

WSP USA  
Contract No. 2022-108  
City of Flagstaff Downtown Mile Project  
Planning and Design Services  
Project No. 30902258

Scope of Work  
For  
Planning and Design Services  
Contract Modification #4  
(City of Flagstaff Design Change Order #3)

October 2024

## GENERAL DESCRIPTION OF WORK:

WSP USA (WSP) is continuing to provide Design Services for the Downtown Mile project. As part of the development of the 30% and 60% design submittals, several items were identified that were not covered in the original scope or in contract modifications 1, 2, or 3 (City of Flagstaff Design Change Orders #1 and #2). This contract modification is being submitted to capture additional scope items and cover the following:

- Additional roadway work to:
  - Evaluate the Ultimate roadway layout at Humphreys and Milton Road / Route 66. Scope was not included in the original contract.
  - Evaluate FUTS profiles through the BNSF FUTS underpass with coordination with Downtown Connection Center and Rio de Flag projects. Scope was not included in the original contract.
  - Design revisions to roadway initiated by revisions caused by BNSF changes to track profiles and structure type at Milton Road and Beaver Street.
  - ADOT requested information at the pump station site involving turning movements and driveway requirements.
  - Change in design vehicle at the Milton Road and Santa Fe intersection after the 60% design submittal.
- Additional drainage work to:
  - Evaluate drainage options and develop a White Paper for submittal and review by BNSF for drainage along BNSF right-of-way which triggered a full redesign of drainage along the north section of the tracks. Original concept was originally provided in the Feasibility Report submitted and reviewed by BNSF.
  - Downtown Laterals Santa Fe Ave:
    - Santa Fe updates include evaluation and incorporation of portions of the Downtown Laterals project requiring additional drainage structures along Santa Fe from Milton Road / Route 66 through Park Street. Scope was not included in the original contract.

- Coordination – Continued coordination between DTM design team and Downtown Laterals design team. Assume biweekly meetings for progression to DTM Sante Fe 60% OTS then transition to monthly and as needed after 60% OTS.
- Additional structure work to:
  - Evaluate structure alternatives for a single structure versus multi-structure at BNSF Milton Road and BNSF FUTS underpasses as directed by BNSF through the 30% review. Structures were originally identified as multi-structure crossings in the Feasibility Report submitted and reviewed by BNSF.
  - Redesign of BNSF Milton Road underpass from concrete to steel as required by BNSF after 30% review. This structure was originally identified as concrete in the Feasibility Report submitted and reviewed by BNSF.
- Scope of work is being modified from rail for:
  - Removal of scope related to the south platform. The scope of work for this platform is being removed from the project in coordination with BNSF and FRA.
  - Redesign of track profiles and layout due to BNSF initiated change after 30% from a Left-Hand Turnout (LHTO) to a Right-Hand Turnout (RHTO). This impacted horizontal and vertical geometry throughout the corridor and required additional coordination with roadway and structures and additional coordination with BNSF through variance requests.
  - Redesign of track embankment and associated coordination with structures and drainage for the change to drainage concept along the north edge of track initiated by BNSF after 30% submittal.
  - Addition of track switches east of Ponderosa Parkway which were originally incorporated into the adjacent Lone Tree Overpass project but were shifted into the Downtown Mile project in coordination with BNSF.
- Additional work by subconsultants:
  - Peak Engineering – Additional unanticipated work required to reconstruct legal crossings at Beaver Street and San Francisco Street with BNSF. Original reconstruction limits could not be determined until survey and evaluation was completed.
  - UES – Additional work to provide a Class III cultural evaluation as requested by FRA as part of the environmental clearance. Scope was not included in the original contract.
  - Wheat Design Group – Additional presentations and coordination with BPAC not originally scoped to coordinate aesthetics on the project. Work includes general coordination, a Focus Group meeting, and a post Public Meeting Focus Group.
  - GSI – Fee is being removed from GSI's contract for remaining funds after all work has been completed.

It is anticipated that this project will become a Construction Manager at Risk (CMAR) project between Concept Design and 90% Design. It is assumed under this scope that redesign and value engineering efforts will not require significant changes to design established at 60%. Significant changes in design may require a subsequent contract modification to complete the work.

## PROJECT SCHEDULE

Additional time based on current progress and additional scope is required based on the revised schedule attached to this proposal. An extension of the contract to December 31, 2025, is requested. A revised design schedule is attached.

### TASK 1.0 – PROJECT MANAGEMENT AND COORDINATION

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

#### SUBTASKS:

TASK 1.1: Project Management work will include project set up, monthly invoicing, and project tracking. Additional work under this task includes an additional 7 months of time for the schedule extension.

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

TASK 1.2B: Monthly progress meetings will be scheduled with City staff and invited stakeholders to discuss project elements and design decisions (Virtual: PM, DPM, Roadway, Drainage, Structures, Traffic, Rail, Environmental). These meetings will include all key task leaders and will be held virtually to allow attendance by stakeholders and remote task leads. It is assumed there will be three additional meetings with the schedule extension.

TASK 1.2C (Stakeholder Meetings): Additional stakeholder meetings were required with FRA, BNSF, and Mountain Line to facilitate design coordination during the life of the project through 60% with additional meetings anticipated in addition to meetings scoped during the original contract and contract modification 2. A total of 23 meetings have been scoped to date. WSP has participated in approximately 40 meetings to date and anticipate additional meetings with FRA for environmental coordination and other stakeholders for design coordination (BNSF, USACE, and ADOT). Requested time under this contract is for an additional 10 meetings with FRA and 10 design meetings with associated stakeholders to be attended by the Project Manager and one additional engineer for an additional 20 meetings through the life of the project. Meeting agendas and minutes will be prepared by WSP when appropriate to the meeting and may not be provided for every meeting.

TASK 1.3 (Coordination): Supplemental survey was added to the project under Contract Modification #1. Additional coordination was required by WSP to coordinate with Northland that was not captured under Contract Modification #1 or #2. This task captures that additional coordination as well as additional work to extend the BNSF Right of Entry Agreement for additional survey work with BNSF right-of-way.

#### ASSUMPTIONS:

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

## DELIVERABLES:

Meeting Agenda and Minutes (Electronic PDF) when WSP is the organizer and agenda and minutes are determined to be appropriate by the City or WSP.

## TASK 2.0 – ROADWAY

The work under this task includes additional work related to roadway design associated with Milton Road, the intersection at Milton Road and Santa Fe, and the FUTS trail between Route 66 and the Downtown Connection Center (DCC) under the BNSF railway.

## SUBTASKS:

TASK 2.3 (60% Submittal): Additional roadway work was required to complete the 60% design submittal that was not originally scoped. Scope included in this task is:

- FUTS path profile between Milton Road / Route 66 and DCC – WSP developed a vertical profile for the FUTS pathway between Route 66 and the DCC. The original scope assumed that this profile would be provided by the USACE Rio de Flag team or Mountain Line but the design had not yet progressed to be incorporated into this project. WSP developed a profile compatible with this project and coordinated with the USACE and DCC design teams to incorporate a proposed profile with adjacent projects.
- Milton Road / Route 66 Profile and Roadway Model – BNSF requested changes from the Feasibility Report to the track layout and profile after 30%, changing from the Left-Hand Turnout (LHTO) to a Right-Hand Turnout (RHTO). The structure type also changed at Milton Road. Both changes required a re-evaluation of the roadway profile after 30% and updates to the roadway model, earthwork, and retaining walls. Vertical Clearance had to be coordinated between roadway, rail, and structures as part of this redesign.
- Pump site driveway and site work – After 30%, an ADOT site walkthrough was conducted and ADOT identified items requested to be included with the 60% submittal requiring additional details not included in the original scope. These included the addition of turning movement exhibits for identified equipment trucks, addition of a turning lane into the site to facilitate entry and exit, and updates to details to include identified impacts to the existing Rio de Flag bridge owned and operated by ADOT.

TASK 2.3 (90% Submittal): Additional roadway work is required to complete the 90% design submittal that was not originally scoped. Scope included in this task is:

- PCCP Jointing Assessment and Design Sheets – ADOT will require a Jointing Plan as part of the 90% Submittal for the PCCP Pavement along Route 66 / Milton Road. PCCP was also extended through the Santa Fe intersection to simplify reconstruction and minimize pavement reconstruction phasing. Coordination of jointing plans will be required to coordinate the roadways and intersection. An analysis of PCCP joints and development of jointing plans and details is included under this task.
- Pump site driveway and site work – Additional work will be required to detail the turning lane into the site of the pump house to facilitate entry and exit, and updates to details to include identified impacts to the existing Rio de Flag bridge owned and operated by ADOT.
- The City has requested a change to the design vehicle (WB-50) at the intersection of Santa Fe and Milton Road / Route 66. The Feasibility Report and 30% Submittal (Design Criteria Report) had established a design vehicle

(WB-40) based on anticipated usage. The intersection design for this criterion was carried through to the 60% design submittal. During a review meeting, the City requested the intersection be revised for a WB-50, requiring changes to the intersection.

TASK 2.6 (Humphreys Concept): The City requested concepts and exhibits showing the ultimate Milton Road buildout with impact extensions through the Humphrey's Intersection as the ADOT Corridor Plan does not directly address how this ultimate buildout could be accomplished with a 6-lane section. WSP prepared two concepts and provided the City with concept exhibits for future use between Phoenix Avenue and Humphrey's.

## TASK 3.0 - DRAINAGE

The work under this task includes additional work related to drainage design associated with the BNSF drainage redesign initiated by comments received by BNSF after the 30% submittal, including the development of a White Paper to identify drainage concepts, as well as incorporation of additional scope to incorporate elements of drainage design associated with the City of Flagstaff Downtown Laterals Project. BNSF initiated comments required design reevaluation of agreed upon type selections identified in the Feasibility Report that were the basis of the scope of work buildup in the original contract.

TASK 3.4 (60%): BNSF requested development of a drainage White Paper to explain the drainage existing and proposed conditions for drainage along the north side of the BNSF track sections and subsequently requested a full redesign of the drainage concept from what was shown in the original Feasibility Report which was the basis of the 30% design and scope development of the original contract.

TASK 3.10 (Downtown Laterals Scope): The City has an adjacent project, Downtown Laterals, which passes through this project. In coordination with this project, the City and WSP identified a benefit to incorporate elements of this project into this project, including the connection between the USACE Rio de Flag project and the storm drain extending to approximately Santa Fe Avenue and Park Street. Incorporation of these elements added additional hydrology, hydraulics, culvert design, and storm drain design to this project, as well as coordination with the Downtown Laterals design team. This task will incorporate this design into project documents from this point forward. Submittals will include an over-the-shoulder (OTS) for an in progress 60% submittal and then progressed to the 90% and PS&E Submittals previously identified in the scope of work. The Santa Fe design will be incorporated in the current drainage report progression.

Continued coordination with the Downtown Laterals Design Team is required to coordinate location and designs for Santa Fe Ave. WSP anticipates 3 or 4 biweekly meeting until the Santa Fe design is progressed to the 60% OTS review with City. Coordination post 60% OTS is anticipated to be monthly and As-Needed through the DTM project completion.

Structural details will include junction structures between the catch basins and culverts and a special design for the catch basins. Structures will be designed for HL-3 Truck Loading using AASHTO and supplemented by USACE Structures Manuals for the connection to the USACE Rio de Flag box culvert.

## TASK 5.0 - STRUCTURES

The work under this task includes additional work related to structural design associated with the BNSF Milton Road Underpass and the BNSF Rio de Flag (RDF) FUTS Underpass initiated by comments received by BNSF after the 30%

submittal. BNSF initiated comments required design reevaluation of agreed upon type selections identified in the Feasibility Report that were the basis of the scope of work buildup in the original contract.

TASK 5.2A Milton UP Crossing (60%): BNSF requested that Milton Road be evaluated for a single structure instead of independent track structures as shown in the 30% concept submittal, requiring a full redesign of the superstructure as submitted with the 30% submittal. Additionally, BNSF required a change in structure type from concrete box beams due to skew limitations that were not allowed. The skew variance was identified in the Feasibility Report and were the basis of the original scope development.

TASK 5.2B RDF FUTS UP Crossing (60%): BNSF requested that RDF FUTS UP be evaluated for a single structure instead of independent track structures as shown in the 30% concept submittal, requiring a full redesign of the superstructure as submitted with the 30% submittal. After re-evaluation, it was shown this concept was not viable and independent track structures were allowed by BNSF.

## TASK 9.0 – RAIL

The work under this task includes additional work related to rail design associated with the BNSF initiated change from a LHTO to a RHTO through comments received by BNSF after the 30% submittal. BNSF initiated comments required redesign of the track horizontal and vertical profiles identified in the Feasibility Report that were the basis of the scope of work buildup in the original contract. BNSF also required a change in the drainage concept which impacted the rail embankment design on the north side and required additional coordination with structures and drainage.

TASK 9.3 (60%): Work includes redesign of the track horizontal layout and the associated vertical profiles throughout the corridor. Also included is the redesign of the track embankment and ditches and associated coordination with structures and drainage for the change to drainage concept along the north edge of track initiated by BNSF after 30% submittal.

TASK 9.6 (Amtrak Station South): This scope of work has been removed from the project.

TASK 9.7 (Amtrak Station North): This work has been removed from scope pending resolution of direction by Amtrak, BNSF, and City of Flagstaff. Work will be captured in a future contract modification.

TASK 9.8 (Ponderosa Switches): This work has been removed from scope pending resolution of direction by BNSF and City of Flagstaff. Work will be captured in a future contract modification.

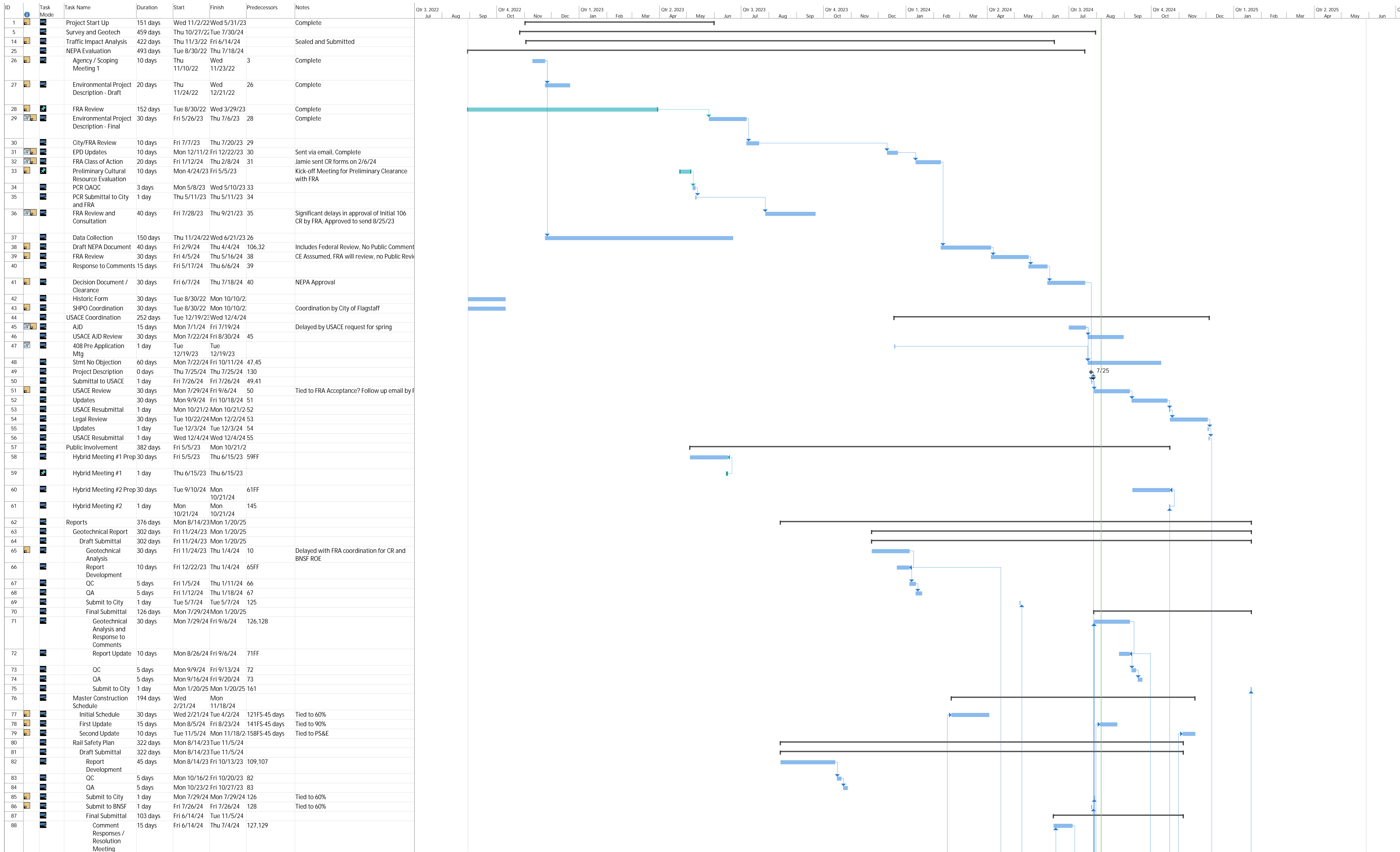
## EXCLUSIONS

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

1. No additional environmental work is included in this scope. Any additional environmental work caused by changes to scope will require a contract modification that will be submitted to the City for review and approval.

## DIRECT EXPENSES

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



Project: Proposed Schedule Date: Tue 8/6/24

Task Split

Milestone Summary

Project Summary Inactive Task

Inactive Milestone Inactive Summary

Manual Task Duration-only

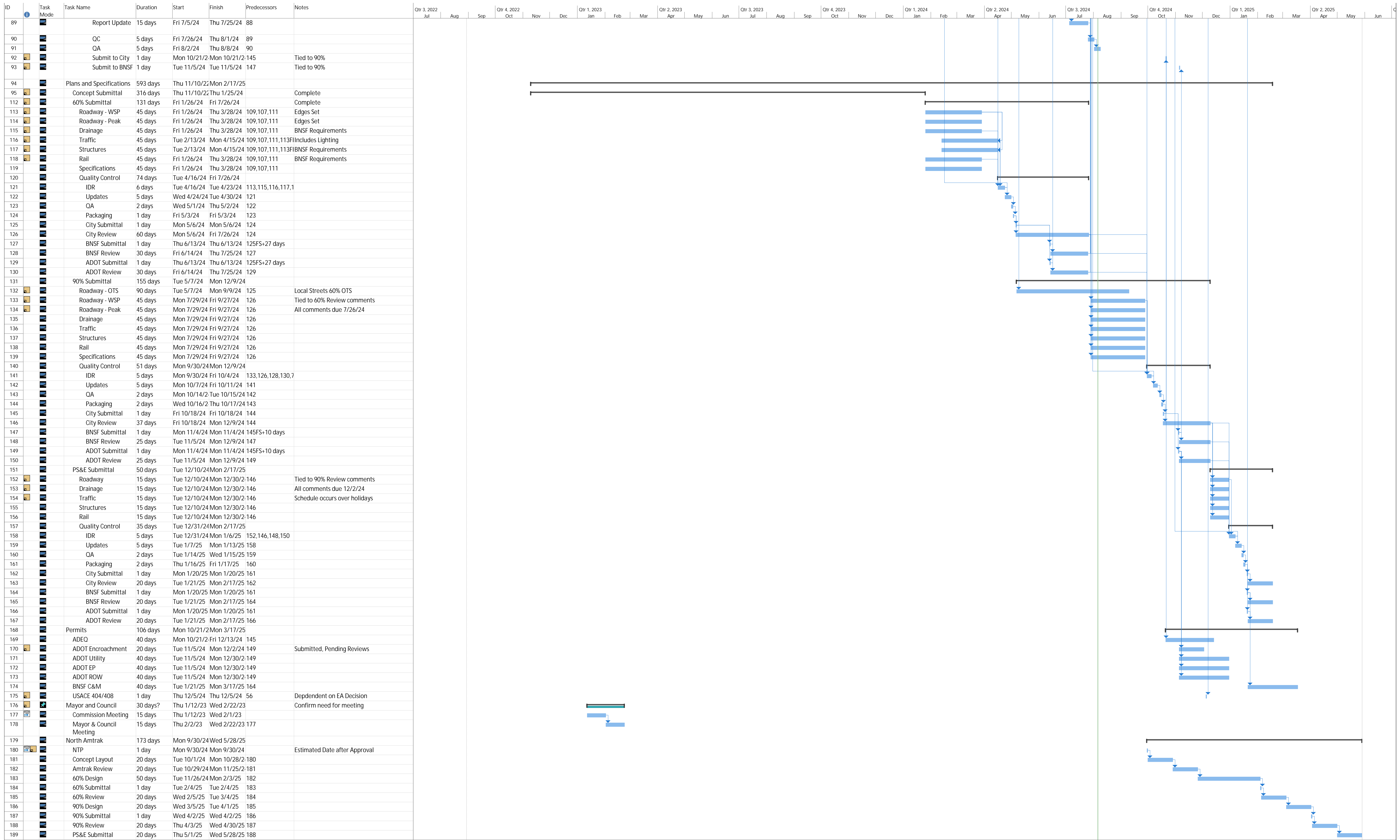
Manual Summary Rollup Manual Summary

Start-only Finish-only

External Tasks External Milestone

Deadline Progress

Manual Progress



Project: Proposed Schedule  
Date: Tue 8/6/24

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



Contract No.: 2022-108

COF Downtown Mile Project

New Contract:

Contract Mod: X No. 4

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Manhours	% of Total Hours	Billable Hourly Rate	Estimated Labor Costs
Project Principal	0	0.0%	\$285.00	\$0.00
Project Manager	55	4.2%	\$250.00	\$13,750.00
Resident Engineer	0	0.0%	\$230.00	\$0.00
Project Engineer-Sr	168	12.9%	\$255.00	\$42,840.00
Project Engineer	140	10.8%	\$180.00	\$25,200.00
Engineer	56	4.3%	\$125.00	\$7,000.00
Designer - Sr.	0	0.0%	\$145.00	\$0.00
Designer	432	33.2%	\$95.00	\$41,040.00
Geologist-Sr.	0	0.0%	\$280.00	\$0.00
CADD Technician	432	33.2%	\$105.00	\$45,360.00
Environmental	3	0.2%	\$180.00	\$540.00
Administrative	0	0.0%	\$95.00	\$0.00
Project Administrator	14	1.1%	\$145.00	\$2,030.00
Transportation Planner	0	0.0%	\$105.00	\$0.00
Transportation Planner - Sr.	0	0.0%	\$205.00	\$0.00
GIS Analysis/Technician	0	0.0%	\$175.00	\$0.00
Graphic Designer - Sr.	0	0.0%	\$130.00	\$0.00
Graphic Designer	0	0.0%	\$90.00	\$0.00
PI Specialist	0	0.0%	\$145.00	\$0.00
<b>TOTAL Hours</b>	<b>1,300</b>			

Sub-Total Labor Expense: \$177,760.00

ESTIMATED DIRECT EXPENSES

Outside Reproduction	\$0.00
Courier/Postage	\$0.00
Mileage	\$0.00
Travel	\$0.00
Miscellaneous Expenses	\$3,350.00

Sub-Total Direct Expenses: \$3,350.00

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Subconsultant	Method of Compensation	DBE	Fee
GSI	Unit Rate	No	-\$40,168.00
Quail	Unit Rate	No	\$0.00
Wood	Unit Rate	No	\$0.00
Peak	Unit Rate	No	\$148,300.00
WDG	Unit Rate	Yes	\$10,864.00
TranSystems	Unit Rate	No	\$0.00
Northland	Unit Rate	No	\$0.00
UES	Unit Rate	No	\$6,500.00

Sub-Total Outside Services Expense: \$125,496.00

ESTIMATED TOTAL

TOTAL ESTIMATED COST: \$306,606.00

CONTRACT TIME: 365 CALENDAR DAYS

CONTINGENCY (0%) \$0.00

Signature

8/14/2024

Date





COF Downtown Mile Project  
Contract No. 2022-108

1.0 Project Management																					
TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer - Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist - Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist	
1.1 Project Management (7 Month Extension)	28		7			7								14							
1.2 Project Meetings	0																				
1.2B Monthly Progress Meetings (3 Total, 1 hours, Virtual)	26		2		14	7						3									
1.2C Stakeholder Meetings (10 monthly meetings with FRA and 10 additional design meetings with stakeholders)	40		20		10	10															
1.3 Project Coordination (Supplemental Survey)	16		4		4	8															
	0																				
	0																				
	0																				
	0																				
	0																				
SUBTOTAL 1.0 Project Management	110	0	33	0	28	32	0	0	0	0	0	3	0	14	0	0	0	0	0	0	0
Task Cost: \$ 23,720.00																					



COF Downtown Mile Project  
Contract No. 2022-108

2.0 Roadway																				
TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer - Sr	Project Engineer	Engineer	Designer - Sr	Designer	Geologist - Sr	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr	GIS Analysis/Technician	Graphic Designer - Sr	Graphic Designer	PI Specialist
2.3 60% Submittal - Plans & Estimate	72		4		12	32					24									
2.4 90% Submittal - Plans & Estimate	116				12	32			24		48									
2.5 PS&E Submittal - Plans & Estimate (No Change)	0																			
2.6 Ultimate Concept Exhibits	14		2			12														
<b>SUBTOTAL 2.0 Roadway</b>	<b>202</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>24</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Task Cost: \$ 31,140.00																				



**JASON DO NOT REMOVE COLOR CODING - NEED TO CHAT WITH ERIC**  
 COF Downtown Mile Project  
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3.0 Drainage	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer - Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist - Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
TASK DESCRIPTION	232				24		48		80		80									
TASK 3.4 60% Drainage	0																			
Task 3.5 60% Stormwater Pump System	0																			
Task 3.6 90% Drainage	0																			
Task 3.7 90% Stormwater Pump System	0																			
Task 3.8 Final PS&E Drainage	0																			
Task 3.9 Final PS&E Stormwater Pump	0																			
Task 3.10 Santa Fe Laterals	504		16		64		88		208		128									
SUBTOTAL 3.0 Drainage	736	0	16	0	88	0	136	0	288	0	208	0	0	0	0	0	0	0	0	0
																			Task Cost: \$ 92,640.00	



COF Downtown Mile Project  
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5.0 Structures																					
TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer - Sr	Project Engineer	Engineer	Designer - Sr	Designer	Geologist-Sr	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr	GIS Analysis/Technician	Graphic Designer - Sr	Graphic Designer	PI Specialist	
5.2 60% Submittal	0																				
5.2A Milton Rd Crossing	204				12	48			80		64										
5.2B RDF FUTS Crossing	88					24			40		24										
5.3 90% Submittal	0																				
5.3B RDF FUTS Crossing	0																				
5.3D Retaining Walls	0																				
5.4 PS&E Submittal	0																				
5.4B RDF FUTS Crossing	0																				
5.4D Retaining Walls	0																				
	0																				
<b>SUBTOTAL 5.0 Structures</b>	<b>292</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Task Cost: \$ 36,660.00



COF Downtown Mile Project  
Contract No. 2022-108

9.0 Rail																				
TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer - Sr	Project Engineer	Engineer	Designer - Sr	Designer	Geologist-Sr	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr	GIS Analysis/Technician	Graphic Designer - Sr	Graphic Designer	PI Specialist
Task 9.3 - 60% Design Submittal	280				16	120	80				64									
Task 9.6 - Amtrak Station - Southern Platform (Remove from Scope)	-320					-160	-160													
Task 9.7 - Amtrak Station - Northern Platform	0																			
Task 9.7.1 - Amtrak Coordination & Site Visit	0																			
Task 9.7.2 Site Civil	0																			
Task 9.7.3 Structural	0																			
Task 9.7.4 Architectural	0																			
Task 9.7.5 Electrical	0																			
Task 9.7.6 Miscellaneous Details	0																			
Task 9.7.7 Construction Cost Estimate	0																			
Task 9.8 - Ponderosa Switches	0																			
<b>SUBTOTAL 9.0 Rail</b>	<b>-40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>-40</b>	<b>-80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
																			Task Cost: \$ (6,400.00)	



COF Downtown Mile Project  
Contract No. 2022-108

DIRECT EXPENSES						
ITEM	No.	Unit Cost	Cost			
<b>Outside Reproduction</b>						
11"x17" Copies (Color)		\$ 1.25	\$ -			
11"x17" Copies (B&W)		\$ 0.50	\$ -			
8 1/2" x 11" Copies (Color)		\$ 0.75	\$ -			
8 1/2" x 11" Copies B&W)		\$ 0.25	\$ -			
5" x 10" card stock mailer (color, 50% bleed)		\$ 0.50	\$ -			
			SUB-TOTAL:	\$	-	
<b>Courier/Postage/Overnight Mail</b>						
Courier		\$ 7.95	\$ -			
Postage		\$ 0.50	\$ -			
Overnight Mail		\$ 5.00	\$ -			
			SUB-TOTAL:	\$	-	
<b>Mileage</b>						
Site Recon/Boring Locate	@ 300 miles roundtrip	0	\$ 0.560	\$ -		
Field Work mob/demob	@ 300 miles roundtrip	0	\$ 0.560	\$ -		
Field Work daily travel	@ 20 miles	0	\$ 0.560	\$ -		
Meetings	@ 300 miles roundrip	0	\$ 0.560	\$ -		
Field Visits	@ 300 miles roundtrip	0	\$ 0.560	\$ -		
			SUB-TOTAL:	\$	-	
<b>Travel*</b>						
Meals	@ 3 trips @ \$ 74.00	0	\$ 74.00	\$ -		
Lodging	@ 2 trips @ \$ 141.00	0	\$ 141.00	\$ -		
Rental Car	@ 3 days @ \$ 100.00	0	\$ 100.00	\$ -		
Airfare	@ 1 days @ \$1000/day	0	\$ 1,000.00	\$ -		
	@ @	0	\$ -	\$ -		
*Covers only travel 15 miles or more beyond the City Limits or by Firms from other than Flagstaff			SUB-TOTAL:	\$	-	
<b>Miscellaneous Expenses</b>						
BNSF Right of Entry Extension			\$	3,350.00		
			SUB-TOTAL:	\$	3,350.00	

TOTAL DIRECT EXPENSES

TOTAL: \$ 3,350.00
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## ADDITIONAL SERVICES REQUEST #2

Date: June 27, 2024

Project: **Downtown Mile**

WSP Project No: 30902258

Peak Project No: 22WSP01

Prepared For: *WSP (Client: City of Flagstaff)*

Prepared By: J.Leid

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### PROJECT DESCRIPTION

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

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

Please refer to the scope of services, dated August 30, 2022 for Peak Engineering’s tasks, assumptions and exclusions.

### ADDITIONAL SERVICES

**This change order request is for additional design on Santa Fe Avenue and Sitgreaves Street and for the extended match-up design on San Francisco Street.** This scope is reflected in the most recent concept submittal to the City of Flagstaff. A previous additional services request (CO#1) included the Florence-Walnut pedestrian underpass and some match-up on San Francisco Street. The match-up on San Francisco Street expanded further as design developed.

The drainage design for Santa Fe developed to include a box culvert and interception of off-site flows that would typically reach the Milton underpass. This design addition instigated a change to the horizontal and vertical geometry of Santa Fe Avenue. It also impacts the geometry of Sitgreaves Street and warranted additional study and coordination. The match-up on Santa Fe Avenue extends nearly to Park Street. In addition to roadway design changes, there is additional design effort for coordination of parking, driveways, pedestrian and bicycle infrastructure. Lastly, design includes grading and drainage of the “pork-chop” area (the landscaped area between Milton and Santa Fe).

The scope of match-up design on San Francisco Street in the original scope of services assumed a transition slab and transition to existing conditions with minimal impact to the City Street. The current concept design calls for concrete aprons at the crossing which extend beyond the current aprons and at a much flatter slope. This change extends match-up on San Francisco Street to the curb returns on

Route 66, impacting the Visitor's Center driveway and the park. To the south, match-up will impact driveways to a commercial center (east side) and restaurant (west side). This change also impacts the catch basins and stormdrain system to require extension, including additional analysis, documentation and coordination. It is assumed that we will match the existing stormdrain infrastructure capacity. The intent is to maintain, not replace, the stormdrain under the BNSF tracks on San Francisco. This scope includes an allowance for Adams Trenching to clean out that section of pipe, confirm size and material and its condition.

The additional design efforts described above will be incorporated into the deliverables for the Design Development (60%), Final 1 Plans (90%) and Final 2 Plans (100%).

### CHANGE ORDER REQUEST SUMMARY

	Description	Contract Amount	CO#1	This CO#2 Request
TASK 1:	Administration & Coordination Meetings	\$17,620		
TASK 2:	Utility Coordination	\$13,460		
TASK 3:	Concept Local Roadway Design (Santa Fe/Sitgreaves Realignment, Beaver & San Francisco match-ups)	\$30,100		
TASK 4:	Design Development (~60% Design)	\$39,580	\$1,720 for FLO-NUT \$6,540 for Beaver St	\$10,700 for San Fran. \$36,170 for Santa Fe/Sit.
TASK 5:	Final 1 Plans (90%)	\$40,520	\$4,840 for FLO-NUT \$5,020 for Beaver St	\$25,270 for San Fran. \$30,520 for Santa Fe/Sit.
TASK 6:	Final 2 Plans (100%)	\$10,620	\$2,600 for FLO-NUT \$3,800 for Beaver St	\$16,110 for San Fran. \$24,530 for Santa Fe/Sit.
	<b>SUBTOTAL</b>	<b>\$151,900</b>	<b>\$24,520</b>	<b>\$143,300</b>
TASK 7:	Water and Sewer Realignment Design & ADEQ Submittal (ALLOWANCE, if required)  Water - \$17,130 Sewer - \$17,130	\$34,260		
	Adams Trenching - stormdrain eval. at San Francisco St (ALLOWANCE)			<b>\$5,000</b>
	<b>TOTAL</b>	<b>\$186,160</b>	<b>\$24,520</b>	<b>\$148,300</b>
	<b>TOTAL Amount including CO#1 &amp; CO#2 Request</b>		<b>\$358,980</b>	

Please refer to the cost detail summary, attached, for a breakdown of hours and hourly rates in support of the proposed change order.

END

Client Name: WSP  
 Project Name: City of Flagstaff DOWNTOWN MILE  
 Project Number: 22WSP01

Client Information  
 Name: JASON CARLAFTES, P.E.  
 Address:

**Project Budget Summary**

Task Description	Principal Engineer		Project Manager		Project Engineer		Designer		Engineering Intern		Technical Drafter		Clerical		Total Hours	Labor Cost per Task
	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
1 Admin & Coordination Meetings	-	\$ -	79.00	\$ 14,220	20.00	\$ 3,400	-	\$ -	-	\$ -	-	\$ -	-	\$ -	99.00	\$ 17,620
2 Utility Coordination	-	\$ -	24.00	\$ 4,320	40.00	\$ 6,800	18.00	\$ 2,340	-	\$ -	-	\$ -	-	\$ -	82.00	\$ 13,460
3 Concept Local Roadway Design	-	\$ -	35.00	\$ 6,300	88.00	\$ 14,960	60.00	\$ 7,800	-	\$ -	-	\$ -	13.00	\$ 1,040	196.00	\$ 30,100
4 60% Design	-	\$ -	44.00	\$ 7,920	122.00	\$ 20,740	84.00	\$ 10,920	-	\$ -	-	\$ -	-	\$ -	250.00	\$ 39,580
5 Final 1 (90%) Design	-	\$ -	49.00	\$ 8,820	110.00	\$ 18,700	100.00	\$ 13,000	-	\$ -	-	\$ -	-	\$ -	259.00	\$ 40,520
6 Final 2 (100%) Design	-	\$ -	12.00	\$ 2,160	36.00	\$ 6,120	18.00	\$ 2,340	-	\$ -	-	\$ -	-	\$ -	66.00	\$ 10,620
7 ADEQ Submittal for Water & Sewer ALLOWANCE	-	\$ -	44.00	\$ 7,920	93.00	\$ 15,810	81.00	\$ 10,530	-	\$ -	-	\$ -	-	\$ -	218.00	\$ 34,260
8 FLO-NUT Design	-	\$ -	6.00	\$ 1,080	20.00	\$ 3,400	36.00	\$ 4,680	-	\$ -	-	\$ -	-	\$ -	62.00	\$ 9,160
9 ADDITIONAL Beaver St Matchup	-	\$ -	14.00	\$ 2,520	48.00	\$ 8,160	36.00	\$ 4,680	-	\$ -	-	\$ -	-	\$ -	98.00	\$ 15,360
10 CO#2 - Additional San Francisco St Matchup	-	\$ -	74.00	\$ 13,320	111.00	\$ 18,870	153.00	\$ 19,890	-	\$ -	-	\$ -	-	\$ -	338.00	\$ 52,080
11 CO#2 - Additional Santa Fe/Sitgreaves Design	-	\$ -	90.00	\$ 16,200	179.00	\$ 30,430	343.00	\$ 44,590	-	\$ -	-	\$ -	-	\$ -	612.00	\$ 91,220
<b>LABOR TOTAL:</b>	<b>0</b>	<b>0</b>	<b>471</b>	<b>84,780</b>	<b>867</b>	<b>147,390</b>	<b>929</b>	<b>120,770</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>1,040</b>	<b>2,280</b>	<b>353,980</b>

**Reimbursable Project Expenses**

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

**Sub-Consultants**

Survey	\$ -
Landscape Architect	\$ -
Architect	\$ -
Geotechnical	\$ -
Other (STORMDRAIN INVESTIGATION)	\$ 5,000
<b>SUB-CONSULTANT TOTAL:</b>	<b>\$ 5,000</b>

**PROJECT TOTAL:**  
**\$ 358,980**

June 22, 2024

Please see our proposed scope and cost for the Class III archaeological survey and associated cultural resource support services for your ongoing Burlington Northern-Santa Fe (BNSF) Railway Downtown Mile Safety and Connectivity Improvement Project in Flagstaff, Coconino County, Arizona. Our team is very well-acquainted with the project, the proponents, and the to-date processes. As authors of two previous project related cultural resources technical documents (Class I Geotech Report and Geotech Monitoring Report), we are uniquely suited to complete the technical study proposed herein in the most efficient and timeliest method possible.

Our team offers an outstanding combination of sound archaeological experience and responsiveness. UES' proposed Principal Investigator (PI), Ted Roberts, M.A., RPA is the former President of the Arizona Archaeological Council (AAC), holds a graduate degree in anthropology from Northern Arizona University, and has been supervising archaeological projects in Arizona for nearly 20 years. Ted holds a current BLM Permit for Archaeological Investigations (PAI #AZ-000793) valid statewide on BLM-administered land and an Arizona Antiquities Act Blanket Permit (2024-061bl) and is a resident of Flagstaff.

UES proposed archaeologist, Dr. John Gorczyk, RPA also holds a current BLM permit (#AZ-000793) and will assist in the tasks proposed herein. We know the landscape and archaeology exceptionally well. Our strengths include our thorough understanding and appreciation of the archaeological and regulatory environments of northern Arizona, our seasoned and dynamic project team, our expertise with regional prehistoric and historical archaeology, our deep bench of support staff, and our technical approach. The purpose of the survey is to locate, identify, and determine the nature and extent of any archaeological resources, historic structures, and potential districts within the project's area of potential effects (APE) and assess their potential for listing in the National Register of Historic Places (NRHP).

All cultural resources services proposed herein will be consistent with the Arizona State Museum (ASM) Archaeological Site Recording Manual, and the Arizona State Historic Preservation Office (SHPO) Standards for Inventory Documents.

## **2.0 Scope of Services of Services**

### **Task 1: Class I Background Literature Review**

Before conducting the fieldwork, UES will first conduct a Class I cultural resources assessment to determine whether other cultural resources investigations have been conducted within or adjacent to the current project areas and whether any archaeological sites or historic-period buildings or structures have been recorded in the vicinity of the project areas. This effort will include an online pre-field desktop review of available literature and files on AZSite, and State/National Register listed properties to identify all previously conducted surveys, known historic or prehistoric archaeological sites, and other cultural resources, and National Register of Historic Places-listed historic properties located in or near the project area and to inform the interpretation of newly identified resources. UES archaeologists will also consult the General Land Office (GLO) records, historic aerial photographs and topographic maps, and any relevant

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regional historical organizations for additional contextual information.

A previous Class I records search and literature review was conducted for this project, it pertained only to the geotechnical component of the overall undertaking. The current Class I will aim to capture the entire area of potential effects (APE).

The Work Plan will follow the guidelines outlined in the ASM Guidelines and will provide an approach for evaluating and addressing each site's NRHP eligibility. Each site will be recommended eligible or not eligible based on established guidelines. Newly identified sites will be evaluated against the criteria for listing on the NRHP. In order to be NRHP-eligible, a site must have integrity and meet one or more of the following criteria: **Criterion A:** Association of a property with a historically important event or set of events. **Criterion B:** Association of a property with a historically important person or persons. **Criterion C:** Possession of characteristic, distinctive, unique, or artistically outstanding qualities of a particular type, period, or method of construction; or representative or typical of a particular type, period, or method of construction. **Criterion D:** Possession of, or the potential to yield, important information on the prehistory or history of a region or culture.

The ASM Site Recording Manual defines an archaeological site:

- Physical remains of past human activity are at least 50 years old.
- 30+ artifacts of a single class (e.g., 30 sherds, 30 lithics, 30 tin cans) within an area 15 meters (50 feet) in diameter, except when all pieces appear to originate from a single source (i.e., once ceramic pot, one core, one glass bottle).
- 20+ artifacts which include at least 2 classes of artifact types (i.e., sherds, groundstone, nails, glass) within an area 15 meters (50 feet) in diameter.
- One or more archaeological features in temporal association with any number of artifacts.
- Two or more temporally associated archaeological features without artifacts.
- Isolated features are defined as a feature that does not have any other features within a 100-meter (325 feet) diameter (e.g., isolated rock piles, mine shafts, prospecting pits, or unidentified depressions without artifact associations).

\*These criteria may be modified, where appropriate, based on a professional cultural resource specialist's judgment.

## Task 2: Class III Archaeological Inventory: Pedestrian Survey

UES will conduct a Class III intensive pedestrian survey on the entire APE. The pedestrian survey will be conducted on a transect interval of no more than 15 meters. The survey will identify and record newly discovered cultural resources and isolates, identify and re-record previously discovered cultural resources and isolates, and provide NRHP eligibility recommendations for each site.

When a site is located, it will be mapped using sub-meter GPS, fully recorded, the boundaries flagged, and a physical datum placed. A NRHP eligibility recommendation will be completed for each site. Detailed recording of each site will be accomplished using digital data collection to ensure quality and consistency of data. Digital data collection will expedite submittal of project deliverables and aid in streamlining reporting.

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A UES cultural resources specialist will survey the Project area for the presence of:

- Prehistoric lithic artifacts (e.g., flaked stone tools and tool-making debris, groundstone, etc),
- Historic artifacts (e.g., metal, glass, ceramics),
- Sediment discoloration (e.g., midden, hearth features),
- Depressions and other features indicative of the former presence of structures or buildings (e.g., post holes, foundations),
- Prehistoric ruins, historic buildings, structures, and/or objects.

This cost estimate assumes two cultural resource specialists from UES will complete the survey within a single 8-hour day. This cost estimate assumes no newly discovered archaeological sites and a moderate number of historic properties and structures will be photographed and documented during this survey.

#### **Task 4: Meetings, Consultation, and Coordination**

UES will attend all scheduled cultural resource meetings and provide guidance and feedback throughout the course of project. This task will include the production of consultation letters and any associated memos. This task will include regular communication to ensure all cultural resources issues are addressed responsively.

#### **Task 3: Reporting (Site Forms, GIS, Digital Data)**

ASM Site Cards will be completed in full, undergo thorough internal QA/QC review, and be submitted for approval. When the fieldwork has been completed, all recorded data will be post-processed using ArcGIS and the results of the investigation will be prepared for submittal to the client.

The report will follow established reporting guidelines and will satisfy the requirements of Section 106 of the NHPA for SHPO consultation. Within the report, site eligibility recommendations and project effects recommendations will be made for all cultural resources found during the Class I and Class III survey efforts. Comments on the draft report from will be addressed and all documentation finalized. Deliverables will be electronic.

UES will provide a draft report for review within two weeks of completion of the survey. This cost estimate assumes that only one (1) round of consolidated report comments from the City of Flagstaff and from the Federal Railroad Administration (FRA) will be received to be incorporated into the final document after draft review. If additional comments are received, a revised scope of work and cost for additional review may be necessary.

If any human remains are discovered during fieldwork all field work will stop, UES will immediately notify the ASM and promptly comply with applicable provisions of the Native American Graves Protection and Repatriation Act (NAGPRA) and the Archaeological Resources Protection Act (ARPA).

**Deliverables:** One (1) Draft and One (1) Final electronic copy of the Archaeology Survey Report

### **3.0 Schedule and Costs**

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Tasks	Cost
Task 1: Class I Background Research	\$2,000
Task 2: Class III Cultural Resources Inventory	\$1,250
Task 4: Meetings, Consultation, and Coordination	\$1,000
Task 4: Reporting (Site Forms, GIS, Digital Data)	\$2,250
Total	\$6,500

Assumptions:

- The most current APE will be provided as a single consolidated shapefile or other spatial data format
- Access to the survey area will not be restricted nor require coordination
- The entire APE will be surveyed and inventoried
- Costs do not include weather delays. If these were to occur, a project modification may be required.
- Costs include one round of deliverables review (from each reviewer: WSP, COF, and FRA)

This proposal is valid for three (3) months. If the client does not accept this proposal or UES does not initiate services within that time, we must be given an opportunity to review the proposed scope of work and fee to determine whether modifications need to be made and/or a new proposal needs to be drafted and submitted for your review. We appreciate the opportunity to submit this proposal and are available to discuss the details with you.

Respectfully,



Ted Roberts, M.A., RPA  
Director of Cultural Resources

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## GENERAL CONDITIONS

### SECTION 1: RESPONSIBILITIES

**1.1** CONSTRUCTION TESTING & ENGINEERING, INC. (d/b/a "UES") is responsible for providing the services described under the Scope of Services.

**1.2** The Client is responsible for providing UES with a clear understanding of the project's nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

### SECTION 2: STANDARD OF CARE

**2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made by UES hereunder.

**2.2** Execution and delivery of this Agreement by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

### SECTION 3: SITE ACCESS AND SITE CONDITIONS

**3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services.

**3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

### SECTION 4: BILLING AND PAYMENT

**4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

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**4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

**4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

#### **SECTION 5: OWNERSHIP AND USE OF DOCUMENTS**

**5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service.

**5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

**5.3** UES will retain all pertinent records relating to the services performed for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the scope of services following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner.

**5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

#### **SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

**6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

**6.2** Under this agreement, the term hazardous materials includes hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material.

**6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

**6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

**6.5** Notwithstanding any other provision of this Agreement to the contrary, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

#### **SECTION 7: RISK ALLOCATION**

**7.1** Subject to the balance of this Section 7.1, Client agrees that UES's liabilities, losses, damages, fees, costs, and expenses (including attorneys' fees) (collectively, "**Liability**") arising from any claim on account of

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any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater (the "**Liability Cap**"). If Client prefers to have a higher Liability Cap, UES agrees to increase the Liability Cap to \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$1,000.00, whichever is greater. If Client prefers a \$2,000,000.00 Liability Cap, UES agrees to increase the Liability Cap to \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal, provided that Client agrees to pay an additional consideration of one percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher Liability Cap is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

**7.2** Client shall not be liable to UES, and UES shall not be liable to Client for any punitive, incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including intentional torts and negligence), statutory, or any other cause of action.

**7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to Liability.

#### **SECTION 8: INSURANCE**

**8.1** UES represents that it and its agents, staff, and consultants employed or retained by UES, is and are protected by workers' compensation insurance, and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and all Liabilities arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for Liabilities beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless from all Liabilities arising from acts by Client, Client's agents, staff, and others employed by Client.

**8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract.

**8.3** To the extent that damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

#### **SECTION 9: DISPUTE RESOLUTION**

**9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement shall be submitted to mediation before and as a condition precedent to seeking other remedies provided by law.

**9.2** If a dispute arises and that dispute is not resolved by mediation, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable out of pocket fees, costs and expenses incurred by such party, including court costs, attorneys' fees, expert witness fees, and other claim related expenses.

#### **SECTION 10: TERMINATION**

**10.1** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period

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specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by UES in connection with such termination and the winding down of its operations.

**10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by UES in completing such analyses, records, and reports.

### **SECTION 11: REVIEWS, SPECIAL INSPECTIONS, TESTING AND OBSERVATIONS**

**11.1** Plan review and building inspections are performed for the purpose of observing compliance with applicable building codes. Construction materials testing (“CMT”) and Special Inspections are performed to document compliance of certain materials or components with applicable testing standards. UES’s performance of plan reviews, Special inspections, building inspections, or CMT, or UES’s presence on the site of Client’s project while performing any of the foregoing activities, is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

**11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES’s opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES’s site representative, can be construed as modifying any agreement between Client and others. Client acknowledges that UES’s performance of construction monitoring or observation is not a representation or warranty by UES that Client’s project is free of errors in either design or construction.

**11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety.

**11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client’s failure to schedule UES’s services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

**11.5** If the Client desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the Client shall request such services as “Additional Services” in accordance with the terms of this agreement. Should the Client, for any reason, choose not to have UES provide construction or field observation during the implementation of UES’s specifications or recommendations, or should the Client unduly restrict UES’s assignment of observation personnel, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by UES. The Client also shall compensate UES for any time spent or expenses incurred by UES in defense of any such claim. Such compensation shall be based upon UES’s standard fee and rate schedule.

### **SECTION 12: ENVIRONMENTAL ASSESSMENTS**

**12.1** Client acknowledges that an Environmental Site Assessment (“ESA”) is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA

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study may be, findings derived from the study are limited, and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client acknowledges that it still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

### **SECTION 13: SAMPLE DISPOSAL**

13.1 Non-Hazardous Samples — Test samples are substantially altered during testing and disposed of immediately upon completion. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee or returned to the Client.

13.2 Hazardous Samples — If toxic or hazardous substances are involved, UES will return such samples to the Client. Or using a manifest signed by the Client, UES will have such samples transported to a location selected by the Client for final disposal. The Client agrees to pay all costs for storage, transport, and disposal of samples. The Client recognizes and agrees that UES is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

### **SECTION 14: SUBSURFACE EXPLORATIONS**

14.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations but will not be responsible for other parties' interpretations or use of the information developed or provided by UES.

14.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or Liability arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

### **SECTION 15: SOLICITATION OF EMPLOYEES**

15.1 Client agrees not to solicit for hire any of UES's employees with which Client had contact during the term of this Agreement for a one-year period following the expiration date or termination date of this Agreement (the "Post-Term Period") except through UES. If Client hires any such UES employee during the Post-Term Period, Client shall within five business days following written demand therefore from UES, pay UES an amount equal to one-half of the employee's then effective annualized salary, as liquidated damages. Further, Client acknowledges that the liquidated damages, stated above, are reasonable under the circumstances.

### **SECTION 16: ASSIGNS**

16.1 Neither Client nor UES may assign this Agreement or assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.

### **SECTION 17: GOVERNING LAW AND SURVIVAL**

17.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.

**17.2** If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

**SECTION 18: INTEGRATION CLAUSE**

**18.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly set forth herein.

**18.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**SECTION 19: WAIVER OF JURY TRIAL**

**19.1** To the extent permitted by applicable law, Client and UES hereby waive trial by jury in any action arising out of or related to this Agreement.

**CLIENT APPROVAL**

UES offers the Client the Proposal as listed above. Client may accept UES's offer by signing in the space provided below and returning a signed copy to UES. Such notification may be faxed or by emailing the signed general conditions. In the event the Client authorizes work without returning a signed copy, the Client agrees to be bound by the general conditions as stated herein. The proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed proposal is returned to UES.

EXECUTED BY CLIENT'S AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_(signature)

Printed Name:

Title:

Date Accepted:

Client Business Name:

Billing Address:

Telephone:

E-mail:

**ACCOUNTS PAYABLE INFORMATION**

A/P Contact Name:

A/P Contact Telephone:

\*A/P Contact E-Mail:

\* A/P Contact E-Mail must be provided before the UES can proceed with its proposed services

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July 10, 2024

Jason Carlaftes, P.E.  
WSP

**RE: City of Flagstaff, Downtown Mile Project – Contract Modification No. 1**  
**RSOQ NUMBER: 2022-108**

Hello Jason,

We are pleased to submit this contract modification relating to project aesthetics for the City of Flagstaff, Downtown Mile project. Please refer to the attached Workhour Estimates for a detailed breakdown of services and associated fees.

**CONCEPT DEVELOPMENT FOR PROJECT AESTHETICS**

The following tasks were not included in our original contract.

- Preparation and Presentation to the Aesthetics Focus Group. Jana Weldon with the City of Flagstaff created the Focus Group to assist in developing an aesthetic theme for the project.
- After the Focus Group meeting, two aesthetic themes were developed: **Sound & Motion** and **Stories of Flagstaff** which were summarized on two exhibits. Pdf's of the two exhibits were emailed to the City of Flagstaff on April 18, 2024. These two exhibits will be presented at the next public meeting.
- Preparation and Presentation to BPAC after the public meeting.

**FEES**

Total contract modification amount is **\$10,864.00**. Work will be provided on a total fixed price basis. The work will be based on the hourly rates provided and based on the hours and tasks listed in the attached cost derivation documents. Work beyond this scope will be considered additional services and will not proceed without approval from the Client. Additional work may be provided under a separate contract amendment.

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

Sincerely,



Laura Mielcarek  
Principal, Wheat Design Group

Wheat Design Group DERIVATION OF COST PROPOSAL SUMMARY

PROJECT: City of Flagstaff, Downtown Mile Project DATE: 7/10/2024  
 Contract Modification No. 1  
 Flagstaff Project No.: CONSULTANT: Wheat Design Group, Inc.  
 PREPARED BY: Laura Mielcarek, Principal  
 CONTRACT TYPE: Lump Sum DBE: #1025

DIRECT LABOR COST

TASK DESCRIPTION	CLASSIFICATION	No. HOURS Hours	UNIT RATES	TOTAL COST Cost
Landscape Architectural Services	Project Manager-Sr.	22	\$160.00	\$3,520.00
	Registered LA	0	\$138.00	\$0.00
	Designer	72	\$102.00	\$7,344.00
	CADD Technician	0	\$95.00	\$0.00
(A) Direct Labor		94 Hrs.		<u>\$10,864.00</u>

DIRECT EXPENSES

TRAVEL (Rental car, fuel, lodging, meals for site visit) EXHIBITS (pdf format)			=	<u>\$0.00</u>
(E) OUTSIDE SERVICES & SUBCONSULTANT COSTS Sub Names				Sub Fees
(F) TOTAL COST FOR ALL SUBCONSULTANT AND OUTSIDE SERVICES			=	<u>\$0.00</u>
(G) TOTAL COST			=	<u>\$10,864.00</u>

*Laura Mielcarek*  
 Laura Mielcarek, Principal

7/10/2024  
 Date

**Wheat Design Group Workhour Estimate by Task  
City of Flagstaff, Downtown Mile Project - Contract Modification No. 1**

Description		Project Manager-Sr.	Registered LA	Designer	CADD Technician	TOTAL
<b>1.0</b>	<b>CONCEPT DEVELOPMENT FOR PROJECT AESTHETICS</b>					
	Preparation and Presentation to the Aesthetics Focus Group	10	0	24	0	34
	Development of two aesthetics themes	8	0	32	0	40
	Preparation and Presentation to BPAC	4	0	16	0	20
	<b>Subtotal</b>	<b>22</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>94</b>
	<b>TOTAL WORKHOURS</b>	<b>22</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>94</b>