living arrangement), if, after a personal communication was made to a person who engaged in conduct subject to the provisions of this section, the city manager caused a warning letter to be sent by first class mail addressed to "residents" of the dwelling unit in which the person who received the prior warning resided at the time of the issuance of the prior warning and at which the prior noise incident occurred. If a warning was attempted but could not be personally communicated because no one would answer the door or the person engaged in the conduct could not be identified, a warning letter under this subparagraph shall be sufficient.

(C) No warning under this paragraph is required if the conduct would violate Subsection 5-9-6(b), B.R.C. 1981, concerning unreasonable unamplified sound, and it originated on private property.

(5) If conduct violative of this section:

(A) Originates upon private property;

(B) The owner or some other person with authority to control that property is present at the time that such occurs; and

(C) The owner or authorized person has received a communication requesting cessation or reduction in the level;

then the owner or authorized person is also responsible for the repeated or continued conduct under this section, even though not directly engaged in the conduct.

(6) Whether or not noise is "so loud that it materially interferes with or disrupts" shall be measured against the objective standard of a reasonable person of normal sensitivity.

(7) It shall be an affirmative defense to a charge of violating this section that:

(A) The sound was made by an authorized emergency vehicle when responding to an emergency or as otherwise authorized by law or acting in time of emergency or by an emergency warning device operated by a government;

(B) The sound was made by the sounding of the horn of any vehicle as a danger warning signal or by the sounding of any warning device as required by law;

(C) The sound was made within the terms of a parade, fireworks display, or temporary street closure permit issued by the city manager, or was made by the rendering of military honors at a funeral by a military funeral honors detail;

(D) The sound was made by an animal; [23]

(E) The sound was made on property belonging to or leased or managed by a federal, state, or county governmental body other than the city and made by an activity of the governmental body or by others pursuant to a contract, lease, or permit granted by such governmental body;

(F) The sound was made by a police alarm device, if the police alarm shuts off automatically after no longer than ten minutes, by a fire alarm, or by an alarm system installed in a motor vehicle, if the car alarm shuts off automatically after no longer than five minutes;

(G) The sound was made by snow removal equipment equipped with a standard muffling system in good repair while removing snow;

(H) The sound was made between the hours of 7 a.m. and 9 p.m. by a lawn mower or gardening equipment equipped with a standard muffling system in good repair; or

(I) The loud conduct consisted solely of natural speech or communication by or between people, unless such conduct was used as a guise materially to interfere with or disrupt another individual in the conduct of activities at the individual's home and that was the result.

(8) It is not a defense to a charge of violation of this section that the sound levels complied with the requirements of Section 5-9-3, "Exceeding Decibel Sound Levels Prohibited," B.R.C. 1981.

Ordinance Nos. 7831 (2012); 7965 (2014)

> *Footnotes:*
> *--- (**23**) ---*
> *Animal noises are covered in chapter 6-1, "Animals," B.R.C. 1981.*

5-9-6. - Unreasonable Noise Prohibited Between the Hours of 11 P.M. Through 7 A.M.

Between the hours of 11 p.m. through 7 a.m., no person shall:

(a) Amplified Sound: Electronically amplify any sound, or make any noise by means of any electronic amplifier, which is loud enough to be audible to a person of normal hearing:

(1) One hundred or more feet beyond the property line of the property upon which the loudspeakers are located w are located in a residential district.

(2) One hundred fifty or more feet beyond the property line of the property upon which the loudspeakers are located where they are located in a commercial or industrial district.

(3) Each resident or person in control of an activity or event in or on the premises of a dwelling unit who is present within that dwelling unit or upon the premises of that dwelling unit when sound in violation of this section is amplified or generated upon the premises shall be responsible for the generation of that sound or noise.

(4) Each owner, manager, or person in control of an activity or event in or on the premises of a commercial or industrial property upon which sound in violation of this subsection is generated shall be responsible for the generation of that sound or noise.

(5) It shall be an affirmative defense to a charge of violating this subsection that:

(A) The sound was made by an authorized emergency vehicle when responding to an emergency call or acting in time of emergency or by an emergency warning device operated by a government;

(B) The sound was made by the sounding of the horn of any vehicle as a danger warning signal or by the sounding of any warning device as required by law;

(C) The sound was made within the terms of a parade or temporary street closure permit issued by the city manager;

(D) The sound was made on property belonging to or leased or managed by a federal, state, or county governmental body other than the city and made by an activity of the governmental body or by others pursuant to a contract, lease, or permit granted by such governmental body;

(E) The sound was made by a police alarm device if the police alarm shuts off automatically after no longer than ten minutes, by a fire alarm, or by an alarm system installed in a motor vehicle, if the car alarm shuts off automatically after no longer than five minutes;

(F) For a charge of violation based on Paragraph (a)(3) or (a)(4) of this section, the defendant did all that a reasonable person could have done under the circumstances of the creation of the noise to prevent the offense and, if requested to do so, cooperated with law enforcement officers to identify accurately the offender or offenders; or

(G) For a charge of violation based on Paragraph (a)(4) of this section, the sound was made by a trespasser.

(b) Unreasonable Unamplified Sound:

(1) While on public property within a residential district, no person shall yell, scream, shout, cheer, sing, or otherwise make noise with the human voice louder than that which is reasonably necessary for normal conversational speech.

(2) It shall be an affirmative defense to a charge of violating this subsection that the sound was reasonably necessary to gain assistance to prevent a crime, catch a criminal, warn of fire or other danger, or to seek assistance for a health problem or injury or for assistance in dealing with an accident.

(c) Trash Pickup: No person shall make any trash pickup with a truck which has a compactor or the capacity to raise and dump dumpsters in any residential or commercial district, and no employer shall fail to prevent its employee from violating this subsection while the employee is driving a trash truck owned by or under the control of the

employer. For the purposes of this subsection, testimony that the name of a business which holds itself out as being in the business of trash hauling was written on the trash truck shall be prima facie evidence that the trash truck was owned by or was under the control of the employer so identified.

Ordinance Nos. 7831 (2012); 7965 (2014)

5-9-7. - Unreasonable Noise Prohibited Between the Hours of 9 P.M. Through 7 A.M. - Lawn Mowers, Leaf Blowers, and Construction.

Between the hours of 9 p.m. through 7 a.m., no person shall:

(a) Lawn Mowers and Leaf Blowers: Operate any lawn mower, leaf blower, or other power lawn or gardening tool on any private property within, or within one hundred feet of the boundary of, any residential district.

(b) Construction in a Residential Zone: In a residential zone, use power tools which are audible off the property upon which they are being used as part of construction work for which a building permit has been issued or is required for the work.

Ordinance Nos. 7831 (2012); 7965 (2014)

5-9-8. - Unreasonable Noise Prohibited at Any Time - Motor Vehicle Amplified Sound.

(a) No person shall operate any electronic amplifier in or attached to any motor vehicle so that the sound is audible at a distance of twenty-five feet or more from the motor vehicle, or which emits vibrations which can be felt by persons outside of that vehicle. This prohibition does not apply to sound made on private property with the permission of the property owner and not audible or palpable beyond the property line.

(b) It shall be an affirmative defense to a charge of violating this section that:

(1) The sound was made by an authorized emergency vehicle when responding to an emergency call or acting in time of emergency or by an emergency warning device operated by a government;

(2) The sound was made by the sounding of the horn of any vehicle as a danger warning signal or by the sounding of any warning device as required by law;

(3) The sound was made within the terms of a parade or temporary street closure permit issued by the city manager; or

(4) The sound was made by an alarm system installed in a motor vehicle, if the car alarm shuts off automatically after no longer than five minutes.

Ordinance Nos. 7831 (2012); 7965 (2014)

5-9-9. - Certain Musical Instruments Prohibited on the Mall Between 12 Midnight and 7 A.M.

No person shall play any percussive or amplified musical instrument on the mall between the hours of 12 midnight and 7 a.m.

Ordinance Nos. 7831 (2012); 7965 (2014)

5-9-10. - Sound Variances.

(a) Decibel Variance: A variance shall be granted for the decibel limits of Section 5-9-3, "Exceeding Decibel Sound Levels Prohibited," or 5-9-4, "Exceeding Decibel Sound Levels From a Motor Vehicle Prohibited," B.R.C. 1981, after

application is made if the city manager finds that compliance will cause an undue hardship and further finds that:

(1) Additional time is necessary for the applicant to alter or modify the activity or operation to comply with this section; or

(2) The activity, operation, or sound source will be of temporary duration, and even with the application of the best available control technology cannot be done in a manner that would comply with this section.

In either case, the manager must also find that no reasonable alternative is available to the applicant. If the manager grants a variance, the manager shall prescribe such reasonable conditions or requirements as are necessary to minimize adverse effects upon the community or the surrounding neighborhood.

(b) Trash Variance: Trash haulers may apply to the city manager for a variance of the provisions of Subsection 5-9-6(c), B.R.C. 1981, for locations within a commercial district. Possession of a valid variance shall be a specific defense to any charge under Subsection 5-9-6(c), B.R.C. 1981, if the act complained of was within the variance granted. The manager may grant all or a part of any requested variance, and may place such conditions upon any variance granted as are reasonably suited to limit the harmful effects of the variance. Such variances shall be granted only if the applicant can demonstrate to the manager's satisfaction:

(1) That the location in question is sufficiently removed from any residential use that the noise of trash removal will not disturb anyone in their residence, including, without limitation, hotel and motel accommodations; or

(2) That the location cannot feasibly be serviced during permitted hours, and that the variance is the least necessary to permit trash removal while still assuring nearby residents reasonable nocturnal quiet.

5-9-11. - Flood Debris Removal.

Notwithstanding any other provision of this chapter, until April 15, 2014, individuals and entities involved in debris removal necessitated by flooding, may engage in operations as necessary from 5 a.m. until 12 midnight.

Ordinance No. 7946 (2013)

Nuisance Noise Ordinance

TEAM FLAGSTAFF

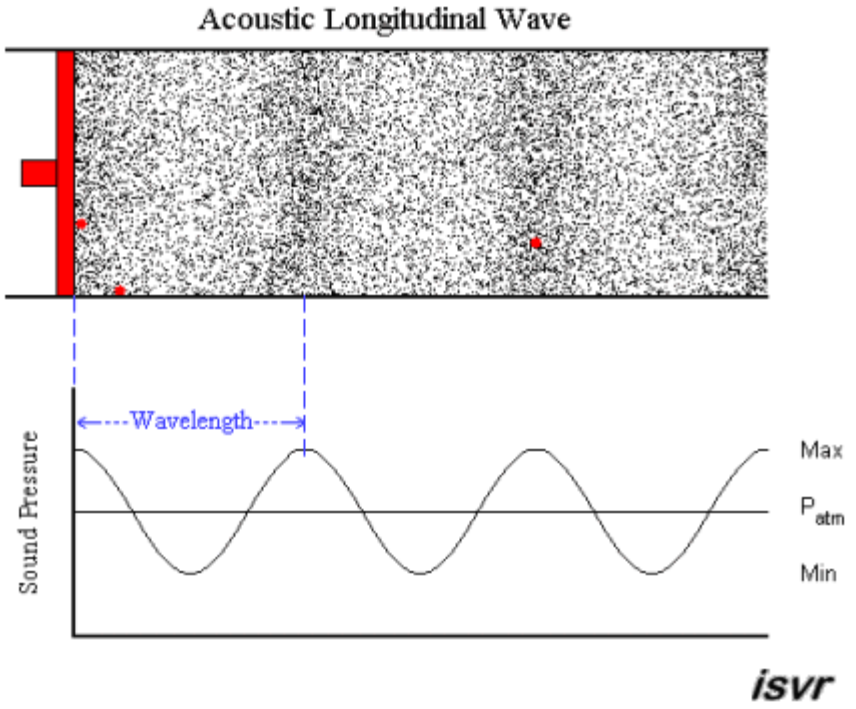
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Background

- January 2020: “Intentional Noise Pollution” Petition Presented to Council
- June 2021: Council Requested a Draft of a Nuisance Noise Ordinance
- September 2021: Initial Draft of Ordinance Presented to Council
- January 2022: Council Requested Sound Study
- June 2022: Sound Study Completed
- June 2022: Two Coffee with a Cop Events Focusing on the Sound Study
- August 2022: Southside Neighborhood Sound Study Discussion Meeting
- October 2022: Press Release and Townhall Meeting to Solicit Community Input

How Will Sound Levels be Measured?

- Properties of Sound:
- Sound is…
- Intensity/Amplitude = Loudness
- Loudness is Measured in Decibels
- Wavelength = Pitch
- A Scale & C Scale Weighted Loudness Measurements

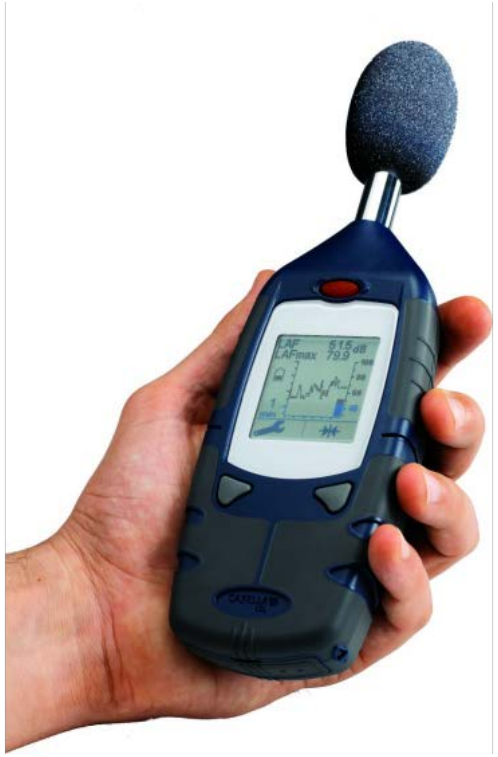


What are decibel levels for types of noise?

Type of Noise	Decibel level	Characterization
Jet Take-Off Artillery Fire Jack Hammer	120-130	Deafening
Sonic Boom Orchestra Music Fortissimo Rock Band	100-120	Deafening
Truck Unmuffled Loud Street Noise Police Whistle	80-100	Very Loud
Noisy Office Quiet Typewriter Average Radio	60-80	Loud
Noisy Home Average Conversation Quiet Radio	40-60	Moderate
Private Office Quiet Home Quiet Conversation	20-40	Faint
Rustle of Leaves Wisper Human Breathing	10-20	Very Faint

What Instrument Will We Use to Measure Sound Levels?

- Casella Cel 24x
- ANSI Type 2
- Acoustic Calibrator Included
- Sound Meter will be Calibrated Before Each Use



What Will an Investigation Look Like?



- In Response to a Call for Service/Citizen Complaint
- Full Investigation
  - Interviews
  - Observations
  - Identify the Primary Source of the Nuisance Noise
  - Calibrate Sound Meter
  - Measure Source Sound
  - Measure Ambient Sound
  - Take Appropriate Enforcement Action

Comments and Concerns We Have Heard

Business Related

- Citizens feel reluctant to make public comments in support of a Nuisance Noise Ordinance out of fear of retaliation from supporters of local bars
- 'Who is more important: My business that serves 200 people, or a couple complaining residents?'
- Businesses feel 55dB in Mixed Use areas is too low
- Why measure sound as an average over a period of time vs. measuring impulse/peak sound levels?
- Why were measurements taken by the consultants at certain specific locations in their study?
- Make an acknowledgement of the Nuisance Noise Ordinance a condition of approval for new liquor licenses; the City is approving too many liquor licenses
- Questions about what zoning applied to certain areas
- Ordinance should cover the ability for an individual to be outside using their property with a disturbance

Comments and Concerns We Have Heard

Vehicle Related

- Intentional vehicular noise is a different issue than stationary noise at a business
- Noise from a vehicle should be measured differently
- Why are noise limits exempt based on weight?
- Vehicle noise is most consistent and bothersome and should be addressed first
- How is the sound measured when driving a vehicle?
- Can there be a separate ordinance for vehicles and businesses?
- Concerns about modified mufflers

MD Acoustics Presentation

- Details of the sound study
- Time and locations of sound readings
- Recommendations for the ordinance
- Questions

Council Discussion/Direction

1. Should we separate vehicle noise and nuisance noise into two separate ordinances?
2. If we do, is there a preference to see one before the other?

Nuisance Noise Ordinance Direction

1. Are the hours from 7 am to 10 pm and 10 pm to 7 am satisfactory?
2. Should we consider one decibel limit for all zoning types, or keep it regulated by residential, commercial, industrial or mixed?
3. Are the noise levels satisfactory?
4. Is the fine schedule satisfactory?

Vehicle Noise Direction

1. Should we remove the weight limit on vehicles?
2. Should we just have one decibel limit or is council good with having two based on the speed limit of the roadway?
3. Are we good with the location of measurement being outside the traffic lane of the violator?
4. Is the fine schedule satisfactory?

Comments



TEAM FLAGSTAFF

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11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	10/10/2022
Meeting Date:	10/18/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizens' Petition to "deny zoning text code amendment change for the Switzer Canyon Wash Floodplain from rural to urban to maintain flood mitigation, protect a high natural resource area, and protect the biodiversity of the corridor"

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on September 27, 2022, requesting that the City Council "deny the zoning code text amendment change from Rural to Urban for parcel APN: 10128005H and keep future development out of 100-year flood plain."

This matter is scheduled to come before City Council as a formal Public Hearing on November 1, 2022. Because an application for text amendment has been filed, Council will still need to hold the public hearing and take action on the request for text amendment, irrespective of the disposition of this citizen petition.

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2022-05

Petition # 2022-05

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Deny zoning text code amendment change for the Switzer Canyon Wash Floodplain from rural to urban to maintain flood mitigation, protect a high natural resource area, and protect the biodiversity of the corridor.

Action Requested: Deny the zoning text code amendment change from Rural to Urban for parcel APN:10128005H. Keep future developments out of 100-year flood plain.

Additional Information: This parcel is approximately 3.35 acres with 1.96 acres in the rural floodplain. This property has both a regulated floodplain as well as a 100-year floodplain (zones AE, AE Floodway, and X on FEMA maps, see figure 1). The current rural designation prevents development in the 100-year floodplain. In addition, this area is identified as a flooding area for the Dry Lake Hills on the Rio de Flag Watershed Map (see image 2) so this area would likely flood in a post wildfire flood. There are more 100-year rain events each year, what will happen on this property in the event of a 100 year rain event combined with a post wild fire flood situation? Currently the floodplain is designated rural, per city code 10-50.90.040 rural floodplains are delineated in Section 10-90.40.030 and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings.

Leaving the floodplain as rural will do more to help to protect the significant natural resource areas identified on this parcel in the 2030 regional plan and the resource protection overlay zone. The rural floodplain definition also includes language around the rural designation being used to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Leaving the floodplain rural will allow more protection of these natural and ecological resources.

There are other areas in town where a rural floodplain is located between 2 urban sections, for instance in Cheshire. Also, the 2030 plan does not identify this area as an activity center so there is no need to redesignate the floodplain so that just a bit more development can occur on the parcel in an area with high flood potential. If this floodplain is developed and causes flooding on this parcel or results in flooding on a parcel downstream, who will pay for the flood mitigation in the future? The developer or the tax payers in the city of Flagstaff?



Figure 1



Figure 2

Printed Name of Submitter: ALLISON JONES submitted must also sign below and complete information)

Contact Information: 562-685-4511 or allisondetjenjones@gmail.com

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
SEP 27 2022	Stacy Saltzburg	10/18/2022

RECEIVED
BY: 2/2016

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ **PAGE** _____ **OF** _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
9/14/2022	Claire Leary	793 N. Canyon Terrace Dr. Flagstaff, AZ 86001	Claire Leary
9/14/2022	Sara Henderson	774 N. Canyon Terrace Dr. Flagstaff, AZ 86001	Sara Henderson
9/14/2022	Joseph Henderson	774 N. Canyon Terrace Dr Flagstaff, AZ 86001	Joseph Henderson
9/16/22	Nathan Friedman	793 N Canyon Terrace Dr Flagstaff, AZ 86001	Nathan Friedman
9/22/22	John Rohrer	423 N MORIAH Flagstaff AZ 86001	John Rohrer
9/22/22	Susan Rohrer	423 N Moriah Dr. Flagstaff AZ 86001	Susan Rohrer
9/22/22	Lindsey Roberts	910 N. TURQUOISE DR. Flagstaff AZ 86001	Lindsey Roberts
9-22-2022	MATTHEW CLOWE	745 E Ponderosa Pk Flagstaff AZ 86001	Matthew Clowe
9/22/22	Denielle Perry	745 E. Ponderosa Pkwy Flagstaff AZ 86001	Denielle Perry
9/23/22	Tracy Tiedemann	3772 S. Nideout Flagstaff, AZ 86005	Tracy Tiedemann
9/23/22	Rosemary Logan	1140 N. Pinecliff Dr Flagstaff, AZ 86001	Rosemary Logan
9/23/22	Taylor Joyal	703 W Birch Ave Flagstaff AZ 86001	Taylor Joyal
9/23/22	John Fedorossi	180 W Cold Rush Trl Flagstaff AZ 86005	John Fedorossi
9/23/22	Erik Nielsen	5000 S. Pliester Rd Flagstaff, AZ 86005	Erik Nielsen
9/23/22	PRANAY RANJAN	2900 N SADDLEBACK WAY UNIT 43, FLAGSTAFF AZ 86004	Pranay Ranjan

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Prohibiting rezoning the Switzer Canyon Wash floodplain from rural to urban to maintain

Action Requested: connectivity, flood mitigation, high natural resource area, and the biodiversity corridor.

We request that the application to rezone from rural to urban floodplain be denied. According to City code, rural floodplains are delineated in section 10-90.50.030 and defined as areas

Printed Name of Submitter: delineated-100 year floodplain that cannot be disturbed except for roadway or utility crossing.

Contact Information: _____ **(Submitter must also sign below and complete information)**

(Phone Number and/or e-mail address)

Text code amendment change -

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
9-22-22	NANCY TAFRALIAN	1152 N. Flowing Spring Trl	Nancy Tafralian
9/22	–	Flagstaff, AZ 86004	
9/22/22	Barbara G Phillips	1603 N Sunset, Flagstaff, AZ 86001	Barbara G. Phillips
	–		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	**BY**	**COUNCIL MEETING DATE**

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ **PAGE** _____ **OF** _____

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
9/13/2022	Rebecca Taylor	18623 S Highland Mesa Rd Flagstaff AZ 86001	Rebecca Taylor
9/13/2022	Allison Jones	890 N Turquoise Dr Flagstaff 86001	Allison Jones
9-15.22	Kathryn Lacey	870 N. Turquoise Dr. Flagstaff AZ 86001	Katy Lacey
9-17-22	Detjen Jones	~~890~~ 890 Turquoise Dr Flagstaff AZ 8600l	Detjen Jones
9/22/22	CAROLE CAMPBELL	791 N Canyon Terrace DR Flagstaff AZ 86001	Carole Campbell
9/23/22	SUSAN BUTLER	794 N CANYON TERRACE DR FLAGSTAFF AZ 86001	Susan Butler
9-23-22	Gary Butler	794 N. Canyon Terrace Flagstaff, Az 86001	Gary Butler
9-24-22	Jeremy LaBuff	1804 N Center St. Flagstaff, AZ 86004	