

**PROFESSIONAL SERVICES CONTRACT**  
**Contract No.: 2024-40**

This 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 Hazen and Sawyer P.C., (an Arizona Professional Corporation) ("Firm").

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

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 ENGINEERING SERVICES**  
**Treatment Facility Master Plan**

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

2. **Schedule of Services:** Firm shall perform all work per the schedule set forth in Exhibit A.
3. **Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. **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**

5. **City Representative:** The City Representative is Shannon Jones, Water Services Director, or his designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.
6. **City Cooperation:** 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**

7. **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 one (1) year.
8. **Renewal:** This Contract may be renewed for up to one (1) 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.

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

#### PAYMENT

10. Compensation: Firm shall be paid **seven hundred ninety-two thousand one hundred sixty dollars and zero cents (\$792,160.00)** for satisfactory performance of the services in accordance with the Scope of Work identified in Exhibit A.
11. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$100,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

#### DATA AND RECORDS

12. 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.
13. 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.
14. 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

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

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MISCELLANEOUS

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

To the City:

Teddy Callan  
Procurement Specialist  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001  
Teddy.callan@flagstaffaz.gov

To Firm:

Curtis Courter  
Vice President  
Hazen and Sawyer  
1400 E. Southern Ave, Suite 340  
Tempe, AZ 85282  
[ccourter@hazenandsawyer.com](mailto:ccourter@hazenandsawyer.com)

With a copy to:

Shannon Jones  
Director of Water Services  
Water Services  
City of Flagstaff  
2323 N. Walgreen Blvd.  
Flagstaff, AZ 86004  
[shannon.jones@flagstaffaz.gov](mailto:shannon.jones@flagstaffaz.gov)

With a copy to:

Andrea Odegard-Begay  
Senior Associate  
1626 N. Litchfield Rd, Suite 330  
Goodyear, AZ 85395  
[aodegardbegay@hazenandsawyer.com](mailto:aodegardbegay@hazenandsawyer.com)

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

**FIRM**

\_\_\_\_\_

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\_\_

**EXHIBIT A**

**SCOPE OF WORK**

**(Attached)**



Hazen and Sawyer  
1626 N. Litchfield Road, Suite 330  
Goodyear, AZ 85395

May 17, 2024

Mr. Mac McNamara  
Water Services Engineering Section Director  
City of Flagstaff  
2323 N. Walgreens St. Suite 1  
Flagstaff, AZ 86004

**Re: Flagstaff Treatment Facilities Master Plan  
Proposal for Engineering Services**

Dear Mr. McNamara:

Hazen and Sawyer (Hazen) herewith submits its proposal for engineering services in development of the City's Treatment Facilities Master Plan to address near and long-term management of wastewater and biosolids produced at the Rio de Flag Water Reclamation Facility (RDFWRF) and the Wildcat Hill Water Reclamation Facility (WHWRF). The enclosed proposal includes a proposed scope of services and spreadsheet breakdown of our proposed fee for these services, which is not to exceed \$792,160. Project duration is anticipated to extend from May 2024 through June 2025.

Please do not hesitate to contact me if you have any questions. I can be reached by cell at 214-682-4996 or by email at [AODEGARDBEGAY@HAZENANDSAWYER.COM](mailto:AODEGARDBEGAY@HAZENANDSAWYER.COM).

Very truly yours,

Andrea Odegard-Begay, PE  
Senior Associate

## **City of Flagstaff Treatment Facilities Master Plan**

Owner: City of Flagstaff (City)  
Engineer: Hazen and Sawyer (Hazen)

The City of Flagstaff is seeking professional engineering services for development of a treatment facilities master plan (TFMP) to address near and long-term management of wastewater and biosolids produced at the Rio de Flag Water Reclamation Facility (RDFWRF) and the Wildcat Hill Water Reclamation Facility (WHWRF).

### **SCOPE OF SERVICES**

Engineer shall perform the following tasks.

#### **TASK 100 – PROJECT MANAGEMENT & MEETINGS**

##### 110 – Project Management

Hazen shall perform various project management and monitoring activities associated with the project. Specific project management services include development of a Project Management Plan, development of project progress reports to be included with monthly invoices, development of applicable formats and standards, coordination and collaboration with the City's staff, and management of individual project team resources to assist in a project delivery consistent with the City's specific needs.

##### 120 – Progress Meetings

Hazen will conduct regular progress meetings with the City's staff to collect relevant information, receive guidance on the evaluation efforts, discuss issues and concerns, and monitor the progress of the work. Progress meetings may be replaced or combined with project Workshops when appropriate. Hazen will be responsible for developing the meeting agenda and discussion materials. Following each progress meeting, Hazen shall develop meeting minutes, including relevant action items, for distribution to the City's staff at least ten (10) days prior to the next progress meeting.

Hazen shall meet virtually with City of Flagstaff Capital Engineering staff member, Mac McNamara, Senior Project Manager, as needed to coordinate capital projects currently in process and planned.

##### 130 – Project Workshops

The project workshops will provide the City's staff the opportunity to review and provide input to intermediate work products as they are developed.

The following workshops are envisioned for the TFMP project:

1. Kickoff Workshop - the first project meeting will be a "Kickoff Workshop" to discuss the planning goals and objectives, planning process, work plan, and schedule. Hazen will request and obtain at that time, if possible, relevant planning data for use in process evaluations, condition assessments, biosolids and effluent management review, and other tasks as appropriate.
2. Facilities Condition Assessment

3. Flow and Load Projections, and Regulatory Trends
4. Biosolids Disposal, Beneficial Use, and Treatment Recommendations
5. Alternative Wastewater Treatment Evaluation
6. Program Assessment
7. SCADA/Controls Evaluation
8. Draft Treatment Facilities Mater Plan

Hazen will prepare up to two (2) presentations to the Water Commission and two (2) presentations to Flagstaff City Council, as needed, to relay the results of the work and recommendations of the TFMP.

#### 140 – Quality Management

Hazen shall provide quality management reviews throughout the duration of the project. Each deliverable will be reviewed by senior engineering or professional staff for quality and consistency. Internal QC review comments shall be tracked and shall include a comment resolution step to confirm that all comments have been properly addressed.

#### 150 – Project Control and Reporting

Monthly invoices will be prepared and submitted to the City in an approved format. Monthly project status reports will be prepared and submitted to the City along with the monthly invoices. These reports will include summary of services completed since the previous report, current project schedule and budget status, project issues, and potential change logs.

#### 160 – Project Closeout

During the project study phase close-out, Hazen will resolve final invoices to the City, consolidate and archive project files, and meet with the City to review the project performance and achievement of project objectives.

#### *Task Series 100 Assumptions:*

- Project duration is 12 months
- Hazen will host up to six (6) progress meetings, which shall be held virtually via MS Teams and be of 1-hour duration
- Hazen will host up to eight (8) workshops, which shall be held in-person in Flagstaff and be no more than 4-hour duration
- Hazen will participate in up to two (2) Water Commission meetings
- Hazen will participate in up to two (2) City Council meetings

#### *Task Series 100 Deliverables:*

- Project Management Plan in electronic PDF format
- Progress Meeting Agenda and Meeting Minutes (up to 6) in electronic PDF format
- Workshop Agenda and Meeting Minutes (up to 8) in electronic PDF format
- Monthly Invoices and Summary Reports (12) in electronic PDF format
- Presentations to Water Commission or City Council (up to 4) in electronic PPT format

## TASK 200 - EVALUATIONS AND TECHNICAL MEMORANDA

A complete series of evaluations were completed as part of the 2018 Biosolids Master Plan. Each major evaluation resulted in a technical memorandum (TM) summarizing the findings and recommendations for future maintenance. Hazen shall review these evaluations and update them based on data provided by the City. In addition, Hazen shall develop a recommended path forward for upgrading all components as the facilities are improved and capacity is increased.

### 210 - Facilities Assessment

Hazen will review and update the following information as provided in the 2018 Biosolids Master Plan. Hazen will evaluate the condition of the existing RDFWRF and WHWRF and provide recommendations for long-term sustainability and reliable operation. Hazen will perform the following sub-tasks:

- Develop a condition assessment plan for each RDFWRF and WHWRF based on the asset registers, including identified asset risk, from the 2018 Biosolids Master Plan that will describe the methodology to be used for the facilities condition assessment.
- Conduct a facility assessment to update the electrical, mechanical, and structural condition of existing facilities and present findings in tabular format; identify potential improvements for service through year 2050.
  - Asset risk and other factors such as environmental and maintenance history will be used to identify a list of critical above-ground assets at RDFWRF for a “focused” Level 1 visual condition assessment comprising 20-25% of the assets at RDDFWRF. An inspection team shall perform visual evaluations in the field of physical condition and performance of all accessible assets on paperless forms that consist of the checklist of asset attributes to be collected or verified and guidance to assign a numeric score from 1 (excellent) to 5 (poor), based on asset condition. During site inspection, asset attributes shall be verified, electronic photographs shall be taken, and condition scores shall be assigned. The data collected for the assets shall include photographs of the assets, the inspectors’ notes, condition scores for specific attributes, and inspection checklists, and shall be stored digitally.
  - Condition assessment at WHWRF will include staff interviews and a site inspection with City staff to validate and update previous recommendations. The data collected for the assets shall include photographs of the assets and inspectors’ notes, stored digitally.
- Update the asset registry based on the results of the field condition assessment. Evaluate process trains for reliability, redundancy, ease of maintenance, maintenance costs, and estimated remaining "useful life", and make recommendations for improvements, if necessary. Remaining useful life of assets will be calculated based on industry best practices (e.g., WERF, AWWA, EPA), experience from local and similar projects, and on-site condition assessment. Hazen will customize the standard useful lives in the industry by weighing each of these factors in determining the remaining useful lives of the City’s RDFWRF and WHWRF assets.
- Evaluate SCADA, PLC, automation systems and associated networks for consistent, reliable operation of the RDFWRF and WHWRF via site inspection with City SCADA and I&C staff and recommend updates and upgrades.
- Include all proposed improvements in the economic and funding analysis in Task 300 and prioritize them in the CIP. A replacement schedule, as applicable, will be included in the CIP.
- Provide a summary of the potential code impacts and basis for future designs based on current building codes and regulatory compliance.

- Prepare a technical memorandum to document the evaluation of existing RDFWRF and WHWRF facilities. Incorporate the City's review comments from the draft TM and workshop in the final TFMP document.

*Assumptions:*

- The asset registers from the 2018 Biosolids Master Plan are complete, includes asset risk (i.e., consequence of failure and probability of failure), and will be provided by the City in editable XLS format.
- Condition assessment at RDFWRF will be a “focused” Level 1 assessment limited to assets identified as critical in the desktop evaluation.
- Condition assessment at WHWRF will include staff interviews and a site inspection with City staff to validate and update previous recommendations.
- Plant staff will be available to support facility assessments, including entering confined spaces, opening electrical panels, and exercising equipment, as necessary.
- Facilities site evaluation shall consist of no more than five (5) eight-hour days on-site; a minimum of one (1) full day at each RDFWRF and WHWRF.
- The estimated lifespans or useful lives shall be based on industry best practices (as defined by WEF and EPA) experience from local and similar projects, and the on-site condition assessment. Useful lives are enhanced or diminished by factors such as operating environment, operational history, maintenance procedures, construction quality, material quality, external stresses, among others.

*Deliverables:*

- Updated asset registry in electronic XLS format
- Draft Facility Condition Assessment Technical Memorandum in electronic PDF format

## 220 - Waste Load Review and Projections

Hazen will review and update the following information as provided in the 2018 Biosolids Master Plan. Hazen will summarize past and current waste load trends and project future waste load quantities for years 2024 - 2050. Hazen will perform the following sub-tasks:

- Collect existing historical facility influent data (City-supplied data), utilizing at a minimum data from 2012 to current, and waste load summaries generated by other sources to-date. The City may choose to collect and analyze current sample influent data to verify historical data.
- Evaluate the influent data to derive (current) annual average loadings for flow, biochemical oxygen demand (BOD) (including Soluble), chemical oxygen demand (COD) (including Soluble), total suspended solids (TSS), alkalinity, nitrogen, ammonia, nitrate and nitrite, Total Kjeldahl Nitrogen (TKN), phosphorus, sulfur compounds, and associated flow and load peaking factors for maximum month, peak week and peak day.
- Evaluate and include in projected future waste loads the impacts of current un-sewered population and the result of water conservation and lower flows.
- Project future facility influent loadings based on projected domestic, City-supplied commercial and industrial loading data and summarize by flow, BOD (including Soluble), COD (including Soluble), TSS, alkalinity, nitrogen, ammonia, nitrate, nitrite, and TKN by annual average, maximum month, peak week and peak day loads for years 2030, 2040, and 2050. Projections will include secondary solids from the RDFWRF, as well as both secondary and primary solids from the WHWRF. City-provided estimates of septage, FROG, and food waste will be incorporated.

- Summarize the findings in a draft TM for the City's review and incorporate the City's comments in the TFMP document.

*Assumptions:*

- City will provide population data and projections for the planning horizon, including identification of un-sewered population.
- City will provide the most recent three (3) years of daily flow/load records along with operations data (monthly reports) from 2012 to current.
- City will provide one (1) week of hourly flow data from the maximum month of flow from the past year.

*Deliverables:*

- Draft Waste Load Review and Projections Technical Memorandum in electronic PDF format

### 230 - Current and Potential Future Regulatory Requirements

Hazen will summarize and define the current and potential future regulations that may affect operations at the City's water reclamation facilities. Hazen will perform the following sub-tasks:

- Review the current effluent discharge operating permit, currently proposed regulations, and how they may affect the future operations.
- Summarize current and anticipated future permit conditions in tabular format with descriptions.
- Provide guidance on necessary process improvements needed to meet requirements throughout the planning period (2024 - 2050).
- Summarize the findings of these sub-tasks in a draft TM for the City's review and incorporate the City's comments in the final TFMP document.

*Deliverables:*

- Draft Regulatory Requirements Technical Memorandum in electronic PDF format

### 240 - Process Treatment Capacity Evaluation

Hazen will review and update the following information as provided in the 2018 Biosolids Master Plan. Hazen will develop long-range process treatment alternative(s) at the RDFWRF and WHWRF to meet the regulatory requirements identified in Task 230 and meet operations treatment goals. Hazen will perform the following sub-tasks:

- Perform computer simulation modeling, using the City's current BioWin models, of the liquid process stream and wastewater treatment process using facility operating records for calibration. Request testing, as needed, to validate existing model calibration.
- Prepare a solids mass balance using the results of the modeling effort.
- Determine the firm hydraulic and solids loading capacity and peak capacity of individual treatment processes using the results of the process models (summarize in tabular format); include redundancy and reliability information/requirements.
- Identify any issues related to water conservation at the facilities (i.e., decreasing flows and increasing loads).
- Identify process deficiencies for the various influent load and regulatory scenarios.
- Prepare a draft TM that describes the findings of this evaluation and incorporate the City's review comments in the final TFMP document.

*Assumptions:*

- Existing BioWin models are calibrated and no additional calibration effort will be required.

*Deliverables:*

- Updated BioWin models
- Draft Process Treatment Capacity Evaluation Technical Memorandum in electronic PDF format

## 250 - Hydraulic Capacity Evaluations

Hazen will review and update the following information as provided in the 2018 Biosolids Master Plan. Hazen will review, validate, and update the existing City hydraulic model for the RDFWRF and WHWRF to reflect current conditions and potential hydraulic limitations based upon the information developed in the Tasks above. Hazen will perform the following sub-tasks:

- Evaluate and validate the existing hydraulic model, determine locations of flow restrictions, and recommend corrective measures to these flow restrictions.
- Include any new process flow elements as a result of the alternative analysis.
- Include all sub-systems impacting the hydraulic and solids loading profile (i.e., equalization basin, internal recirculation systems, etc.).
- Prepare a draft TM that describes the findings of this evaluation and incorporate the City's review comments in the final TFMP document.

*Assumptions:*

- City will provide existing hydraulic models in editable format.
- City will provide record drawings for both RDFWRF and WHWRF.
- City will provide flow data from SCADA during field investigations of hydraulic elevations and control points.
- City will provide survey of hydraulic control points at both RDFWRF and WHWRF.

*Deliverables:*

- Draft Hydraulic Capacity Evaluation Technical Memorandum in electronic PDF format

## 260 - Alternative Process Evaluation

Hazen will develop alternative(s) for meeting the process capacity assessment, regulatory requirements, and potential advanced wastewater treatment needs developed in the previous tasks. Hazen will perform the following sub-tasks:

- Evaluate up to five (5) applicable treatment technologies, including conventional treatment, membrane bioreactors, or other applicable treatment alternatives for discharges and/or potential reclaimed water application(s) at WHWRF via desktop analysis and shortlist three (3) for additional modeling. Evaluate one (1) treatment technology alternative at RDFWRF. Consideration should be given to effluent nitrogen limitations, contaminants of emerging concern (CEC's), endocrine disruptors (ED's), per- and polyfluoroalkyl substances (PFOS/PFAS) and other compounds of concern.
- Evaluate treatment facilities for potential opportunities and uses regarding indirect potable reuse and Advance Water Purification.
- Evaluate the need for increasing capacity of the existing WHWRF and RDFWRF facility processes with other applicable technologies versus the feasibility of upgrading/expanding.
- Evaluate and provide up to three (3) technology and cost comparisons for the WHWRF solids disposal methods (if applicable). Previous studies may be utilized as a reference.

- Develop treatment scenarios for achieving various effluent qualities based on the potential regulations discussed in Task 230 (i.e., effluent nitrogen limitations).
- Develop up to three (3) recommended improvement alternative(s) at WHWRF and one (1) at RDFWRF, including process flow diagrams (PFDs) to appropriate level of detail, and concept site plans for the identified treatment scenarios, to sufficiently verify footprint/space requirements and establish AACE Level 5 cost estimates. Cost estimates shall include capital, operation, and maintenance, as well as City's supplied legal and administrative costs for the alternatives identified. Capital and life-cycle cost analyses will be used to compare costs for the recommended alternatives.
- Prepare detailed phasing plan for the recommended improvement alternative(s) that includes key decision points to meet future capacity needs.
- Prepare a draft TM that describes the alternative(s) and incorporate the City's review comments in the final TFMP document.

*Assumptions:*

- A desktop analysis of five (5) different process train alternatives will be considered for evaluation at WHWRF, and three (3) process train alternatives will be shortlisted for additional modeling. One (1) process train alternative will be evaluated at RDFWRF.
- Cost estimates for up to three (3) alternatives at WHWRF and one (1) alternative at RDWRF shall be developed and accuracy shall comply with Level 5 standards as defined by the Association for Advancement of Cost Estimating International (AACE), which are appropriate for preliminary-level planning work.

*Deliverables:*

- Draft Alternative Process Evaluation (RDFWRF and WHWRF) Technical Memorandum in electronic PDF format

270 - SCADA/Controls Evaluation

Hazen will assess the SCADA system and its components for the purpose of evaluation. Hazen will perform the following sub-tasks:

- Verify existing network documentation to the actual network through visual assessment, interview with city SCADA staff and review of communication configuration within the PLC programming. This network assessment shall be documented in the form of a block network diagram. Recommendations of improvements to the network will be prioritized and included in the final report.
- Verify control cabinets at the two facilities comply with the current City of Flagstaff Specification and Standard as they exist at the time of the Assessment. Including Programming standards. Current specifications and standards shall be discussed with SCADA Staff before and during the Assessment. This Control and Programming assessment shall identify control cabinets or SCADA nodes/devices that do not meet the Standard or specifications. Recommendations of improvements to control cabinets and SCADA nodes/devices will be prioritized and included in the final report.
- Review the City's current equipment, programming, and alarm Tag naming conventions. Hazen will review Tag naming assessment and make recommendation for naming configurations methodology, and improvements as needed. Recommendations of improvements to the Tag naming conventions will be included in the final report.
- Review the City's SCADA alarm generating philosophy and methodology. This assessment shall identify a prioritized list of recommendations to include aligning system alarms with specifications and standards and potentially identifying future system alarms required by Operations and

Maintenance staff. Recommendations of improvements to the SCADA alarm system will be included in the final report.

- Verify the Facility SCADA HMI is implemented within the Water Services specifications and standards. Hazen will assess the SCADA HMI and identify a prioritized plan to upgrade and update the software, hardware, operating system, and physical location of the SCADA HMI. Recommendations of improvements to the SCADA HMI will be included in the final report.
- Verify the historian and reports is implemented within the Water Services specifications and standards. This data and reporting assessment shall include a list of prioritized recommendations for improvements needed in reports and data and develop an implementation plan to address missing reports and data. Hazen shall identify opportunities to automating the generation of these reports.
- Summarize these assessments in a draft TM for the City's review and incorporate the City's review comments in the final TFMP document. Summary will include:
  - SCADA Network Architecture Map
  - Prioritized improvement plan to areas of non-compliance
  - Control Cabinet assessment summary
  - PLC Programming standard summary
  - Prioritized improvement plan for control cabinets, PLC programming of non-compliance, and updated standards
  - Current Tag naming assessment summary
  - Prioritized improvement plan for tagging naming standard and needed improvements throughout the system.
  - SCADA System Alarm Assessment summary
  - Prioritized improvement plan for alarming and updating the City Alarm Strategy and philosophy standard
  - SCADA HMI assessment summary
  - Prioritized improvement plan for SCADA HMI standards, updating software and other SCADA HMI improvements
  - SCADA Data and Reporting summary
  - Prioritized improvement plan for SCADA historian and reporting structure

Project workshops will provide the City's staff the opportunity to review and provide input to assessments as they are developed. The following workshops are envisioned as part of this task:

- SCADA Network Assessment; duration up to four (4) hours
- SCADA Control and Programming; duration up to four (4) hours.
- Up to two (2) SCADA Tag Naming Assessment workshops; duration up to four (4) hours each
- Up to two (2) SCADA System Alarm Assessment workshops; duration up to two (2) hours each
- Up to two (2) SCADA HMI Assessment workshops; duration up to four (4) hours each
- Up to two (2) SCADA Data and Reporting Assessment workshops; duration up to two (2) hours each.

*Assumptions:*

- Hazen will conduct up to five (5) days of site visits to document all nodes in the treatment system to perform a SCADA Network Assessment and Control and Programming Assessment.
- The SCADA Network Assessment will include a visual review of nodes on the system, review of existing network documentation and review of PLC communication configuration within the PLC code. A node shall include major SCADA equipment including PLC(s), Remote Input/Outputs, OIT(s), HMI workstation. Peripheral equipment are not included.

- All programs for Program standards review will be provided by the City. Programming standards review will include review of PLC programming only.
- City shall provide copies of standards and specifications for control cabinets, PLC, OIT, HMI and tagging. If no standards are available Hazen will make recommendations of industry best practices.
- All documented tag lists from equipment, programming (PLC, OIT, and HMI), and alarm tag will be provided by the City for Hazen in a complied .csv digital format.
- City shall provide copies of documented PLC programs and configurations.
- City shall provide copies of documented OIT programs and configurations.
- City shall provide copies of documented HMI programs and configurations.
- Hazen will host up to ten (10) workshops, which shall be held virtually and be no more than 4-hour duration

*Deliverables:*

- Workshop Agenda and Meeting Minutes (up to 10) in electronic PDF format
- Draft SCADA/Controls Evaluation Technical Memorandum in electronic PDF format

280 – Staffing and Training Needs

Hazen will develop a TM to address staffing levels and training plan based on industry standards. Existing operations, future treatment alternatives, and future treatment capacity shall be considered. Hazen will perform the follow sub-tasks:

- Evaluate and verify the existing staffing levels meet the needs of existing operations, if not provide recommendations of staffing levels based on industry standards.
- Evaluate and provide recommendations on staffing levels for treatment alternatives that may be implemented in the future. As appropriate phased staffing level implementation shall be based on selected treatment alternatives and additional capacity of all processes.
- Staffing level recommendations shall also include needed experience and/or expertise (i.e., operations, mechanical, electrical, SCADA, etc.).
- With the staffing challenges for these positions, alternative options may be necessary. Provide recommended alternatives to in-house staffing, such as instrumentation, SCADA, automation, and/or on-call contract services, and associated costs for these services.
- Provide training recommendations for the needed expertise to properly run and operate the City's treatment processes (i.e., operations, mechanical, data analytics, vibration analysis, Citect, electrical, PLC, etc.)
- Prepare a draft TM that describes the City's staffing needs and incorporate the City's review comments in the final TFMP document.

*Assumptions:*

- Starting point of evaluation will be current organizational chart and job descriptions.
- Staffing levels will be evaluated for existing operations, three (3) process train alternatives at WHWRF, and one (1) alternative at RDFWRF.
- Up to two (2) alternatives to in-house staffing will be evaluated.
- Operations is defined as staff required for process monitoring, maintenance, and laboratory analysis.

*Deliverables:*

- Draft Staffing and Training Needs Technical Memorandum in electronic PDF format

## **TASK 300 – FUNDING AND FINANCING**

Hazen will prepare a TM with recommended funding and financing options for upgrading and increasing the capacity of the treatment facilities and/or its individual components based on the City's unique financial characteristics. Hazen shall perform the following sub-tasks:

- Research and identify grant opportunities that may be applicable to design and construction of future treatment upgrade projects identified in the TFMP.
- Identify what phases of projects (planning, design, construction) can be captured within the City's existing and future utility rate structure.
- Identify and explore the benefits and drawbacks of alternative funding options such as Public Private Partnerships, bonds, special taxes, grants, and any other currently available funding sources.
- Prepare a draft TM that describes the City's staffing needs and incorporate the City's review comments in the final TFMP document.

### *Assumptions:*

- Funding support includes guidance and review of up to two (2) applications developed by the City for this project. City will write the grant application(s).

### *Deliverables:*

- Funding and Financing Technical Memorandum

## **TASK 400 - TREATMENT FACILITY MASTER PLAN**

Hazen shall prepare a Treatment Facility Master Plan document presenting and summarizing the results of the investigations, evaluations, and recommendations developed in the preceding tasks. The TFMP shall include explanatory text, illustrative figures, and data tables to summarize the recommendations for improvement. Hazen will perform the following sub-tasks:

- Prepare a draft outline of the TFMP and review the draft with the City's personnel.
- Prepare a Draft TFMP report for the RDFWRF and WHWRF following ADEQ facility planning requirements and any pertinent (e.g., AWWA, WEF) industry good practice guidelines/requirements. This report shall take into consideration current and future projects, phasing as appropriate, project grouping to get an economy of scale, and scheduling to meet the treatment and capacity needs for the City's treatment facilities.
- Incorporate the City's review comments and prepare a Final TFMP including an executive summary.
- Develop a recommended capital improvement plan (CIP) based on the results of hydraulic modeling scenarios, facilities evaluation, and other analyses conducted in previous tasks. Included will be a recommendation of phased approach to treatment improvements throughout the planning period and identification of potential key decision points and response strategies to address alternative regulatory requirements. Hazen shall identify possible flexibility for future regulatory changes including total dissolved solids (TDS), nitrogen, phosphorus, and trace constituent removal. A proposed schedule of the asset condition-driven rehabilitation and replacement (R&R) upgrades and the recommended technology improvements will be integrated into the CIP. All CIP items will be prioritized and tabulated, with costs, into a comprehensive implementation plan.

*Assumptions:*

- Content from technical memoranda developed in Tasks 200 and 300 will be updated and included in the body of the TFMP, superseding the previous working documents delivered to the City.
- Any models, spreadsheets, and any other supporting data shall be provided to the City and shall become the property of the City of Flagstaff.
- Cost estimates' accuracy shall comply with Level 5 standards as defined by the Association for Advancement of Cost Estimating International (AACE), which are appropriate for preliminary-level planning work.
- Capital Improvement Plan format shall consist of a project list with individual project sheets. Each sheet shall include a brief discussion of background and purpose of the project, project description, and cost estimate summary, including project triggers where applicable.

*Deliverables:*

- Outline of Treatment Facility Master Plan in electronic PDF format
- Draft Treatment Facility Master Plan in electronic PDF format, including executive summary, recommended 5- and 10-year capital improvement plan, and technical memoranda as appendices
- Comment log summarizing City review comments and their disposition
- Six (6) printed copies and one (1) editable version of the Final Treatment Facility Master Plan with an executive summary, recommended 5- and 10-year capital improvement plan, and technical memoranda as appendices
- Any models, spreadsheets, and any other supporting data in editable format

## **ALLOWANCE**

The scope, level of effort, and associated cost for additional engineering services, including but not limited to survey and geotechnical services, will be as determined and agreed upon by the City and Hazen before the work is performed.

City will make any pertinent survey information in the City's records for the WHWRF and RDFWRF site available. However, Hazen may provide, if needed, through qualified subconsultants, survey services to support the field investigation and conceptual design. Survey services may include verification of horizontal and vertical control on existing structures and pipelines and confirmation of elevations of weirs and other critical hydraulic controls

## **SERVICES NOT INCLUDED IN SCOPE OF WORK**

The following services have not been included in this scope of work. These services may be provided under additional task order(s) if deemed necessary by the City, and only after approval in writing:

- Public outreach efforts.
- Meetings with regulatory or permitting agencies.
- Calibration of existing BioWin models, incl. development and execution of a sampling protocol.
- Coordination and participation in visits to sites using proposed technologies.
- Design, permitting, or construction phase services for improvements recommended through the course of the study.
- Grant writing services.
- SCADA Equipment Assessment
- CMMS and GIS Assessment

## KEY PERSONNEL

Name	Role	Phone	Email
Hazen			
Curt Courter	Principle in Charge	480-465-4504	ccourter@hazenandsawyer.com
Andrea Odegard-Begay	Project Manager	214-682-4996	aodegardbegay@hazenandsawyer.com
Katie Vanyo	Comprehend Task Lead	480-417-5664	kvanyo@hazenandsawyer.com
Doug Kobrick	Explore Task Lead	480-465-4506	dkobrick@hazenandsawyer.com
Stantec			
Rob McCandless	Principle in Charge/ Converge Task Lead	480-687-6105	rob.mccandless@stantec.com
Naho Garvin	Project Manager	801-617-3215	naho.garvin@stantec.com

No.	Task List	Curt Courter Hazen Principal in Charge \$280/h	Wendell Khunjar Technical Advisor & QA/QC \$280/h	Andrea Odegard-Begay Project Manager \$260/h	Katie Vanyo Comprehend Phase Task Lead \$240/h	Pouya Shahsana Structural Engineer \$210/h	Alec Hanson Facility Assessment \$180/h	Lindsey Bennet Process Modeling \$180/h	Riley Murnane Principle Engineer \$180/h	Jacob Mitten-Thomsen Assistant Engineer \$145/h	Doug Kobrick Explore Phase Task Lead \$280/h	Chris Currier Construction Cost Estimating \$240/h	Jason Joynes Staffing Analysis and Training \$185/h	Troy Walker Membrane Bioreactor Operations \$280/h	Klint Fletcher SCADA Evaluation and Standardization \$280/h	Jason Hoyt SCADA Evaluation and Standardization \$240/h	Adam Butts &C Engineer \$240/h	Rob McCandless Converge Phase Task Lead \$285/h	Kevin Daniels Implementation \$210/h	Heather Tugaon Regulatory Outlook \$210/h	Steve Winfree Solids Handling \$260/h	Kenny Chen Implementation \$210/h	Kahao Lim Implementation \$180/h	Carol Malesky CIP Development and Financing \$280/h	Amy Broughton Funding \$260/h	Kyleen Marcella Advanced Treatment \$210/h	Corey Callaway Electrical \$210/h	Johnathan Muthart SCADA/I&C \$210/h	Chris Machado Technical Advisor & QA/QC \$285/h	Naho Garvin Stantec Project Manager \$210/h	TOTAL HOURS	LABOR FEES	EXPENSES	TOTAL		
<b>TASK 100 – PROJECT MANAGEMENT &amp; MEETINGS</b>		6	40	108	40	0	0	0	0	12	8	0	0	8	22	0	0	48	45	9	6	0	12	0	6	8	0	0	64	42	438	\$ 121,980	\$ 5,400	\$ 127,380		
110	Project Management	6		6						12								6														18	\$ 6,210		\$ 6,210	
120	Progress Meetings			6	2													6	9	9												46	\$ 9,830		\$ 9,830	
130	Project Workshops			72	30													24	36												198	\$ 48,960	\$ 5,400	\$ 54,360		
140	Quality Management		40											8	16			12								8					108	\$ 41,260		\$ 41,260		
150	Project Control and Reporting			22																												46	\$ 10,760		\$ 10,760	
160	Project Closeout			2	8																										12	\$ 4,960		\$ 4,960		
<b>TASK 200 - EVALUATIONS AND TECHNICAL MEMORANDA</b>		0	40	48	36	48	120	120	0	212	24	50	80	8	80	340	273	18	112	40	28	50	418	0	0	0	62	62	0	0	2229	\$ 477,730	\$ 10,600	\$ 488,330		
210	Facilities Site Evaluation/Reliability Criteria			6		48	120			40		18	40				48		26				26				18	18			408	\$ 79,980	\$ 10,600	\$ 90,580		
220	Waste Load Review and Projections			6						4								4	34				70								118	\$ 23,020		\$ 23,020		
230	Current and Potential Future Regulatory Requirements			6						4										40											50	\$ 10,540		\$ 10,540		
240	Process Treatment Capacity Evaluation		20	6	12			60		4								4	20				50								156	\$ 35,760		\$ 35,760		
250	Hydraulic Capacity Evaluations			6						4								2	32				132								176	\$ 33,190		\$ 33,190		
260	Alternative Process Evaluation		20	12	24			60		140	24	32						8			28	50	140			44	44			606	\$ 123,720		\$ 123,720			
270	SCADA/Controls Eval									4					80	340	225														649	\$ 158,580		\$ 158,580		
280	Staffing and Training Needs			6						12			40	8																	66	\$ 12,940		\$ 12,940		
<b>TASK 300 – FUNDING AND FINANCING</b>		0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	36	148	0	0	0	0	0	192	\$ 50,740	\$ -	\$ 50,740		
310	Evaluate Funding and Financing Opportunities			2														2					18	80							102	\$ 26,930		\$ 26,930		
320	Funding and Financing TM			2														2					18	68							90	\$ 23,810		\$ 23,810		
<b>TASK 400 - WASTEWATER TREATMENT MASTER FACILITY PLAN</b>		0	0	12	12	0	12	56	0	100	0	0	0	0	12	56	0	10	14	32	14	18	18	0	18	0	22	18	16	16	456	\$ 93,710	\$ 2,000	\$ 95,710		
410	Draft Plan			8	8		8	40		60					8	40		8	6	24	6	18	18		16		20	16	16	16	336	\$ 69,980		\$ 69,980		
420	Final Plan			4	4		4	16		40					4	16		2	8	8	8	8			2	2	2	2	2	120	\$ 23,730	\$ 2,000	\$ 25,730			
<b>ALLOWANCE</b>																																			\$ 30,000	
<b>TOTAL:</b>		6	80	172	88	48	132	176	0	324	32	50	80	16	114	396	273	80	171	81	48	68	448	36	172	8	84	80	80	58	3315	\$ 744,160	\$ 18,000	\$ 792,160		

## 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. [Reserved]
8. [Reserved].
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. [Reserved].

11. [Reserved].
12. [Reserved].
13. [Reserved].
14. [Reserved].
15. [Reserved].
16. [Reserved].
17. [Reserved].

## **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 be 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. The standard of care for Contractor under this Contract will be the care and skill ordinarily used by members of the design and engineering profession performing similar services under similar conditions.
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 as set forth in this Agreement.
32. **[Reserved].**

### **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:** Except as prohibited by A.R.S. 34-226, 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:** Except as prohibited by A.R.S. 34-226, 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:** Except as prohibited by A.R.S. 34-226, 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 the defaulting party, 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.
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 Professional Liability and Cyber 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.