

PROFESSIONAL SERVICES CONTRACT
Contract No.: 2024-77

The Contract is entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Ardurra Group, Inc., a Florida Corporation ("Firm").

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

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

SERVICES

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

PROFESSIONAL SERVICES
Wildcat Sewer Interceptor Upgrade Project

and as more specifically described in the Scope of Work attached hereto as Exhibit A.

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

4. **City Representative:** The City Representative is Jackson Salazar, Project Manager or their designee. All communications to 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 Agent.
5. **City Cooperation:** The City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of this Contract.

CONTRACT TERM

6. **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 (3)** consecutive years.
7. **Renewal:** The 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.

8. Termination: The Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as Exhibit B.

PAYMENT

9. Compensation: Firm shall be paid for satisfactory performance of the services in an amount not to exceed **FOUR HUNDRED NINETY-TWO THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS (\$492,235.00)**, including fees and taxes, in accordance with the Scope of Work identified in Exhibit A.
10. Price Adjustment: Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the Contract as amended is less than \$100,000; otherwise, City Council approval is required.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Firm 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. Firm 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 Firm may have in the materials it prepares under this Contract, including any right to derivative use of the material.
12. Re-Use: The City may use the City's work product without further compensation to Firm; provided, however, that the City's reuse without written verification or adaption by Firm for purposes other than contemplated herein is at the City's sole risk and without liability to Firm. Firm shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Firm or any third parties without the City's prior written consent.
13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Firm shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Firm in performance of this Contract, whether complete or in process.

INSURANCE

14. Insurance: Firm shall meet insurance requirements of the City, as set forth in Exhibit C.

MISCELLANEOUS

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

To the City:
Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
emarkel@flagstaffaz.gov

To Firm:
Steve Lewis
Water/Wastewater Practice Director
Ardurra Group, Inc.
110 Dale Avenue
Flagstaff, AZ 86001
slewis@adurra.com

With a copy to:

Jackson Salazar
Water Services Plan Reviewer
City of Flagstaff
2323 N. Walgreen Blvd.
Flagstaff, AZ 86004
Jackson.Salazar@flagstaffaz.gov

16. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

ARDURRA GROUP, INC.:

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated March 26, 2024



March 8, 2024

Jackson Salazar
Water Services
City of Flagstaff
211 W Aspen
Flagstaff, AZ 86001

RE: City of Flagstaff Wildcat Sewer Interceptor Upgrade Project
Scope and Fee #224022

Dear Jackson,

Thank you for the opportunity to propose to work with you on this project. Ardurra is pleased to present this Engineering Design Services Scope and Fee for the City of Flagstaff Wildcat Sewer Interceptor Upgrade Project.

This purpose of this Project is to add additional capacity to the Wildcat Interceptor sewer collection system. The Project consists of the design and permitting of a new sewer parallel to the existing sewer. Ardurra will be the Project Prime Consultant. Subconsultants on this project will include aerial topography by Cooper Aerial, geotechnical investigations by Western Technologies and utility investigation by T2 Utility Engineers.

The scope will be performed in two stages for budgeting purposes. Stage 1, in fiscal year 2024 ending July 1, 2024, will include the Base Mapping and 30% Construction Plans. Stage 2 will complete the project through Construction. Both are included in this proposal.

The following tasks have been identified:

TASKS

- 100. Project Management and Meetings**
- 200. Evaluations and Technical Memoranda (NIC)**
- 300. Construction Plans**
- 400. Permit Coordination**
- 500. Construction Management (NIC)**



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SCOPE

Each task will include the following scope of work.

100. PROJECT MANAGEMENT AND MEETINGS

Ardurra will provide Project Management including coordination of meetings, schedules, invoicing, and subconsultant management. Monthly progress reports and invoices will be provided to the City. This proposal assumes that the project will begin in March 2024 and continue to October of 2025 (20 month duration).

Specific project workshops will also be conducted by Ardurra for the project milestones and stakeholder coordination, including agenda and minutes. Workshops will be held for the following list for a total of 6 meetings.

1. Kickoff Workshop
2. 30% Design Review
3. 60% Design Review
4. CMAR On Boarding Workshop
5. 90% Design Review
6. 100% Design Review.

200. EVALUATIONS AND TECHNICAL MEMORANDA(NIC)

The evaluations and technical memoranda have been removed from the project scope. The City has provided the direction to install a 42" parallel sewer to provide the additional capacity with no further analysis. The existing sewer will not be inspected or evaluated for condition.

A design report will be completed by Ardurra in the Construction plans task for the ADEQ construction permit. The design flow for that analysis will be provided by the City.

300. CONSTRUCTION PLANS

- 1) Base Map (North: I-40 to Plant included, South: Country Club to I-40 removed)
 - a) Boundary and Easement Survey (Strip Map):

Ardurra shall provide professional survey services to research record documents, deeds, and plats with the Coconino County Recorder's Office for the subject parcels, along with easements provided by the City. We will also review title reports for affected parcels (title reports to be provided by the City). We will locate and verify existing boundary corners for the subject parcels. Any missing monuments shall be re-established and a Record of Survey drawing will be recorded with the Coconino



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County Recorder in compliance with the current Arizona State Board of Technical Registration rules and regulations for an additional fee.

b) Topographic Survey:

Ardurra shall provide professional survey services to provide a Topographic Survey map showing the topography of the existing interceptor alignment with sufficient overlap at one foot contour intervals, trees 8” in diameter at breast height and larger, visible above ground utility appurtenances, and all existing improvements.

Consultant shall provide a digital CAD and PDF file to the Client and the file shall be used by Ardurra for design. Topographic survey data shall be acquired by our Aerial Mapping Sub-Consultant, Cooper Aerial), survey ground control, and Structure from Motion (SfM) processing to produce a highly accurate mapping product which includes: 1.2-inch/pixel resolution, geo-referenced, orthomosaic image in .JPEG format, Mass Points and Break Lines for geo-referenced surface modeling, and a Shapefile outlining tree canopies within the subject parcels.

c) Legal Descriptions/Exhibits

Ardurra will prepare up to ten (10) legal descriptions and exhibits as needed to obtain temporary construction easements, permanent easements, or right-of-way for new sewer interceptor infrastructure or improvements to existing infrastructure.

d) Utility Mapping

Ardurra shall provide mapping of all existing underground and above ground utilities based on utility maps, City GIS records, and City asbuilts. Ardurra will perform an Arizona design blue stake request to obtain the latest maps from private utilities and contacts for coordination.

Ardurra will identify during the design process the locations where additional utility data is needed. Our subconsultant T2 Engineering will provide a Subsurface Utility Engineering (SUE) plan set and a Test Hole Summary Report based on records research, geophysical investigation and potholing. The scope is defined in the subcontractor proposal attached to this document.

e) Geotechnical

Ardurra will identify during the design process the locations where geotechnical data is needed. Our subconsultant Western Technologies, Inc. will be directed to provide borings, seismic refraction surveys, and/or REMI surveys for the project corridor. They will also prepare a Geotechnical Report as directed by the Engineer. The scope is defined in the subcontractor proposal attached to this document.



2) Construction Documents

Construction documents will be provided in two separate packages. Each plan set will proceed through the City review process independently. The ADOT section of this project will be completed as a separate plan set to expedite permitting and review. Ardurra will provide quality assurance and quality control (QA/QC) reviews throughout the course of the project in accordance with our established policy. All deliverables will be reviewed by an appropriate reviewer prior to each submittal.

1. North Parallel Sewer Interceptor Plans, north from the BNSF Railway (MH 23-022) to (MH 23-002) at the Wildcat Hill Plant.
2. ADOT Parallel Casing Plans- the south side of I-40 to south side of BNSF Railway.
 - a) 30% CDs

Ardurra staff will prepare preliminary 30% plans to show project control, alignment, sewer plan & profile, and details. These plans may be based on Preliminary topography and record data depending on the weather impact to the Base Map Investigation. The existing junction structures will be evaluated for functionality with the proposed design. If the condition, alignment and structure geometry does not allow for a new connection, new structures will be included in the construction plans. A Workshop will be held with City staff to discuss the design and comment resolution.
 - b) 60% CDs

Ardurra staff will incorporate 30% City comments and prepare preliminary 60% plans with updated design. These plans will contain the complete topography and boundary information from the Base Map Investigation. A draft design report and engineers' opinion of probable cost will be included in this submittal. The plan set will also be submitted to Dry Utility companies for conflict review. A Workshop will be held with City staff to discuss the design and comment resolution.
 - c) 90% CDs

Ardurra staff will incorporate 60% City comments and CMAR comments. The preliminary 90% plans will be complete with all detail necessary to construct the new sewer interceptor. A final design report and engineers' opinion of probable cost will be included in this submittal. A Workshop will be held with City staff to discuss the design and comment resolution.

A sealed version of these plans and the design report will be prepared for submittal ADEQ for permitting. This includes the Application for the 4.01 General Permit for Sewage Collection Systems. The Application Fee shall be paid by the City of



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Flagstaff. The ADEQ permit set will include the ADOT and City of Flagstaff plan sheets for one permit.

d) 100% CDs

Ardurra staff will incorporate 90% City, CMAR, ADOT and ADEQ comments. The final 100% plans will be complete with all detail necessary to construct the new sewer interceptor.

e) CMAR Coordination

Ardurra expects that the CMAR will participate in the scheduled design workshops after their selection. One workshop will be completed for the CMAR on boarding.

f) Ardurra will submit the Request for Discharge Authorization to ADEQ. The City of Flagstaff observes and documents sewer testing. The sealed testing results will be provided to Ardurra by the City. As-Built Plans for the submittal, including surveyed inverts and rims of the new sewer, will be provided by the contractor.

g) Exclusion: Interceptor I&I Rehabilitation Plans

Ardurra will not include construction plans for the rehabilitation of the existing sewer lines from Interstate 40 to Continental Blvd under this contract.

400. AGENCY COORDINATION

1) ADOT Encroachment Permit

Ardurra will coordinate with ADOT to procure their design approval and encroachment permit for the new sewer line under Interstate 40. A separate plan set will be produced to expedite the timeline of this permit process. The ADOT plan set will begin south of Interstate 40 (MH 23-024) and connect to the proposed BNSF sewer. The plan stages (30%,60%,90% and 100%) will occur on an accelerated process from the rest of the plans. Four meetings with ADOT are anticipated with ADOT to coordinate the project including a scoping, pre-submittal, submittal and comment response meetings.

2) BNSF Coordination (Permit not required)

BNSF Coordination will begin immediately. Ardurra has been invited to the monthly City and BNSF coordination meetings beginning in February. Ardurra will attend these meetings only as directed by City Staff. This scope includes attending 4 of the coordination meetings.

The sewer under the BNSF railroad has been designed by others. This project will connect at each end of the proposed sewer. Ardurra will provide review and analysis of the design to ensure that the network will work as a cohesive system and meet the



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capacity goals of this project. Four additional design specific meetings are anticipated with BNSF and the other design engineers to coordinate the project.

3) Property and Easement Acquisition

The property and easement acquisition requirements for this project are unknown at this time and are not included in the fee. Once the alignment has been determined and the existing mapping completed, Ardurra will work with the City to identify the property rights needed for the construction. An additional services contract will be negotiated for coordination efforts required to obtain at that time when the extent of coordination efforts are known. Legals and Exhibits for existing easements are included under the mapping task.

4) Dry Utility Coordination

Ardurra will submit 60% Construction Plans to the local dry utilities for conflict review of the proposed sewer alignment. A meeting will be held with the four private utility company representatives (APS, Unisource, Lumen, Altice) to identify impacts and determine conflict locations.

The scope of this contract does not include the design or coordination of dry utility relocations or realignments beyond the identification of the conflict. If the City would like Ardurra to manage the negotiations with the utility companies, an additional services contract will be required.

500. CONSTRUCTION MANAGEMENT

The Contractor and the City will provide construction management. Ardurra has not included construction management in this proposal.



SCHEDULE

Stage 1 (Fiscal Year 24, Ends July 1)

- 1. Base Map Preparation
 - o Topographic Survey
 - o Manhole Dips
 - o Easement Mapping

- 2. 30% Design Package
 - o 30% Construction Plans
 - o BNSF Coordination

Stage 2 (Fiscal Year 25, Starts July 1)

- 1. Complete Construction Plans
 - o Utility Locates and Potholing
 - o Permit Coordination (ADOT, ADEQ)
 - o Geotechnical Investigation

FEES

Design and Project Management Fees are given on a Lump Sum basis. Project Fees Detailed Breakdown is attached and summarized below:

Task	Description	Cost
100	Project Management and Meetings	\$ 36,650
200	Evaluations and Technical Memoranda	NIC
300	Construction Plans	\$ 323,620
400	Permit Coordination	\$ 55,520
500	Construction Management	NIC
	Subconsultants	\$ 71,445
	Reimbursable Expenses	\$ 5,000
	Total Fee	\$ 492,235

Subconsultant Proposals are attached to this document. Subconsultant fees are subject to a 10% markup



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EXCLUSIONS

- Public Outreach
- Box Culvert Structural Design
- Permit and Review Fees
- Off Site Improvements outside the Project Area
- Dry Utility Realignment Design
- Property Acquisition

Please let me know if you have any questions regarding the above scope and fees. I am available to discuss at your convenience.

Sincerely,

Alicia Stoffers, PE
Project Manager

3.0 SCOPE OF SERVICES

3.1 Field Exploration

We will conduct the following subsurface exploration program that is based on the project description and our knowledge of the general geotechnical conditions in the area:

Sewer Line Area – Ten borings auger drilled to a depth of 18 feet below the existing site grades.

Sewer Line Area – Three refraction surveys

All explorations will be advanced to the depths outlined unless refusal to auger penetration is encountered. A field engineer will log the borings and obtain undisturbed and representative samples of soils encountered as conditions dictate.

3.2 Laboratory Testing

A geotechnical engineer will examine the samples and field logs and assign the laboratory tests. The following laboratory tests may be performed:

- Field moisture content
- In-situ soil density
- Remolded expansion potential
- Compression
- Sieve analysis
- Liquid limit and plasticity index
- Soluble salts/sulfates/chlorides
- Corrosivity (ASTM A674)

3.3 Analyses and Report

We will prepare a geotechnical engineering report that includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, and design recommendations as required to satisfy the purpose previously described.

4.0 SCHEDULE

Weather permitting, we will proceed with the indicated geotechnical engineering services upon receipt of a signed contract and retainer or completed credit application, with our report submitted 3 to 4 weeks following completion of the field work. If requested, verbal recommendations can be provided before the written report is submitted. Please inform us if this schedule does not meet your requirements.

5.0 ASSUMPTIONS

The following assumptions were made in preparation of this proposal:

- A scaled site plan will be supplied by the Client – PDF file preferred
- The site is accessible to two-wheel drive vehicles
- Groundwater will not be encountered
- BNSF ROW permits will not be required
- Underground utility lines have been located and marked
- The proposed borings will be used for geotechnical exploration and sampling only. No environmental information or data will be gathered or generated

We will contact Arizona 811 prior to mobilizing to the site. This service marks only the primary utility lines in the roadway and dedicated utility easements and usually does not locate tributary lateral lines on private property. WT requires the Client to provide all necessary information and drawings identifying the location of any underground lines or structures that may be on the subject property. A private utility locator can be retained if necessary and the costs of their services invoiced in addition to the fee quoted herein.

WT assumes that the Client will obtain permission to enter onto the site for our exploration equipment and personnel. Moving the equipment around the site and excavating the test borings will leave some areas disturbed. While WT will try to limit site disturbance, our fee does not include re-landscaping or otherwise restoring the site to its original condition. WT's services will include backfilling the borings with auger cuttings, unless otherwise directed or required. Please inform us if your requirements are any different.

6.0 FEES

The cost of our services, for the scope set forth herein, will be a lump sum fee of **\$14,500.00**. Our fee includes discussion and interpretation of our findings with other members of the design team, but does not include meetings concerning construction or changes in design. The fee will not be exceeded unless additional services are agreed upon, or we incur delays or costs associated with access of our equipment to the boring locations. Unless you sign this contract before expiration, the lump sum fee noted above is valid for 90 calendar days, after which time a review by WT will be required.

7.0 MANNER OF PAYMENT

WT will invoice CLIENT monthly for services performed. Each invoice is independent and shall entitle WT to payment. Payment for such billing is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for us to proceed is given upon our receipt of a signed copy of this contract and retainer payment or completed credit application. We understand that returning this signed contract will constitute permission by the owner for our entry onto the site.

The “Standard Terms and Conditions” set forth in WTI Form No. 120 (attached) are applicable and are incorporated herein. The provisions set forth in this Contract and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

EXECUTED BY CLIENT:

/s/ Gregory L.E. Burr
WT’s Authorized Representative

Client’s Authorized Representative

Gregory L.E. Burr, R.G., P.E.
Typed or Printed Name

Typed or Printed Name

Principal
Title

Title

March 5, 2024
Date

Date

GENERAL CONDITIONS

AGREEMENT. This agreement is made by and between Western Technologies, an RMA Company ("RMA") and the party that accepted RMA's proposal or requested that RMA perform Services ("Client"). RMA shall include said company, its engineers, employees, insurers, or authorized representative. This "Agreement" includes RMA's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from RMA shall constitute acceptance of the terms of these General Conditions.

1. SCOPE OF SERVICES. Services means the service(s) performed by RMA for Client or at Client's direction. RMA's findings, opinions, and recommendations are based upon data and information obtained by and furnished to RMA at the time of the Services. RMA may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in RMA's Proposal. If any alteration or addition of Services are requested by the Client, RMA may provide a written notification detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. If Client does not follow these procedures, but instead directs, authorizes, or permits RMA to perform the changed or additional work, the Services are changed accordingly and RMA will be paid for this work according to its written notification or current fee schedule.

2. DELAYS. RMA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate RMA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond its reasonable control. All promises of services time are approximations by RMA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall RMA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by RMA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. RMA RESPONSIBILITIES. Services performed by RMA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. RMA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. Testing or inspection services may require the destruction of a sample or sample location. Client understands that, in the normal course of performing the Services, some damage may occur, and understands that RMA is not responsible for the correction of any such damage or for replacing samples. Client acknowledges that opinions, data, interpretations and recommendations prepared by RMA are based on limited data and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where inspections, tests, borings, surveys, or explorations are made by RMA and may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. There is an inherent risk that samples or observations may not be representative of materials or locations not

sampled or seen and that conditions may change over time. Variations between inspected or tested discrete locations may occur and the risk of such occurrence is understood and accepted by Client. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted by RMA and RMA accepts no liability in connection therewith. RMA shall not be responsible for the interpretation by others of information developed by RMA and makes no guarantee that RMA's recommendations are properly implemented by any party. RMA shall not be held liable for problems that may occur if RMA's recommendations are not followed.

4. SUBSURFACE EXPLORATIONS. Client understands RMA's layout of boring and test locations is approximate and that RMA may deviate a reasonable distance from those locations. Client acknowledges that it is impossible for RMA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. There is a risk that drilling and sampling may result in contamination of certain subsurface areas. Client waives any claim against, and agrees to defend, indemnify and save RMA harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate RMA for any time spent and expenses incurred in defense of any such claim.

5. CLIENT PARTICIPATION. Client will make available to RMA all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to RMA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. RMA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify RMA against claims, demands, or liability arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees to hold RMA harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given RMA prior notice and has received RMA's written consent for such changes. RMA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of services ordered by Client is adequate and sufficient for Client's intended purpose.

6. THIRD PARTIES To the fullest extent permitted by law and to the extent not resulting from RMA's proven negligence, Client agrees to defend, indemnify and hold RMA harmless from any claims, demands, suits, losses, charges, expense (including attorney fees and costs at trial and appeal), and/or allegations of responsibility by any and all third parties including but not limited to, contractors, subcontractors, agents, employees, assignees transferees, successors, invitees,

neighbors, and the public relating in any way to this Agreement, the services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and RMA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and RMA that any such person or entity, other than Client or RMA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of RMA or an assignment to an affiliate or subsidiary of RMA.

7. SAMPLE DISPOSAL. Samples are consumed in testing or disposed of upon completion of tests or upon report completion (unless stated otherwise in the Services). Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Client shall be responsible for their proper transportation and disposal. RMA may be able to arrange for the transportation and disposal of hazardous materials at Client's request. In no event shall RMA be required to sign a hazardous waste manifest or take title to any hazardous materials. Contaminated samples delivered to or taken to RMA's laboratory for testing shall remain the property of Client and Client is responsible for ultimate disposal of any samples which are found to be contaminated. On request, Client shall retrieve contaminated samples from RMA's laboratory and dispose of them in an approved manner.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to RMA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of RMA's Services or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate RMA for measures that in RMA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate RMA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, Client waives any claim against RMA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save RMA harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site.

9. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees,

contractors, and other possessors of the Project, necessary to commence and complete the Services, and will provide RMA access to the project site for all equipment and personnel necessary for the performance of the Services. RMA shall be allowed free access to the site. Client understands and agrees that RMA shall only be responsible for losses which directly result from RMA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Client waives any claim against RMA, and agrees to defend, indemnify, and hold RMA harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate RMA for any time spent or expenses incurred by RMA in defense of any such claim.

10. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of services will operate to make RMA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. Client will indemnify, defend and hold RMA harmless from and against any and all losses, damages, costs and expenses, including attorney's fees, from third party claims, demands and causes of action arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation of, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by RMA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

11. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications, calculations, and studies memoranda assembled or prepared by RMA are instruments of service with respect to the subject project, and RMA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by RMA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to RMA, and the Client agrees to indemnify and hold harmless RMA against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom.

12. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against RMA, its parents, affiliates and subsidiaries ("RMA Covered Parties"), so that the total aggregate liability of RMA Covered Parties shall not exceed \$50,000 or the actual paid compensation for the services performed by RMA under

this Agreement, whichever is greater. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

13. LIABILITY FOR OTHERS. RMA shall not be responsible for supervising or overseeing the Client's contractors or for their means and methods, procedures, performance, or site safety. RMA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). RMA shall have no authority to control Others regarding their work or their safety practices. RMA does not control or guarantee the work of Others. RMA has no duty to inspect or correct health and safety deficiencies of Others. RMA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of RMA's services shall not relieve Others of their responsibilities to the Client or Others. RMA reserves the right to report to the Client any unsafe conditions observed at the Project without altering the foregoing.

14. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and RMA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.

15. INSURANCE. RMA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of \$1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of \$1,000,000 combined single limit, and (5) If RMA is providing professional services, Professional Liability insurance with coverage of \$1,000,000 per claim/aggregate. Client shall name RMA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include RMA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide RMA with a certificate of insurance evidencing the required insurance.

16. RESOLUTION OF DISPUTES. Client shall not be entitled to assert a Claim against RMA based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent and reputable Professional Engineer (P.E.), licensed architect (A.I.A.), or Registered Geologist (R.G.) that RMA has violated the standard of care applicable to RMA's performance of the Services. Such party shall be currently practicing in the same discipline as RMA and be licensed in the state where the project is located. This written opinion shall specify the acts or omissions that the independent engineer, architect, or geologist contends are not in conformance with the standard of care for professional services performed by local consultants under similar circumstances; and state in detail the basis for their independent opinion that such acts or omissions do not conform to that standard of care. Client shall provide this opinion to RMA and the parties shall endeavor to resolve the dispute within 30 days. This Agreement shall be governed by and construed in accordance with the

laws of the state where the RMA office originating the work or proposal is located. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought in the county where the RMA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

17. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, RMA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at RMA's option. Client shall pay all costs incurred by RMA in collecting any delinquent amount, including staff time, court costs and attorney fees. Failure to make payment within sixty (60) days of invoice shall constitute a release of RMA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, RMA's current fee schedule shall apply unless otherwise negotiated in advance.

18. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, RMA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. RMA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to RMA and are expressly agreed to in a writing signed by RMA.



SUE Scope of Work Wildcat Sewer Interceptor



T2 UES, Inc. dba T2
Utility Engineers
19621 N. 23rd Drive
Suite 150
Phoenix, AZ 85027
602-977-8076
www.t2ue.com

March 5, 2024

Ardurra
Steve R. Lewis, PE
124 N. Elden St.
Flagstaff, AZ 86001
Email : srlewis@ardurra.com
Phone : 928-774-4636

RE: Wildcat Sewer Interceptor
Subsurface Utility Engineering (SUE)
T2UE Proposal No. 16104-24-0019

Steve,

We at T2 UES, Inc. dba T2 Utility Engineers (Herein referred to as T2UE) would like to thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and various public works departments will enable us to successfully complete this utility investigation and meet the program and project goals. The combination of our resources and experience will provide you with the confidence that T2UE is the right choice to complete the project on time and on budget. For more information, please visit www.T2UE.com

This proposal has been prepared for the Wildcat Sewer Interceptor project in Flagstaff, Arizona. Our Scope of Services is further detailed in the project understanding section of this proposal. We have provided you with a Unit Rate Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have. Thank you again for this opportunity. We are committed to giving you the quality and service that you expect from T2UE.

PROJECT UNDERSTANDING

The T2UE team will complete an ASCE 38 Quality Level D, C, B & A SUE utility mapping investigation in accordance with the CI/ASCE Standard 38: *Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities* within the project area as defined in the following Limits of Investigation Section. The team will utilize the Standard for collecting and depicting the existing utilities and build the highest quality utility map available. This process will include an iterative field investigation, which will ultimately produce detailed drawings that are signed and sealed by a Professional Engineer in accordance with the requirements of the Standard. Further detail regarding these services is outlined in the Utility Coordination section below.

ASCE 38 QUALITY LEVEL DEFINITIONS

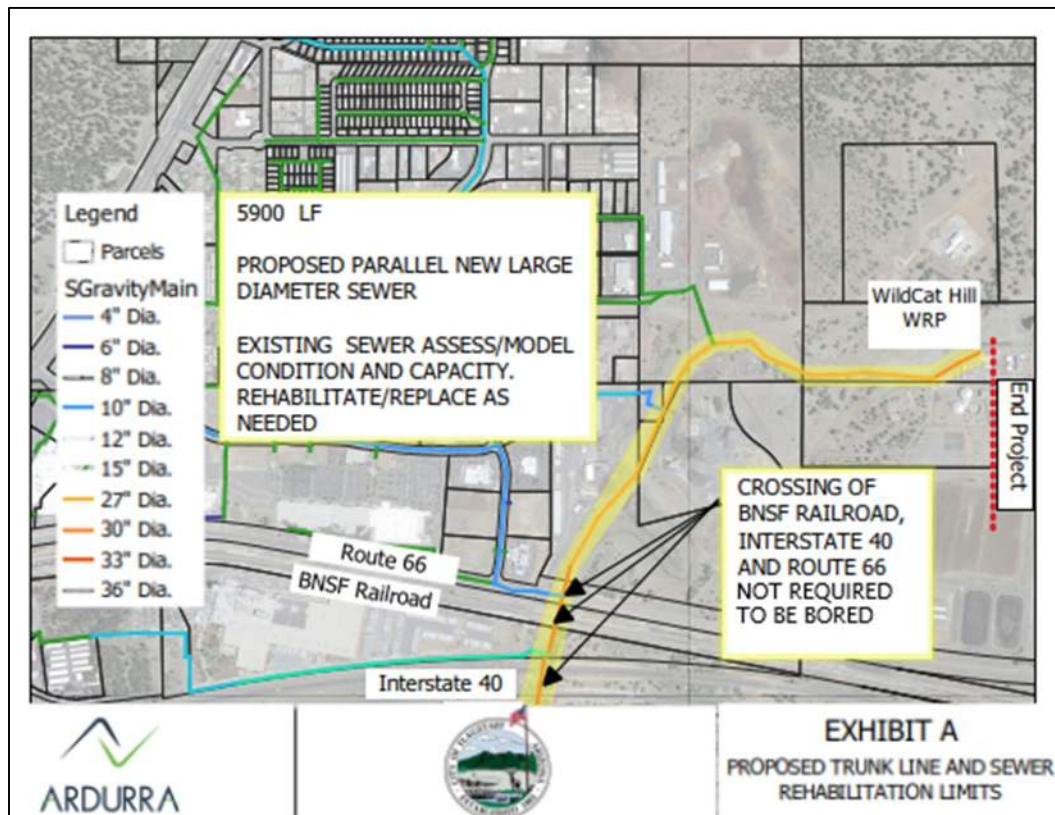
ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels defined by the ASCE Standard are as follows:

- Quality Level D (QLD): Record research of existing subsurface utilities within the project limits by contacting each utility owner and obtaining their available facility records. This process includes the mapping of untraceable (nonmetallic buried without trace wire) utilities that do not meet Quality Level C or B specifications. QLD mapping is based on information obtained from record drawings and includes utility type, ownership, size and material composition.
- Quality Level C (QLC): Inclusive of a QLD effort, the project team will provide QLC mapping of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location. QLC mapping includes utility type, ownership, size and material composition based on available record information.
- Quality Level B (QLB): Inclusive of the QLC and QLD effort of utility investigation and further incorporates the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Arizona to determine the existence and horizontal position of underground utilities. This activity is called "designating." The information obtained in this manner is surveyed to project control. Two-dimensional (2D) mapping information is obtained. QLB deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona

- Quality Level A (QLA): Inclusive of the QLB, QLC and QLD levels of utility investigation, QLA further incorporates the use of minimally intrusive Air-Vacuum Excavation methods at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. The excavation and data documentation activity is called Locating "excavation of test holes". It is the highest level of utility certainty presently available. When surveyed and mapped, precise plan and profile information is available for making final design decisions at the test hole locations. QLA deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona.

LIMITS OF INVESTIGATION

- The utility investigation will be completed in support of the City of Flagstaff, Wildcat Sewer Interceptor project. Project improvements include the design and construction of roughly 5,900 LF of a large diameter sewer line to parallel from the Wildcat Hill WRP to Interstate 40. The general limits of investigation were attached in an email from the client dated 03/04/2024.
- T2UE will complete a full QLB SUE investigation in several areas critical to the project's design, with a QLD SUE investigation (depicted according to existing utility records only) completed for the remainder of the project limits. The areas where the QLB investigation will be completed are, the Interstate 40 ROW, Route 66 ROW, the sewer tie in locations at Railhead Ave. & Sheep Hill Access Rd., and the tie in to the Wildcat Hill WRP.



SCOPE OF WORK

A Professional Engineer licensed in the State of Arizona shall oversee, document, stamp and seal a Subsurface Utility Engineering (SUE) investigation of the project area to determine existing utility conditions within the project limits. As part of the SUE investigation for this project T2UE will complete the following tasks:

➤ QLD Utility Records Research

The T2UE team will perform the following activities:

- Conduct a full reconnaissance and utility records research of any available existing utility records, to aid in the identification of Utility Owners that may have facilities on, or be affected by the project.
- Collect all applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
- Attempt to identify all known and unknown utilities, except as noted below, within the project area at QLB and depict those utilities at the actual achieved utility Quality Level.
- All utility company contacts will be provided to the client

➤ Perform QLC, QLB Investigation

The T2UE team will conduct the following:

- T2UE will survey existing visible surface utility appurtenances and correlate the information provided by the QLD utility records to obtain the utility location. This effort will update the information and mapping to QLC, and all data will be incorporated into the utility CAD file and final PDF deliverable.
- Utilize geophysical utility locating techniques to determine the true horizontal position of conductive utilities within the project area. The project team will provide QLB mapping of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a variety of geophysical locating equipment to detect, verify and designate the location of subsurface utilities from above ground. Once designated (horizontally positioned), verified utilities are marked using pink paint and flagging which is the standard industry color for temporary survey markings. This field information is then surveyed and mapped into a digitized AutoCAD file compatible with the project design files.
- T2UE will utilize a full suite of geophysical equipment appropriate to existing site conditions for locating the type of utility being investigated. Utilities detected that were not identified by the records research will be termed “undocumented” and depicted on the plans as “unknown” utilities.
- T2UE will use a complimentary suite of geophysical tools in an attempt to determine the location of undocumented utilities but cannot guarantee finding all undocumented utilities. Electromagnetic depths will not be recorded during this investigation.
- As an additional step, T2UE will use inductive scanning techniques in critical areas to attempt to designate the presence of conductive undocumented utilities. QLA Test Holes may be necessary to confirm the existence of undocumented utilities in areas of potential conflicts.
- GPR NOTE: T2UE will conduct an investigation of the project site using Ground Penetrating Radar (GPR) equipment in an effort to detect larger non-metallic utilities. However, the degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of site specific soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
- QLB depiction will be attempted on all mainline utilities included within T2UE’s geophysical investigation. However, sewer, storm drain and possibly non-metallic water will most likely be depicted at QLC or QLD dependent upon existing physical appurtenances associated with these lines; utilities that cannot be designated at QLB, but have existing physical appurtenances in the field will be depicted at QLC; utilities which cannot be designated at QLB and for which there are no visible physical appurtenances will be depicted at QLD per record.

- Invert information and, where possible, pipe size/material will be collected at Storm and Sewer Manholes as well as Storm Drain Catch Basins and Drop inlets, where accessible from the surface. The alignment of the sewer pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed MH's/CB's and professional judgment. If confined space entry is required to obtain information of offset or excessively deep pipes, extra costs will be incurred and will be discussed with the client in advance.
- T2UE will document top of nut elevations on water valves throughout the project limits.
- Underground storage tanks, septic fields, sewer service laterals, traffic loop systems and landscape irrigation are excluded from this investigation.

➤ Perform Overhead Utility Survey

The T2UE team will research and document overhead utilities within the project limits as follows:

- Pole locations as well as horizontal positioning and ownership of utilities if available. All data will be incorporated into the CAD drawing and final PDF deliverable.

➤ Perform QLA Test Holes (Potholes) per the QLA ASCE 38 Standard

T2UE will complete a recommended 15 air-vacuum utility test holes (potholes) on this project at identified conflict locations as follows:

- T2UE will excavate test holes at critical points based on the project design.
- Will provide traffic control plans and protection in accordance with local jurisdiction specifications and permit requirements. This item will be subcontracted to the local certified traffic control company.
- T2UE will obtain required permits, contact state one-call notification system, and submit one-call tickets prior to excavation a minimum of 48 hours prior to excavation.
- T2UE will use the compressed air & vacuum excavation method at critical points to measure and record the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. Test Holes in pavement and or concrete will be reinstated according to local jurisdiction specifications.
- Backfill of excavated test holes will be in accordance with local jurisdiction standards.
- The test hole information will be documented on the T2UE Test Hole Data Report tied to the project survey datum.

Notes:

If additional holes are required over and above the 15 scoped for this project, they will be done so on a separate scope and fee. For test holes located in sidewalk or concrete there will be a charge of \$125 per hole to excavate, jackhammer, and remove the existing concrete on the site, saw cut, and conduct 12" x 12" concrete restoration using bagged pre-mixed concrete. If full panel replacement is required for holes excavated in sidewalk or concrete, additional cost will be incurred, to be covered with a change order under separate scope and fee. Any "dry holes" (i.e. unable to locate the utility) dug on utilities depicted at QLD, will be invoiced at 100% of the cost of a standard test hole. The test hole rate covers to a depth of 6 feet, T2UE will invoice \$75.00 per foot after 6 feet. Furthermore, test holes wider than the standard 12" x 12" hole, will be billed with an extra \$330.00 per foot, for each additional foot added. For these miscellaneous charges, T2UE has included a contingency allowance of \$1,750 that will only be invoiced if these scenarios are encountered.

DELIVERABLES

- T2UE will deliver a SUE plan set and AutoCAD drawing (in 2D) showing the location of the utilities within the project area. The drawing will depict utilities within the investigation area in 2D at the achieved ASCE 38 Quality Level and a PDF plan set will be signed and stamped by an Arizona Registered Professional Engineer (licensed with the AZ Board of Technical Registration).
- Pertinent QLA utility test hole data will be presented in scanned electronic format on our standard "Test Hole Data Summary" and individual "Test Hole Data Report" forms sealed by an Arizona Registered Professional. Information includes the depth, horizontal coordinates, vertical elevation, size, and material composition of the utility line exposed at each test hole.

ASSUMPTIONS / EXCLUSIONS

- Ardurra will provide the following:
 - Project survey control and existing topographic survey if available.
 - Existing right-of-way mapping and design alignment files, if available.
 - Any previously collected utility records, points of contact, as-built plans, and electronic files to be made available for T2UE's use during the utility investigation.

SCHEDULE

T2UE will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule.

PROJECT ESTIMATE

For the services described, T2UE proposes compensation as outlined in the fee schedule attached. T2UE will not exceed the estimated fee without prior authorization from Client. Monthly invoices will be prepared upon conclusion for the actual work completed up to the estimated budget amount. The Designating hourly estimate for field services is an approximation only and T2UE will only invoice the actual amount generated at the close of the project. We appreciate this opportunity to provide professional SUE and Surveying services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,



James Mueller, PE
Senior Project Manager
Phone: 602.977.8076
Email: james.mueller@t2ue.com



**Wildcat Sewer Interceptor
Subsurface Utility Engineering
T2 Proposal No. 16104-24-0019**

PROJECT ESTIMATE			
SUE Quality Level "D, C & B" Designating			
*Utility Field Investigation - Designating Crew	40 hours @	\$280.00 per hour	\$11,200.00
*Utility Field Survey	12 hours @	\$185.00 per hour	\$2,220.00
Subtotal			\$13,420.00
SUE Quality Level "A" Test Hole Excavation			
*Quality Level "A" Test Hole Estimate	15 holes @	\$700.00 per hole	\$10,500.00
*Test Hole Contingency	Extra Depth/Width and/or Concrete Work		\$1,750.00
Subtotal			\$12,250.00
Professional Services			
*Project Manager	6 hours @	\$185.00 per hour	\$1,110.00
*Registered Land Surveyor	8 hours @	\$175.00 per hour	\$1,400.00
*SUE Supervisor	12 hours @	\$145.00 per hour	\$1,740.00
*CAD Technician	24 hours @	\$125.00 per hour	\$3,000.00
*Administrative (Includes Records Research)	8 hours @	\$110.00 per hour	\$880.00
Subtotal			\$8,130.00
Misc., Permits & Maintenance of Traffic			
*Utility Test Hole Excavation ROW Permits	If Required (Billed Cost + 10%)		\$550.00
*Maintenance of Traffic Set-ups, Traffic Plan Preparation & Traffic Plan Permit Submittals & Flaggers	If Required (Billed Cost + 10%)		\$2,750.00
*Slurry Backfill	If Required (Billed Cost + 10%)		\$2,000.00
*Surface Restoration (Hot Patch or Surface Coring)	If Required (Billed Cost + 10%)		\$1,750.00
*Lodging and Per Diem	20 days @	\$165.00 per day	\$2,000.00
*Mobilization	Lump Sum		\$1,200.00
Subtotal			\$10,250.00
TOTAL			\$44,050.00

* Proposal estimate only, the cost may vary due to unknown field conditions & municipality requirements

Note 1: "Utility Field Investigation" rate above includes, designating crew and the corresponding trucks and equipment.

Note 2: Test hole unit rate above includes, a 2-man vac crew, test hole survey and corresponding trucks and equipment. Only the actual number

of test holes excavated in the field will be invoiced.

Note 3: If full panel replacement is required for holes excavated in sidewalk or concrete, additional cost will be incurred, to be covered with a change order under separate scope and fee.



COOPER AERIAL SURVEYS CO.

PROJECT MANAGER
Jim Crume
602.678.5111 ext 224
jcrume@cooperaerial.com

Cost Proposal for Wildcat Sewer Flagstaff

Steve R. Lewis, PE
Ardurra (formally Ritoch-Powell Associates) -7314
63 East Main Street Suite 502
Mesa, AZ 85201
480-539-7497
SLewis@RPAENG.COM

Proposal Date:
01/03/2024
Project Location:
Flagstaff, AZ
86004

Cooper Aerial Surveys Co. is pleased to provide its cost proposal for aerial mapping and related services. This proposal is valid for thirty days from issuance date. The following is a summary of services to be provided. Please sign below and return the approved proposal to your Cooper Aerial Project Manager as acceptance of scope of services, proposed cost, and agreement to payment terms (30 days from completion of the work and provision of deliverables.)

Project Scope

Survey Services	Client is responsible for 17 ground control locations and post-process data
Mapping Services	Cooper Aerial process 462 exposures. * The mapping will be produced to National Map Accuracy Standards as published by the U.S.G.S. * Mapping Accuracy: ASPRS Vertical Class 2.5cm; Horizontal Class 2.5cm



COOPER AERIAL SURVEYS CO.

PROJECT MANAGER

Jim Crume

602.678.5111 ext 224

jcrume@cooperaerial.com

Estimated Duration*

15 working days from the receipt of flight and verification of control

* Expediting must be addressed upon project authorization and additional charges may apply.

Deliverables for Wildcat Sewer Flagstaff

2D and 3D AutoCAD file of the contours and plan, Orthorectified Imagery

Sincerely,

Jim Crume

CLIENT ACCEPTANCE

Printed Name:

Title:

Signature:

Date:

* Check here if you give permission to Cooper Aerial Surveys Co. to use your project for marketing purposes.

TOTAL FEE: \$6,400.00

(plus taxes where applicable)

Accounts not paid within 60 days of the date of the invoice are subject to a 2% monthly finance charge

Aerial Survey Metadata

Please fill out and return with the final mapping control.

To help with post processing and overall accuracy, Cooper Aerial requests the following information.

If you need assistance, please contact your Cooper Aerial Project Manager.

1. FOR STATE PLANE COORDINATE SURVEYS

- **PROJECTION: STATE PLANE ZONE _____, NAD _____, (EPOCH _____)**

Example: State Plane Zone Arizona Central 0202, NAD83 (2011), Epoch 2010

- **ELLIPSOID USED _____**

Example: GRS80

- **UNITS (circle one): INTERNATIONAL FEET / US SURVEY FEET / METERS**

- **VERTICAL DATUM: _____**

Example: NAVD88

- **GEOID MODEL: GEOID _____**

Example: Geoid18

- **IF THE PROJECT HAS BEEN MODIFIED TO GROUND. IF NOT, THEN N/A
MODIFIED TO GROUND AT (GRID) N: _____, E:
_____, COMBINED SCALE FACTOR OF
_____**

2. FOR LOCAL/ASSUMED COORDINATE SURVEYS

*** IF OTHER THAN STATE PLANE COORDINATES, ADDITIONAL MATH IS REQUIRED**

FILL OUT INFORMATION FROM ITEM 1, THEN:

- **HORIZONTAL ADJUSTMENT FROM STATE PLANE - SHIFT DIRECTION AND QUANTITY:**

Example: State Plane Easting - 500,000, State Plane Northing - 700,000

- **HORIZONTAL ROTATION FROM STATE PLANE:** _____
DEG/MIN/SEC
Example: 02° 10' 10"
ROTATION ORIGIN NORTHING: _____, **EASTING:**

Photo ID's for this project? Provide 2 photos of each PID:

- **At least 2 photos of each PID with equipment in place, one up close, and one approximately 15-20 ft. back showing a distinguishable feature if possible**
- **Ground control data in .csv or .txt format preferred, label your data with the corresponding ground control photos**
- **Each PID should fall within an open clear area free from obstructions**
- **Label the title of your photos with the corresponding ground control numbers recommended by Cooper Aerial**
- **Let us know if you have to significantly relocate a PID so we can assure it will fall within the imagery**

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

*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.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

*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	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	
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.