

CITY COUNCIL REGULAR MEETING AGENDA

A M E N D E D

REGULAR COUNCIL MEETING
TUESDAY
MAY 7, 2024

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

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

*****PUBLIC COMMENT*****

Verbal public comments not related to items appearing on the posted agenda may be provided during the "Open Call to the Public" at the beginning and end of the meeting and may only be provided in person.

Verbal public comments related to items appearing on the posted agenda may be given in person or online and will be taken at the time the item is discussed.

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

[ONLINE VERBAL PUBLIC COMMENT](#)

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

1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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

2. ROLL CALL

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

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE

COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

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

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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

4. OPEN CALL TO THE PUBLIC

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for

the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Open Call to the Public and Public Comment. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. **PROCLAMATIONS AND RECOGNITIONS**

- A. **Proclamation:** Municipal Clerks Week
- B. **Proclamation:** Economic Development Week
- C. **Proclamation:** Bike Month

6. **COUNCIL LIAISON REPORTS**

7. **APPOINTMENTS**

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body..., pursuant to A.R.S. §38-431.03(A)(1).

- A. **Consideration of Appointments:** Commission on Inclusion and Adaptive Living

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring March 2025.

8. **LIQUOR LICENSE PUBLIC HEARINGS**

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

STAFF RECOMMENDED ACTION:

1. Open the Public Hearing
2. Staff Presentation
3. Council Questions
4. Public Comment
5. Close Public Hearing
6. Council Deliberation and Action

The City Council has the option to:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- A. **Consideration and Action on Liquor License Application:** Lauren Kay Merrett, "Grand Canyon Spirits," 928 Fort Valley Road, Series 07 (Beer and Wine Bar), Owner Transfer.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- B. **Consideration and Action on Liquor License Application:** Lauren Kay Merrett, "Grand Canyon Spirits," 928 Fort Valley Road, Series 09 (Liquor Store), Owner Transfer.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

9. **CONSENT AGENDA**

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

- A. **Consideration and Approval of Lease Amendments:** Flagstaff Airport Rental Car Concessions, IFB 2011-09A: Amendment to leases with Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car companies, to continue leases on a month-to-month basis.

STAFF RECOMMENDED ACTION:

1. Approve amendments to the current leases between the City of Flagstaff and Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car Companies, to continue the leases on a month-to-month basis; and
2. Authorize the City Manager to execute all necessary documents.

- B. **Consideration and Approval of Contract:** Approve the Professional Services Contract with Ardurra Group, Inc. in the amount of \$492,235.00 for the Wildcat Interceptor Sewer Upgrade Project.

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Contract with Ardurra Group, Inc. in the amount of \$492,235.00 for the Wildcat Interceptor Sewer Upgrade Project; and
2. Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Grant Agreement Ratification:** Water Conservation Grant Fund Agreement with Water Infrastructure Finance Authority

STAFF RECOMMENDED ACTION:

1. Approve the Grant Agreement with the Water Infrastructure Finance Authority (WIFA) Water Conservation Grant Program for the City's Radio Read Meter Replacement Program for \$750,000.00 (75% WIFA Share), with a minimum \$250,000.00 (25% Non-Federal Share) match requirement; and
2. Authorize the City Manager to execute the necessary documents.

- D. **Consideration and Approval of Contract:** First Amendment to the Cinder Lake Landfill Construction Manager at Risk, Phase 2-Cell D, Construction Services Agreement - GMP 2 with Rummel Construction, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Cinder Lake Landfill Construction Manager at Risk, Phase 2-Cell D, Construction Services Agreement - GMP 2 with Rummel Construction, Inc. of \$2,344,891.66, in addition to an Owner's Contingency of \$55,108.34, for a total price of \$2,400,000.00, with a scheduled start date of July 2, 2024; and
2. Authorize the City Manager to execute the necessary documents.

- E. **Consideration and Approval of Contract:** Second Amendment to the Contract for Professional Services for the Cinder Lake Landfill Sequence D-Phase II Excavation Plan and Landfill Design, with Tetra Tech BAS, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment to the Contract for Professional Services with Tetra Tech BAS for Cinder Lake Landfill Sequence D Phase II Excavation Plan and Landfill Design in the amount of \$125,037.95; and
2. Authorize the City Manager to execute the necessary documents.

- F. **Consideration and Approval of Contract:** Approval of Contract with Flagstaff Shelter Services for emergency shelter and services, in an annual amount of \$100,000.

STAFF RECOMMENDED ACTION:

1. Approve the Contract with Flagstaff Shelter Services for emergency shelter and services, in an annual amount of \$100,000; and
2. Authorize the City Manager to execute the necessary documents.

10. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Ordinance No. 2024-14:** An ordinance of the City Council of the City of Flagstaff, ratifying the grants of easements and real property; and formally accepting grants of easements and real property; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2024-14 by title only for the final time
2. City Clerk reads Ordinance No. 2024-14 by title only (if approved above)
3. Adopt Ordinance No. 2024-14

11. **REGULAR AGENDA**

- A. **Consideration and Adoption of Ordinance No. 2024-15:** An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System, by amending the Employee Handbook of Regulations, Section 1-50-010 Holiday Leave; providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the May 7, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-15 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-15 by title only (if approved above)

At the May 21, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-15 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-15 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-15

- B. **Consideration and Adoption of Resolution No. 2024-21:** A resolution approving settlement of the City's attorney fees in *City of Flagstaff v. State of Arizona, et. al.*, Case No.: CV2021-011210 in the Maricopa County Superior Court relating to Flagstaff's local minimum wage and its alleged impacts on agencies of the State of Arizona operating in Flagstaff.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-21 by title only
2. City Clerk reads Resolution No. 2024-21 by title only (if approved above)
3. Adopt Resolution No. 2024-21

12. **DISCUSSION ITEMS**

- A. **Post-wildfire Flooding Update**

STAFF RECOMMENDED ACTION:

For information only.

- B. **Discussion and Possible Direction on the Flagstaff Pulliam Airport Air Carrier Incentive Policy**

STAFF RECOMMENDED ACTION:

Discussion and possible direction

13. **FUTURE AGENDA ITEM REQUESTS**

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

The City Council will take public comment on Items 12A and 12B together at the beginning of this section.

- A. **Consideration and Possible Action on Permanent Cease-Fire Resolution:** Citizens' Petition titled "A permanent cease-fire resolution"

STAFF RECOMMENDED ACTION:

Staff has no recommendation.

The Council may choose to take action on either of the attached resolutions by reading by title only and then adopting.

The Council may choose to take no action.

- B. Future Agenda Item Request (F.A.I.R.): A Citizens' Petition titled "Support for Israel's Right to Defend Itself"

STAFF RECOMMENDED ACTION:

Council Direction

14. OPEN CALL TO THE PUBLIC
15. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS
16. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2024.

Stacy Saltzburg, MMC, City Clerk

THE CITY OF FLAGSTAFF ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 213-2076 or email at stacy.saltzburg@flagstaffaz.gov to request an accommodation to participate in this public meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Flagstaff makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Flagstaff City Council meetings are live-streamed and recorded and may be viewed on the City of Flagstaff's website. If you permit your child to attend/participate in a televised Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Consideration of Appointments: Commission on Inclusion and Adaptive Living

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring March 2025.

Executive Summary:

The Commission on Inclusion and Adaptive Living consists of seven citizens serving three-year terms. The commission's goals are to expand educational opportunities; improve access to housing, buildings, and transportation; have greater participation in recreational, social, and cultural activities; encourage greater opportunity for employment; and expand and strengthen rehabilitative programs and facilities. There is currently one seat available due to a resignation. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis. The City of Flagstaff is committed to increasing diversity in every board and commission, please consider how the applicant stated they may contribute to this commitment.

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

- Rasheera Dopson (new applicant)
- Kendra Lopez (new applicant)
- James Martinez (new applicant)
- Laura Smith (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENTS: Councilmember Matthews

Financial Impact:

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

Policy Impact:

None

Connection to PBB, Carbon Neutrality Plan, 10-Year Housing Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Inclusive and Engaged Community - Foster community pride and civic engagement; advance social equity and social justice in Flagstaff; facilitate and foster diversity and inclusivity; and enhance community outreach and engagement opportunities.

10-Year Housing Plan

Connect 2.2: Encourage community organizations such as the local Continuum of Care to continue to integrate equity into programs and policies.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1. Appoint one Commissioner: by appointing a member at this time, the Commission on Inclusion and Adaptive Living will be at full capacity which will allow the group to more easily reach quorum and continue meeting to provide recommendations to the City Council.
2. Table the action to allow for further discussion or expand the list of candidates.

Community Involvement:

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

Expanded Options and Alternatives:

INFORM: Board members and City staff have informed the community of these vacancies through word of mouth in addition to the posting on the City's website.

Attachments: Commission on Inclusion and Adaptive Living Authority

CHAPTER 2-18

COMMISSION ON DISABILITY AWARENESS

SECTIONS:

2-18-001-0001 COMMISSION ESTABLISHED, DUTIES

2-18-001-0002 MEMBERS AND TERMS:

2-18-001-0003 ORGANIZATION:

2-18-001-0001 COMMISSION ESTABLISHED, DUTIES:

There is hereby established the Commission on Disability Awareness. It shall be the Commission's duty to advise the City Council on all issues affecting the City of Flagstaff in relation to individuals with disabilities and shall include, but not be limited to:

- A. Review of City compliance with the Americans with Disabilities Acts and the Arizonans with Disabilities Acts.
- B. Review of City programs, activities, services and procedures to ensure all citizens are afforded equitable access to same.
- C. Develop and transmit recommendations to the City Council to assist the City Council in developing policies to respond to the concerns and needs of those with disabilities.
- D. Provide a public forum for identifying and discussing issues of interest relating to individuals who are disabled, physically or mentally, and to act as an information and referral group to assist individuals, organizations, and employers in efforts to aid members of the community toward greater independence and community interactions.
- E. Increase community awareness of the real contributions made by citizens of the community who are disabled and to provide recognition for employers, employees, students, teachers, parents, and professionals who further the goals of disability awareness and inclusion. (Ord. 1780, 11/17/92)

(Ord. No. 1780, Enacted, 11/17/92)

2-18-001-0002 MEMBERS AND TERMS:

The Commission shall consist of seven (7) members who shall be appointed by the City Council based upon the recommendations of the Committee/Commission. The Commission and the City Council will make every effort to recruit and appoint those individuals most directly involved and concerned with the obligations of the Americans with Disabilities Act. Commission members shall serve staggered, three (3) year terms.

In the event a member's term expires, that member shall continue to serve until reappointed or replaced by the City Council. (Ord. 1780, Enacted, 11/17/1992; Ord. 1833, Amended, 05/03/1994; Ord. 2007-31, Amended 07/23/2007; Ord. 2014-28, Amended, 11/18/2014)

2-18-001-0003 ORGANIZATION:

A Chairperson and other Commission officers shall be selected by a majority vote of those members present at a meeting called for that purpose for a term of one (1) year. The Commission shall meet at such times, dates and locations as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice. All other rules of procedure shall be established by the members so long as said rules are consistent with State law, the City Charter, the Board and Commission Members' Rules and Operations Manual, and the ordinance codified in this section.

A Commission member who is absent from three (3) consecutive regular meetings may have their remaining term terminated by a vote of the City Council upon recommendation of the Commission. (Ord. 1780, Enacted, 11/17/1992; Ord. 2007-37, Amended 07/24/2007; Ord. 2014-28, Amended, 11/18/2014)

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Action on Liquor License Application: Lauren Kay Merrett, "Grand Canyon Spirits," 928 Fort Valley Road, Series 07 (Beer and Wine Bar), Owner Transfer.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A Series 07 license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Grand Canyon Spirits is an existing liquor store and bar and is requesting an owner transfer. If approved, it will be one of the 25 active series 07 licenses in Flagstaff. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application. The Police Department noted no concerns. However, Community Development has noted that there are active Zoning Code and Building Code violations associated with the applicant or the property at this time. The bar was constructed without proper permits and the current owner must submit all permit applications that will be reviewed for approval or denial through the Planning Department and Building Safety Department. Staff recommends denial of this liquor license request until all permits are approved.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

Previous Council Decision or Community Discussion:

Not applicable.

Options and Alternatives to Recommended Action:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received

at the public hearing and/or other factors.

Background and History:

Key Considerations:

Because the application is for an owner transfer, consideration may be given to the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is May 7, 2024.

Community Involvement:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Expanded Options and Alternatives:

The application was properly posted on April 17, 2024. No written protests have been received to date.

Connection to PBB Priorities and Objectives:

Liquor licenses are a regulatory action and there are no Community Priorities that apply.

Connection to Regional Plan:

Liquor licenses are a regulatory action and there are no Regional Priorities that apply.

Connection to Carbon Neutrality Plan:

Liquor licenses are a regulatory action.

Connection to 10-Year Housing Plan:

Liquor licenses are a regulatory action.

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 07 Description](#)
 [PD Memo](#)
 [Zoning Memo](#)
 [Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

4/22/2024

Lauren Key Marrett
YAJ Enterprises, Inc.
736 S. Longmore Street
Chandler, AZ 85224

Dear Ms. Marrett,

Your applications for a Series 9 and a Series 7 Liquor License for Grand Canyon Spirtis located at 982 Fort Valley Road, Flagstaff, AZ was posted on April 17, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **May 7, 2024, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference ([Microsoft Teams Meeting](#)) or in person and be prepared to answer any questions the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 7, 2024, and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received before the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 07 Beer and Wine Bar License

Transferable (From person to person and/or location to location within the same county only)

On & off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of

DELIVERY. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

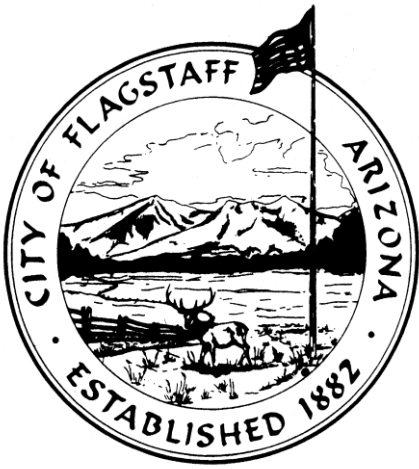
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

Bar, beer and wine bar and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Dan Musselman

MEMORANDUM

Memo #24-038

TO: Chief Musselman

FROM: Sgt. N. Almendarez #703

DATE: April 10, 2024

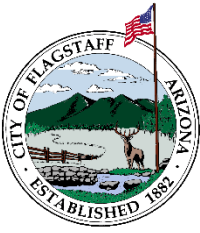
RE: Owner Transfer – Series 07 (Beer and Wine Bar) Liquor License Application– Grand Canyon Spirits

On April 10th, 2024, I initiated an investigation into an Owner Transfer application for a Series 07 (Beer and Wine Bar) liquor license filed by Lauren Kay Merrett (Agent), Ketan Kumar Patel (Controlling Person) Maipal Patel (Controlling Person), Chiragbhai Patel (Controlling Person), Devangkumar Patel (Controlling Person), Suren Patel (Controlling Person), Vishalkumar Patel (Controlling Person) and Vipul Patel (Controlling Person). This is for an owner transfer, and the application number is 283910. It is for Grand Canyon Spirits, located at 982 North Fort Valley Road, Flagstaff, AZ.

I conducted a query through local systems and public access on the aforementioned persons. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found no violations.

I found evidence that the applicant has taken the mandatory liquor license training. This business is not located within 300 feet of a school.

A representative for the business was invited to be present for the council meeting on May 7th, 2024.



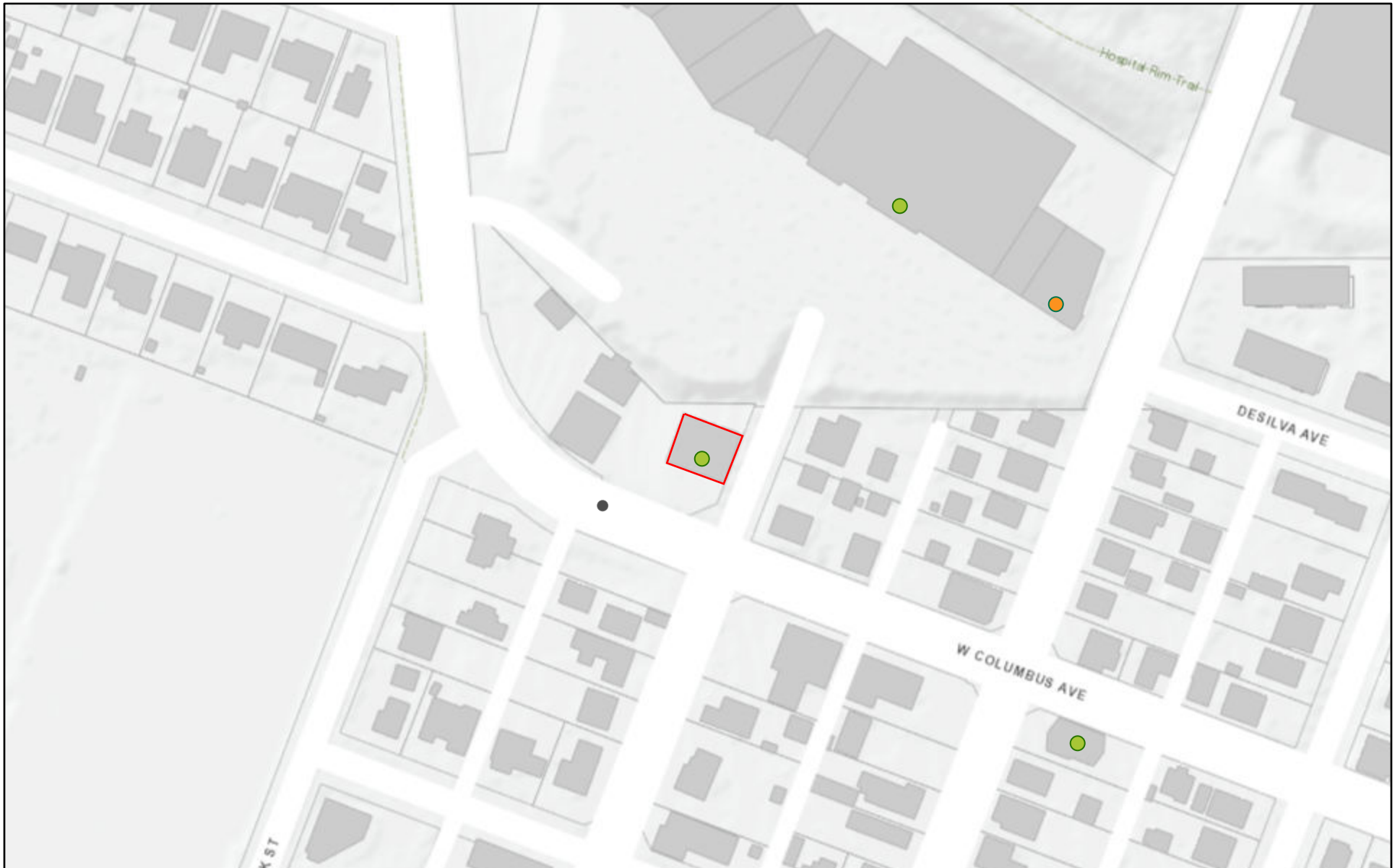
Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Michelle McNulty, Planning Director
Date: April 17, 2024
Re: Application for Liquor License #283910
982 N Fort Valley Road, Flagstaff, Arizona 86001
Assessor's Parcel Number 101-03-031
Lauren Kay Merrett on behalf of Grand Canyon Spirits

This application is a request for a new Series 7 Beer & Wine Bar liquor license by Lauren Kay Merrett on behalf of Grand Canyon Spirits. This business is located within the Community Commercial district. This district does allow for this use.

There are active Zoning Code and Building Code violations associated with the applicant or the property at this time. The bar was constructed without proper permits and the current owner must submit all permit applications that will be reviewed for approval or denial through the Planning Department and Building Safety Department. All permit approvals should be a condition of this liquor license request.

Arc GIS Map Grand Canyon Spirits 2019-02

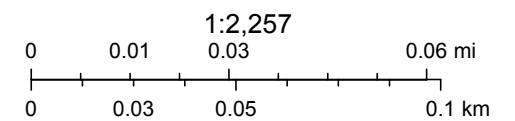


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Liquor Licenses

● Liquor Store

● Bar



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Action on Liquor License Application: Lauren Kay Merrett, "Grand Canyon Spirits," 928 Fort Valley Road, Series 09 (Liquor Store), Owner Transfer.

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. Series 09 licenses are quota licenses and must be obtained through the person/location transfer of an existing license from another business or through the Arizona Liquor License Lottery.

Grand Canyon Spirits is an active business in Flagstaff operating under an interim license. If approved, it will be one of the 38 active series 09 liquor licenses in Flagstaff and will be able to sell all spirituous liquor. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Policy Impact:

Not applicable.

Previous Council Decision or Community Discussion:

Not applicable.

Options and Alternatives to Recommended Action:

Key Considerations:

Because the application is for an owner transfer, consideration may be given to the personal qualifications of the applicant.

The deadline for issuing a recommendation on this application is May 7, 2024.

Community Involvement:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Expanded Options and Alternatives:

The application was properly posted on April 17, 2024. No written protests have been received to date.

Connection to PBB Priorities and Objectives:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:

Not applicable.

Connection to Carbon Neutrality Plan:

Not applicable.

Connection to 10-Year Housing Plan:

Not applicable.

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 09 Description](#)
 [PD Memo](#)
 [Zoning Memo](#)
 [Map](#)



City of Flagstaff

OFFICE OF THE CITY CLERK

4/22/2024

Lauren Key Marrett
YAJ Enterprises, Inc.
736 S. Longmore Street
Chandler, AZ 85224

Dear Ms. Marrett,

Your applications for a Series 9 and a Series 7 Liquor License for Grand Canyon Spirtis located at 982 Fort Valley Road, Flagstaff, AZ was posted on April 17, 2024. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **May 7, 2024, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference ([Microsoft Teams Meeting](#)) or in person and be prepared to answer any questions the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 7, 2024, and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received before the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

If you have any questions, please call me at 928-213-2077 (office) or 928-220-5995 (cell).

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 09 Liquor Store License (All spirituous liquors)

Transferable (From person to person and/or location to location within the same county only)

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

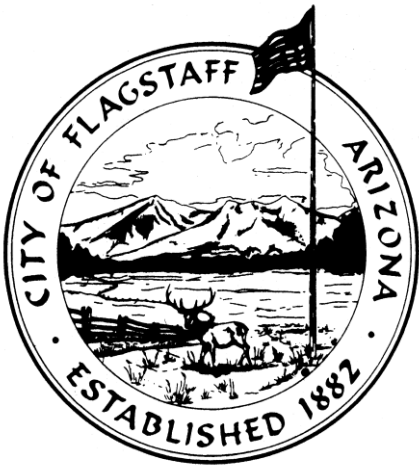
ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Dan Musselman

MEMORANDUM

Memo #24-037

TO: Chief Musselman

FROM: Sgt. N. Almendarez #703

DATE: April 10, 2024

**RE: Owner Transfer – Series 09 (Liquor Store) Liquor License Application–
Grand Canyon Spirits**

On April 10th, 2024, I initiated an investigation into an Owner Transfer application for a Series 09 (Liquor Store) liquor license filed by Lauren Kay Merrett (Agent), Ketan Kumar Patel (Controlling Person), Maipal Patel (Controlling Person), Chiragbhai Patel (Controlling Person), Devangkumar Patel (Controlling Person), Suren Patel (Controlling Person), Vishalkumar Patel (Controlling Person) and Vipul Patel (Controlling Person). This is for an owner transfer, and the application number is 283924. It is for Grand Canyon Spirits, located at 982 North Fort Valley Road, Flagstaff, AZ.

I conducted a query through local systems and public access on the aforementioned persons. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and found no violations.

I found evidence that the applicant has taken the mandatory liquor license training. This business is not located within 300 feet of a school.

A representative for the business was invited to be present for the council meeting on May 7th, 2024.



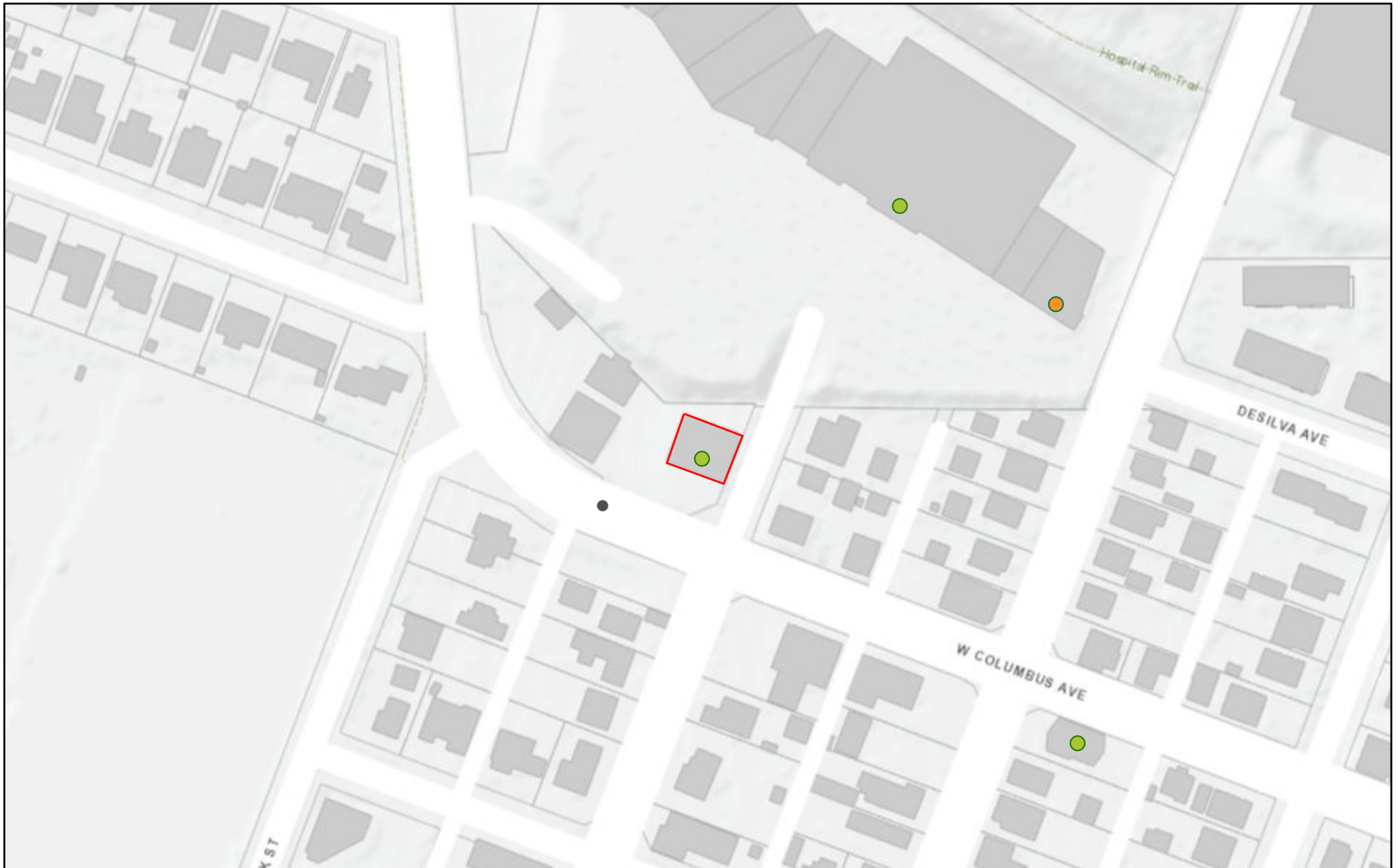
Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Michelle McNulty, Planning Director
Date: April 17, 2024
Re: Application for Liquor License #283924
982 N Fort Valley Road, Flagstaff, Arizona 86001
Assessor's Parcel Number 101-03-031
Lauren Kay Merrett on behalf of Grand Canyon Spirits

This application is a request for a new Series 9 Liquor Store liquor license by Lauren Kay Merrett on behalf of Grand Canyon Spirits. This business is located within the Community Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

Arc GIS Map Grand Canyon Spirits 2019-02

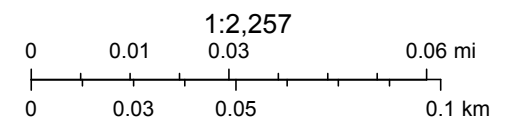


1/10/2019, 3:16:12 PM

Liquor Licenses

● Liquor Store

● Bar



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Anja Wendel, Senior Assistant City Attorney AW
Co-Submitter: Bryce Doty, Real Estate Manager; Patrick Brown,
Procurement Director
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Approval of Lease Amendments: Flagstaff Airport Rental Car Concessions, IFB 2011-09A: Amendment to leases with Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car companies, to continue leases on a month-to-month basis.

STAFF RECOMMENDED ACTION:

1. Approve amendments to the current leases between the City of Flagstaff and Avis Budget Car Rental LLC, Alamo Rental Car/National Car Rental, The Hertz Corporation, and Enterprise Rent-A-Car Companies, to continue the leases on a month-to-month basis; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

If approved, the current Airport car rental concessionaire leases will be continued on a month-to-month basis pending completion of a new invitation for bids and the award of resulting new leases. The last Invitation for Bids ("IFB") for Rental Car Concession was held in November 2010. The leases originating from the IFB have been amended and extended until May 31, 2024. A sample form of lease extension is attached.

Financial Impact:

The Airport will continue to receive revenue from the existing leases of at least \$452,610 per year. Failure to extend the leases will result in a loss of car rental operations at the airport and the resulting revenue to the City until a new solicitation for car rental concessions can be completed.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

The City Council has previously approved leases and amendments, as listed in the Executive Summary.

Options and Alternatives to Recommended Action:

1. Approve extension of leases on a month-to-month basis (Recommended);
2. Approve extension of leases for a longer term (e.g. 6 or 8 months);
3. Do not approve extension of leases, in which case there may be no car rental concessionaires operating at the Airport for a period of time (Not recommended).

Connection to PBB Priorities and Objectives:

Transportation and Other Public Infrastructure: provide Airport infrastructure to enhance tenant and patron experience and secure second airline.

Connection to Regional Plan:

Policy T.10.2. Improve multimodal access and service to and from the airport including transit, bicycle, and parking services.

Connection to Carbon Neutrality Plan:

EM-3: Support residents, businesses, and institutions in the transition to electric vehicles.

WS-3: Continue to support water conservation efforts across the Flagstaff community.

As part of the new solicitation, City will be requiring surveys as to anticipated needs for improvements to car rental concessionaire facilities to increase use of electric vehicle fleets. City will also be requiring concessionaires to start paying for its use of water for the wash bays, which the City anticipates will result in reduction of water use.

Connection to 10-Year Housing Plan:

None.

Attachments: Lease Extension Sample



City of Flagstaff

Via Email and U.S. Mail

_____, 2024

COMPANY NAME AND ADDRESS

Re: Lease Extension to Rental Car Concession/Lease Agreement
Amendment No. VII

Your company's current lease at the Flagstaff Pulliam Airport expires May 31, 2024. The City is in the process of preparing a new solicitation for car rental concessionaires. We will notify you when the solicitation is issued and hope you will participate in this new solicitation.

If you would like to continue your current lease on a month-to-month basis after May 31, 2024, please sign and return this letter to my attention, using the enclosed self-addressed envelope.

Any holdover beyond May 31, 2024 shall be construed as your express consent to continue your current lease on a month-to-month basis. City will provide at least 30 days written notice of its intention to terminate during any holdover. All terms and conditions of the lease remain in effect during any holdover, except as modified herein.

If you have any questions or would like to discuss any of the above, please contact me. Thank you for your prompt attention to this matter.

Sincerely,

Bryce Doty
Real Estate Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
Bryce.Doty@flagstaffaz.gov
(928) 213-2072

cc: Brian Gall, Airport Director
Anja Wendel, Senior Assistant City Attorney
CT Corporation System, 3800 N Central Ave Ste 460, Phoenix, AZ 85012 (Statutory Agent)



Enclosure: Self-addressed envelope, with pre-paid postage

In witness whereof, the Parties hereto have executed this Amendment No. VII (relating to holdover of the current lease on a month-to-month basis) as of the last signature date below.

LESSOR:
City of Flagstaff

LESSEE:
COMPANY NAME

Greg Clifton, City Manager

By:

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jackson Salazar, Plan Reviewer
Co-Submitter: Jackson Salazar
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Approval of Contract: Approve the Professional Services Contract with Ardurra Group, Inc. in the amount of \$492,235.00 for the Wildcat Interceptor Sewer Upgrade Project.

STAFF RECOMMENDED ACTION:

1. Approve the Professional Services Contract with Ardurra Group, Inc. in the amount of \$492,235.00 for the Wildcat Interceptor Sewer Upgrade Project; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Professional Services Contract will address the need to design approximately 5900 feet of new sewer main from the Wildcat Hill Wastewater Treatment Plant to the south side of Interstate 40 excluding the BNSF right of way crossing.

Financial Impact:

Project Name: Wildcat Interceptor Sewer Upgrade

Design Cost: \$492,235.00

Account Number Budgeted: 203-08-375-3441-0-4421

FY Budgeted Amount: \$300,000.00 in FY2023-24 and \$1,000,000 in FY2024-25

Policy Impact:

No policy impact.

Previous Council Decision or Community Discussion:

No previous decisions.

Options and Alternatives to Recommended Action:

1. Approve the Professional Services Contract as recommended. Approval will allow design work on the Project to move forward upon approval; or
2. Reject the Professional Services Contract. This action would delay the Project. If rejection occurs, possible options include:
 - a) Negotiate a professional services contract with the other RSOQ proposer; or
 - b) Suspend or cancel the Project.

Background and History:

In 1971, the City of Flagstaff constructed the Wildcat Hill Wastewater Treatment Plant and a new large

diameter sewer interceptor to transport wastewater from the then current treatment plant to the new treatment plant. In a recent Water and Sewer Impact Analysis, the City of Flagstaff's consultant identified a deficiency in the wastewater collection system in this sewer interceptor. This project was also identified in the City of Flagstaff's 2015 Sewer Master Plan as the second highest priority project. The pipeline is currently undersized to meet the additional developments that have been proposed. This project will replace a portion of the undersized pipeline identified in the water and sewer impact analysis with a new larger wastewater interceptor. The new pipeline will allow the City to properly serve the wastewater needs of the new proposed developments.

The Purchasing section posted a Request for Statements of Qualifications (RSOQ) solicitation for design on October 19, 2023, on the PlanetBids website, and advertised it in the Arizona Daily Sun newspaper on October 28 and November 4, 2023. There were 2 Statements of Qualifications received by the due date of November 17, 2023. After reviewing of the Statements of Qualifications received and interviewing the interested firms, the RSOQ selection panel selected the highest scoring firm, Ardurra on January 5, 2024.

This Professional Services Contract will allow the chosen firm, Ardurra Group, Inc., to design the new sewer interceptor from south side of Interstate 40 to the Wildcat Hill Wastewater Treatment Plant.

Connection to PBB Priorities and Objectives:

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan: Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community: Foster a safe, secure, and healthy community. **Sustainable, Innovative Infrastructure:** Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:

- Goal PF.2.: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
- Goal WR.3: Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measure.
- Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.
- Goal WR.6: Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.
- Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.

Connection to Carbon Neutrality Plan:

WS-1 Improve water infrastructure and expand water reuse.

WS-2 Improve ecosystem management for protection of water resources.

Connection to 10-Year Housing Plan:

Create 5.8 Prioritize Capital Improvement Projects that facilitate affordable housing.

Connection to Division Specific Plan:

An award of this Construction Contract supports Water Services Strategic Plan Objective 5: Accelerate Infrastructure Maintenance and Replacement.

Attachments: Professional Services Contract

PROFESSIONAL SERVICES CONTRACT
Contract No.: 2024-77

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

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

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

SERVICES

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

PROFESSIONAL SERVICES
Wildcat Sewer Interceptor Upgrade Project

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

2. **Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
3. **Key Personnel/Subcontractors:** Firm's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

4. **City Representative:** The City Representative is Jackson Salazar, Project Manager or their designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the Procurement Agent.
5. **City Cooperation:** The City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of this Contract.

CONTRACT TERM

6. **Contract Term:** The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be in force for an initial term of **three (3)** consecutive years.
7. **Renewal:** The Contract may be renewed for up to **two (2)** additional **one (1) year** terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

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

PAYMENT

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

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Firm in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Firm agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Firm may have in the materials it prepares under this Contract, including any right to derivative use of the material.
12. Re-Use: The City may use the City's work product without further compensation to Firm; provided, however, that the City's reuse without written verification or adaption by Firm for purposes other than contemplated herein is at the City's sole risk and without liability to Firm. Firm shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Firm or any third parties without the City's prior written consent.
13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Firm shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Firm in performance of this Contract, whether complete or in process.

INSURANCE

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

MISCELLANEOUS

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

To the City:

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

To Firm:

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

With a copy to:

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

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

ARDURRA GROUP, INC.:

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20____

Last Updated March 26, 2024



March 8, 2024

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

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

Dear Jackson,

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

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

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

The following tasks have been identified:

TASKS

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



March 8, 2024

SCOPE

Each task will include the following scope of work.

100. PROJECT MANAGEMENT AND MEETINGS

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

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

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

200. EVALUATIONS AND TECHNICAL MEMORANDA(NIC)

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

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

300. CONSTRUCTION PLANS

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

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



March 8, 2024

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

b) Topographic Survey:

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

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

c) Legal Descriptions/Exhibits

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

d) Utility Mapping

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

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

e) Geotechnical

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



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2) Construction Documents

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

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

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

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

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

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



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

d) 100% CDs

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

e) CMAR Coordination

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

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

g) Exclusion: Interceptor I&I Rehabilitation Plans

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

400. AGENCY COORDINATION

1) ADOT Encroachment Permit

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

2) BNSF Coordination (Permit not required)

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

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



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

3) Property and Easement Acquisition

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

4) Dry Utility Coordination

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

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

500. CONSTRUCTION MANAGEMENT

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



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SCHEDULE

Stage 1 (Fiscal Year 24, Ends July 1)

1. Base Map Preparation
 - Topographic Survey
 - Manhole Dips
 - Easement Mapping
2. 30% Design Package
 - 30% Construction Plans
 - BNSF Coordination

Stage 2 (Fiscal Year 25, Starts July 1)

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

FEES

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

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

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



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EXCLUSIONS

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

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

Sincerely,

Alicia Stoffers, PE
Project Manager

CONTRACT FOR PROFESSIONAL SERVICES
WT Reference No. 25-224038R2-P

BETWEEN: **ARDURRA** (“Client”)
124 North Elden Street
Flagstaff, Arizona 86001
Attn: Mr. Steve R. Lewis

AND: **WESTERN TECHNOLOGIES INC.** (“WT”)
2400 East Huntington Drive
Flagstaff, Arizona 86004

FOR THE PROJECT: **Geotechnical Engineering Services**
Wildcat Sewer Interceptor (“Project”)
2800 North El Paso Flagstaff Road (“Site”)
Flagstaff, Arizona

1.0 PROJECT DESCRIPTION

Based on information provided by Mr. Steve R. Lewis, the proposed project will consist of approximately 5,900 linear feet of new sewer line that will run from the Wildcat Hill WRP towards Country Club Drive. The sewer line will be 30 to 36-inches in diameter along the entire alignment. The pipe inverts are assumed to be a maximum of about 6 to 13 feet below the lowest existing site grades. Borings will be located in the general areas requested, and adjusted for existing utilities. Should any of our information or assumptions not be correct, we request that the Client notify WT immediately.

2.0 PURPOSE

The purpose of our geotechnical engineering services will be to evaluate the subsurface conditions to provide recommendations and/or discussion for the following:

- Foundation design parameters, including footing types, depths, allowable bearing capacities, and estimated settlements
- Lateral earth pressures
- Excavation conditions
- Earthwork, including backfill placement and suitability of existing soils for backfill materials
- Temporary cut slopes
- Lateral earth pressures

3.0 SCOPE OF SERVICES

3.1 Field Exploration

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

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

Sewer Line Area – Three refraction surveys

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

3.2 Laboratory Testing

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

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

3.3 Analyses and Report

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

4.0 SCHEDULE

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

5.0 ASSUMPTIONS

The following assumptions were made in preparation of this proposal:

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

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

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

6.0 FEES

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

7.0 MANNER OF PAYMENT

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

8.0 NOTICE TO PROCEED

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

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

EXECUTED BY WT:

EXECUTED BY CLIENT:

/s/ Gregory L.E. Burr

WT’s Authorized Representative

Client’s Authorized Representative

Gregory L.E. Burr, R.G., P.E.

Typed or Printed Name

Typed or Printed Name

Principal

Title

Title

March 5, 2024

Date

Date

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SUE Scope of Work Wildcat Sewer Interceptor



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

March 5, 2024

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

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

Steve,

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

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

PROJECT UNDERSTANDING

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

ASCE 38 QUALITY LEVEL DEFINITIONS

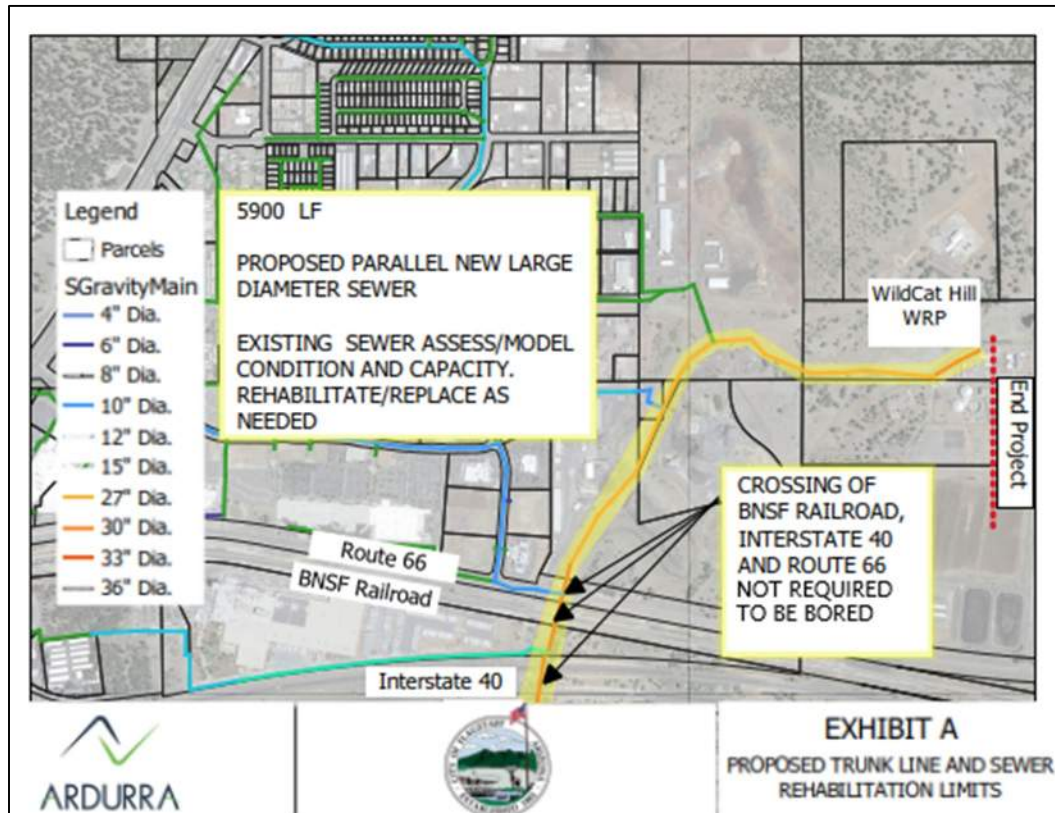
ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels defined by the ASCE Standard are as follows:

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

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

LIMITS OF INVESTIGATION

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



SCOPE OF WORK

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

➤ QLD Utility Records Research

The T2UE team will perform the following activities:

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

➤ Perform QLC, QLB Investigation

The T2UE team will conduct the following:

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

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

➤ **Perform Overhead Utility Survey**

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

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

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

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

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

Notes:

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

DELIVERABLES

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

ASSUMPTIONS / EXCLUSIONS

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

SCHEDULE

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

PROJECT ESTIMATE

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

Sincerely,

A handwritten signature in black ink that reads 'James Mueller'.

James Mueller, PE

Senior Project Manager

Phone: 602.977.8076

Email: james.mueller@t2ue.com



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

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

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

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

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

of test holes excavated in the field will be invoiced.

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



COOPER AERIAL SURVEYS CO.

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

Cost Proposal for Wildcat Sewer Flagstaff

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

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

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

Project Scope

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



COOPER AERIAL SURVEYS CO.

PROJECT MANAGER

Jim Crume

602.678.5111 ext 224

jcrume@cooperaerial.com

Estimated Duration*

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

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

Deliverables for Wildcat Sewer Flagstaff

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

Sincerely,

Jim Crume

CLIENT ACCEPTANCE

Printed Name:

Title:

Signature:

Date:

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

TOTAL FEE: \$6,400.00

(plus taxes where applicable)

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

Aerial Survey Metadata

Please fill out and return with the final mapping control.

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

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

1. FOR STATE PLANE COORDINATE SURVEYS

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

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

- **ELLIPSOID USED _____**

Example: GRS80

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

- **VERTICAL DATUM: _____**

Example: NAVD88

- **GEOID MODEL: GEOID _____**

Example: Geoid18

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

2. FOR LOCAL/ASSUMED COORDINATE SURVEYS

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

FILL OUT INFORMATION FROM ITEM 1, THEN:

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

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

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

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

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

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

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

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

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

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

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

- 26. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 27. CONTROL:** Contractor shall be responsible for the control of the work.
- 28. WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
- 29. SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
- 30. QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
- 31. ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

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

or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

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

CONTRACT CHANGES

- 40. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 41. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 42. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 43. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 44. NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 45. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

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

EMPLOYEES AND SUBCONTRACTORS

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured,

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
56. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
57. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 60. COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
- 61. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
- 62. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 63. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 64. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 65. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 66. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 67. FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

- 68. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 69. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

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

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

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

a. Commercial General Liability - Occurrence Form

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

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

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

d. Workers' Compensation and Employer's Liability

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

e. Professional Liability \$2,000,000

f. Network Security and Privacy Liability

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

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

- f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION**: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS**: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE**: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **POLICIES**: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS**: Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Patrick O'Connor, Water Services Specialist
Co-Submitter: Stacey Brechler-Knaggs
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Approval of Grant Agreement Ratification: Water Conservation Grant Fund Agreement with Water Infrastructure Finance Authority

STAFF RECOMMENDED ACTION:

1. Approve the Grant Agreement with the Water Infrastructure Finance Authority (WIFA) Water Conservation Grant Program for the City's Radio Read Meter Replacement Program for \$750,000.00 (75% WIFA Share), with a minimum \$250,000.00 (25% Non-Federal Share) match requirement; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

This grant from the Water Infrastructure Finance Authority's (WIFA) Water Conservation Grant Fund will provide \$750,000 in funding for Water Services to continue its Radio Read Meter Replacement Program. This program replaces older, less efficient meters with high-accuracy meters that have leak detection capability. This program is supported in the capital program through customer rates, with a target of replacing 10% of the system's equipment annually or approximately 2,300 meters and ERTs, in order to maintain a ten year life cycle.

Financial Impact:

This grant is a 75/25 match. The City of Flagstaff Water Services will contribute \$250,000 over the grant period to match the \$750,000 from WIFA. The grant must be fully expended by December of 2026, and the funds will be disbursed during FY24, FY25, and FY26. This grant is currently budgeted in the Drinking Water Fund (202-08-370-3170-0-4461) in FY2023-24 and FY2024-25.

Policy Impact:

Improving and executing a radio read meter replacement program is included in the 2020 Water Conservation Strategic Plan

Previous Council Decision or Community Discussion:

No

Options and Alternatives to Recommended Action:

n/a

Connection to PBB Priorities and Objectives:

- Maintain the organization's fiscal stability through strong financial policies and best practices
- Promote, protect, and enhance a healthy, sustainable environment and its natural resources

Connection to Regional Plan:

- Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.
- Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.

Connection to Carbon Neutrality Plan:

- Improve water infrastructure and expand water reuse.
- Continue to support water conservation efforts across the Flagstaff community.
- Improve the resilience of public infrastructure and City facilities.

Connection to 10-Year Housing Plan:

NA

Attachments: WCGF Grant Agreement - Flagstaff WC3-115-2024

AGREEMENT: _____

WATER CONSERVATION GRANT FUND AGREEMENT**BETWEEN**_____
AND**The Water Infrastructure Finance Authority of Arizona**

THIS GRANT AGREEMENT (the “**Agreement**”) is made effective as of the date of signature of the last signatory hereto (the “**Effective Date**”), by and between the Water Infrastructure Finance Authority of Arizona (the “**Authority**”), a body corporate and politic, and _____ (the “**Grantee**”). The Authority and the Grantee may individually be referred to as “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the “**Act**”) was amended by section 9901 of the American Rescue Plan Act (“**ARPA**”), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury’s (“**Treasury**”) to make payments from the Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**”), and

WHEREAS, the funds are purposed for use in responding to the COVID-19 public health emergency and its economic impacts through the categories of eligible uses and activities described in 31 C.F.R. Part 35, Subpart A, including for making necessary investments in water, sewer, and broadband infrastructure, and

WHEREAS, the source of funding for the Award is the ARPA, specifically the SLFRF, with Catalog of Federal Domestic Assistance (“**CFDA**”) Assistance Listing 21.027 for all activity pursuant to this Agreement, and

WHEREAS, the State of Arizona established the Water Conservation Grant Fund (“**WCGF**”) under Title 49, Chapter 8, Article 5 of the Arizona Revised Statutes. A.R.S. §§ 49-1331 – 1335, to be administered by the Authority, and

WHEREAS, the Office of the Governor, in fulfilling its duty to administer the Coronavirus State and Local Fiscal Recovery Funds allocated to the State of Arizona, entered into an Interagency Service Agreement (ISA-ARPA-WIFA-070122-01), as amended on November 3, 2023, to provide funding to the Authority through the WCGF to support COVID-19 related activities in accordance with State Fiscal Recovery Fund Expenditure Category 5.8 Clean Water: Water Conservation, and

WHEREAS, the Authority is authorized to issue grants from the WCGF to eligible entities for water conservation programs and projects that are expected to result in: (1) long-term reductions in water use; (2) improvements in water use efficiency; or (3) improvements in water reliability. And

WHEREAS, WCGF grants may be issued for any of the purposes specified in A.R.S. § 49-1332(B), and

Water Conservation Grant Fund

WHEREAS, Grantee meets the Treasury’s definition of a subrecipient and has applied for a grant, pursuant to the Application attached to this Agreement as Exhibit A [*Grant Application*]; and

WHEREAS, by the Board resolution attached to this Agreement as Exhibit B [*Board Resolution*], the Authority has determined Grantee is eligible for financial assistance from the WCGF and has reviewed and approved the Grantee’s Application in accordance with the requirements of A.R.S. §§ 49-1331 – 1335.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the Authority and Grantee agree as follows:

ARTICLE I - Definitions

- 1.1. “Act” means Title VI of the Social Security Act (42 § U.S.C. 801 et seq.), as amended.
- 1.2. “Application” means the Grantee’s application for financial assistance from the Water Conservation Grant Fund, attached to this Agreement as Exhibit A [*Grant Application*] and incorporated herein.
- 1.3. “ARPA” means the American Rescue Plan, Pub. L. No. 117-2 (March 11, 2021), as amended.
- 1.4. “Authority” or “WIFA” means the Water Infrastructure Finance Authority of Arizona
- 1.5. “Authorized Officer” means the Director of the Authority, or any other person or persons designated by the Director to act on behalf of the Authority, with respect to this Agreement.
- 1.6. “Award” means the specific grant amount awarded to Grantee as described in this Agreement.
- 1.7. “Scope of Work” means the program or project described in Exhibit C [*Scope of Work*], attached to this Agreement and incorporated herein.
- 1.8. “SLFRF” means the Coronavirus State and Local Fiscal Recovery Funds.
- 1.9. “Treasury” means the United States Department of Treasury.
- 1.10. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits.

ARTICLE II - Award

- 2.1. The Award. The Authority hereby agrees to provide the Grantee with an award in the amount of _____ (\$ _____) (the “**Award**”), subject to the terms and conditions set forth in this Agreement and availability of funds. The Authority shall make the Award available to Grantee upon execution of this Agreement by the parties. Subject to the Grantee’s compliance with all terms and conditions of this Agreement, and the continued non-existence of a breach or default, or any event, circumstance, act, or omission which with the giving of notice, the passage of time, or both would constitute a breach, default or give rise to the termination of this Agreement, the Authority agrees to disburse the Award to the Grantee in accordance with the provisions of Article III [*Disbursement and Funding*].
- 2.2. Acceptance of Award. Grantee hereby accepts the Award under the terms and conditions of this Agreement, and agrees to execute and return this Agreement to the Authority within thirty (30)

Water Conservation Grant Fund

calendar days of receipt unless Grantee receives a written waiver of this requirement by the Authority.

- 2.3. Purpose and Use of Award. Grantee agrees to undertake and complete the Scope of Work in a timely manner, and to receive and expend the Award in accordance with this Agreement. Grantee agrees to utilize the Award only for the purpose of implementing the Scope of Work. Any expenditure deviating from the Scope of Work shall require the Authority's prior written approval. Supporting documents and attachments from the Application are incorporated herein by reference. If content in the Application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement takes precedence.
- 2.4. Prior Costs Incurred. The Award may be used for costs incurred prior to the Effective Date of this Agreement, but may not be used for costs incurred or for which commitment was made before July 6, 2022.
- 2.5. Time of Performance. Grantee may use the Award for costs incurred and activities performed between July 6, 2022, and June 30, 2026.
 - 2.5.1. Grantee shall complete the Scope of Work no later than June 30, 2026.
 - 2.5.2. Grantee shall make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority. For purposes of this section, unless otherwise agreed to by the Authority in writing, "sufficient progress" means the Grantee has, at a minimum, complied with all schedules and deadlines listed in the Scope of Work.
 - 2.5.3. Grantee may submit to the Authority a written request to amend a Scope of Work's schedule, which the Authority may, but is not required to approve. The written request shall detail: (1) the nature of the delay(s); (2) the amended schedule dates; and (3) any efforts to be implemented to adhere to the amended schedule.
- 2.6. Benchmarks. Failure to adhere to the benchmarks listed below shall constitute a breach of this Agreement and may result in the loss of all or part of the Award. In addition to any schedule or deadline identified in the Scope of Work, Grantee shall, at a minimum, comply with the following benchmarks:
 - 2.6.1. Expend 5% of the Award by December 2, 2024.
 - 2.6.2. Expend 50% of the Award by December 31, 2025.
 - 2.6.3. Expend 75% of the Award by March 31, 2026.
- 2.7. Term of Agreement. This Agreement remains in effect until all reporting requirements described in this Agreement have been fulfilled by the Grantee and accepted by the Authority (the "**Term**").
- 2.8. Grantee Obligations. This Agreement constitutes the valid and binding obligations of the Grantee, enforceable in accordance with its terms. The obligation and utilization of the Award provided through this Agreement are subject to the proper observation of the Agreement and any requirements incorporated by reference.

Water Conservation Grant Fund

- 2.8.1. Assignments. The Grantee agrees not to transfer, assign, or pledge any right or interest in any payment or advance due pursuant to this Agreement, or any of the other benefits thereof, without the prior written consent of the Authority. Any such assignment made or attempted by the Grantee without the prior written consent of the Authority shall be void and of no effect. No consent by the Authority to an assignment by the Grantee shall release the Grantee as the party primarily obligated and liable under the terms of this Agreement, unless the Authority specifically releases the Grantee in writing.
- 2.8.2. Compliance with Applicable Laws. The Grantee shall perform all activities under this Agreement in accordance with all applicable (whether present or future) laws, ordinances, rules, regulations, requirements and orders of any governmental or administrative authority having or claiming jurisdiction over the Grantee's activities. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- 2.8.3. Subcontractors. Grantee shall require any subcontracting entities to observe and follow all provisions of this Agreement.
- 2.9. Exhibits. The terms and conditions of this Agreement include the terms and conditions set forth in the Exhibits, which are part of this Agreement.
- 2.10. Fund Availability. Any action by the Parties under this Agreement requiring the expenditure of funds is conditioned upon the availability of funds appropriated, assigned, and allocated for the payment of such obligation. If funds are not appropriated, assigned, allocated, and available or if the appropriation is changed by the legislature or the Governor's Office resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 2.11. Notices. All notices required or permitted under this Agreement, including technical correspondence, invoices, and reports from Grantee, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, mailed by registered or certified mail, or emailed to Grantee or the Authority at the following addresses:

WIFA Project Manager

Laurie Gehlsen, Grants Coordinator
Water Infrastructure Finance Authority of Arizona
100 N 7th Ave, Suite 130
Phoenix, AZ 85007
Direct: (480) 647-4462
LGehlsen@azwifa.gov

Grantee Project Manager

Either Party may designate any further or different addresses to which subsequent notices or other communications shall be sent, by notice in writing given to the other Party.

ARTICLE III - Disbursement and Funding

- 3.1. **Reimbursement Basis.** The Authority shall disburse the Award on a reimbursement basis, upon presentation of accurate and complete claims to the Authority. Except as hereinafter provided, disbursements shall be made only:
- 3.1.1. For reimbursement of expenses incurred in accordance with this Agreement; and
 - 3.1.2. When a request for reimbursement is submitted in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation as required by the Authority; and
 - 3.1.3. When an Authorized Officer of the Authority has determined that such disbursement is proper.
- 3.2. **Request for Reimbursement.** Grantee shall submit requests for reimbursement to the Authority using forms provided by the Authority on a monthly basis, unless otherwise approved by the Authority in writing. Requests for reimbursement shall be submitted to the Authority no later than the fifteenth (15th) day of each month. The Authority shall not distribute the Award to the Grantee until the Authority has received and processed a request for reimbursement. The Authority shall verify the request and claimed expenses against the reports required in this Agreement. To receive payment, requests for reimbursement for work performed during the term of this Agreement must be submitted no later than June 15, 2026, unless otherwise approved by the Authority in writing. A request for reimbursement must contain:
- 3.2.1. An itemized accounting of grant expenses incurred;
 - 3.2.2. Receipts, vendor invoices, documentation of in-kind labor, and other documentation of costs incurred;
 - 3.2.3. Certification that: the reimbursement amount requested is a proper cost as evidenced by attached invoices;
 - 3.2.4. Certification that the signatory is duly authorized to submit the reimbursement request; and
 - 3.2.5. Any additional documents or information deemed necessary by the Authority.
- 3.3. **Method of Disbursement.** The Authority may disburse the Award by check, electronic means, warrant, or other transfer medium basis within thirty (30) calendar days of the Authority's receipt

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of the request for reimbursement, subject to funding availability. An Authorized Officer of the Authority shall approve disbursements directly to Grantee and shall provide Grantee with a copy of the approval and the date approved.

- 3.4. Affirmation of Representations and Warranties. Each request for reimbursement, disbursement, or the receipt of the Award funds requested by the Grantee, shall constitute Grantee's affirmation that all representations and warranties of the Grantee as described in this Agreement or any Exhibit therein, are true and correct as of the date thereof and throughout the Term of the Agreement, unless the Grantee notifies the Authority to the contrary in writing prior to the request for reimbursement or release of the disbursement.
- 3.5. Withholding Disbursements. The Authority may elect in its sole discretion to withhold payment of the Award in whole or in part if Grantee breaches any provision of this Agreement or any Exhibit therein.
- 3.6. Required Notice. Grantee shall provide the Authority with immediate written notification:
- 3.6.1. Of any inability to expend the Award in accordance with the Scope of Work; and
- 3.6.2. Prior to any expenditure of the Award deviating from the Scope of Work.
- 3.7. Inspections – Expenses and Operations. Subject and pursuant to the provisions of Section 2.2 of the General Terms and Conditions included in Exhibit D, the Authority shall have the option to undertake an inspection of the Grantee's expenses and operations at any time to verify the information included in and with any and/or all requests for reimbursements under this Agreement.

ARTICLE IV - Representations and Warranties

- 4.1. Grantee hereby represents and warrants that it is a: (check appropriate)

- | | |
|---|---|
| <input type="checkbox"/> Municipal water delivery system as defined in A.R.S. § 42-5301. | <input type="checkbox"/> Natural resource conservation district. |
| <input type="checkbox"/> County water augmentation authority established under A.R.S. Title 45, Chapter 11. | <input type="checkbox"/> City, town, county, district, commission, authority or other public entity that is organized and that exists under the statutory law of this state or under a voter-approved charter or initiative of Arizona. |
| <input type="checkbox"/> County water authority established under A.R.S. Title 45, Chapter 13. | <input type="checkbox"/> Nongovernment organization that focuses on water conservation or environmental protection who has partnered with _____, an eligible entity as defined under A.R.S. § 49-1301. <i>If selected, Grantee must submit a completed Partnership Certification with this Agreement.</i> |
| <input type="checkbox"/> An Indian Tribe. | |
| <input type="checkbox"/> Community facilities district as established by A.R.S. Title 48, Chapter 4. | |
| <input type="checkbox"/> Public water system as prescribed in A.R.S. § 49-532. | |

- 4.2. Conflicts of Interest. The Parties each represent that, as of the date of execution of this Agreement, they are not aware of any facts or circumstances which would give rise to a cancellation right in

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- favor of any Party pursuant to A.R.S. § 38-511. Grantee represents and warrants that there exists no actual or potential conflict of interest between the Grantee's performance under this Agreement and the Grantee's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the Term of this Agreement, or any extension thereof, the Grantee shall immediately notify the Authority in writing.
- 4.3. Adverse Proceedings. Grantee represents and warrants that there are no proceedings pending or, so far as the Grantee knows, threatened, before any court or administrative agency that will materially adversely affect the Grantee's ability to fully perform the Scope of Work. During the Term of this Agreement, should proceedings arise that will materially adversely affect Grantee's ability to fully perform the Scope of Work, the Grantee shall promptly notify the Authority in writing.
- 4.4. Authority to Sign. Grantee represents and warrants that the Grantee and the person signing on behalf of the Grantee have the full power and authority to enter into and execute this Agreement, to legally bind the Grantee and to perform and comply with the terms and conditions set forth herein.
- 4.5. Debarment, Suspension, U.S. Government Restricted Party Lists. Grantee warrants that it is not, and its contractors or subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specifically Designated Nationals and Blocked Parties List, and neither the Grantee nor any contractors or subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- 4.6. Grantee Matching. Pursuant to A.R.S. § 49-1333(B)(4), at least a twenty-five percent (25%) match is required for each water conservation program or project.
- 4.6.1. Funds provided under one federal program may not be used to meet a non-federal match or cost-share requirements of another federal program. 2 CFR 200.306(b)(5).
- 4.6.2. As stated in the Treasury's SLFRF Final Rule, Grantees may fund a program or project "with both SLFRF funds and other sources of funding provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies."
- 4.6.3. Grantee's match requirement under this Agreement is a state requirement; matching is not required by ARPA. Grantee represents and warrants that Grantee has satisfied or will satisfy the state match requirement using permissible funding sources. Grantee's matching contribution may include cash contributions or in-kind contributions. Grantee's matching contribution may not include any monies provided by the Authority.
- 4.6.4. Failure to adhere to the state matching requirement under A.R.S. § 49-1333(B)(4) shall constitute a breach of this Agreement and may result in the loss of all or part of the Award.
- 4.7. Indemnification. Grantee shall protect, defend, indemnify, and hold harmless the Authority and its board and committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, Grantee's performance hereunder, Grantee's or Grantee's subcontractor's negligence including active or passive, or strict liability including but not

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limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Grantee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the Authority. The provisions of this section shall survive the expiration or termination of this Agreement.

- 4.8. Liability. Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to Grantee or relieve Grantee from fully performing any other obligation required of it under this Agreement; provided, however, that Grantee may have and pursue any and all other remedies provided by law for compelling performance by the Authority of such obligation assumed by or imposed upon the Authority. Neither the Authority nor its board or committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers or affiliates shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.
- 4.9. Permits. Grantee represents and warrants that all permits necessary or required in connection with the award have been or will be obtained, and all fees and bonds required in connection therewith have been or will be paid and/or posted as the circumstances may require.

ARTICLE V – Records and Reports

- 5.1. Financial Records. Grantee shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award and to comply with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. Records shall be maintained by the Grantee for a period of five years after the Award funds have been expended or returned to Treasury, whichever is later. Failure to maintain proper financial records required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.
- 5.2. Reporting Requirements. Grantee shall provide reports of all activities related to this Agreement both as identified in the Agreement and as requested by the Authority. Grantee shall also provide to the Authority any additional written information requested by the Authority in a timely manner and within reasonable deadlines as shall be set by the Authority.
- 5.2.1. All financial reports required under this Agreement shall be prepared in accordance with GAAP standards, and shall be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.
- 5.2.2. If there is any amount of the Award remaining after the Scope of Work is completed, Grantee shall report the remaining balance to the Authority.
- 5.2.3. Grantee shall comply with and abide by the U.S. Department of the Treasury's Project and Expenditure Report User Guide – State and Local Fiscal Recovery Funds, available at <https://home.treasury.gov/system/files/136/Apr-2023-PE-Report-User-Guide.pdf>.
- 5.2.4. Grantee shall provide the following performance metrics required for water-related infrastructure projects:

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- Projected/actual construction start date (month/year);
- Projected/actual initiation of operations date (month/year);
- Location;
- Whether the project prioritizes local hires;
- Whether the project has a Community Benefit Agreement, with a description of any such agreement;
- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund);
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund);
- Median Household Income of service area; and
- Lowest Quintile Income of the service area.

5.2.5. Failure to provide reports required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.

5.3. Monthly Reports. Grantee shall report to the Authority on Grantee's expenditure of the Grant and the status of the Scope of Work on the fifteenth (15th) day of each month following the date of this Agreement, and on the fifteenth (15th) day of every month thereafter until Grantee expends the entire Award or completes the Scope of Work, whichever is first. Monthly reports shall be in a form acceptable to the Authority. The Authority may revise the form of the monthly report from time to time. The Authority reserves the right to request additional reports relating to the expenditure of the Award or additional information as needed for ARPA reporting requirements.

5.4. Final Report. Audit. Grantee shall provide a final report (the "**Final Report**") in a form acceptable to the Authority.

5.4.1. The Final Report shall be submitted to the Authority within thirty (30) calendar days of one of the following occurrences: (1) the Award funds have been expended; (2) the Scope of Work has been completed; or (3) the Agreement has otherwise been terminated. Notwithstanding the foregoing, the Final Report shall be submitted to the Authority no later than June 15, 2026.

5.4.2. The Final Report shall contain the information deemed necessary by the Authority.

5.4.3. Following the receipt and approval of the Final Report, the Authority will notify Grantee in writing that the Agreement is administratively closed.

5.4.4. After the project is administratively closed, Grantee shall submit all required audits to the Authority. All audits for fiscal years in which Grantee received Award funds from the Authority must be received, reviewed, and found to be satisfactory by the Authority.

5.4.5. In the event that the Authority determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Grantee shall refund such monies back to the Authority.

ARTICLE VI - Enforcement & Remedies

- 6.1. **Breach.** The Parties agree that all conditions set forth herein are material to this and the occurrence of any of the following events is a Grantee breach under this Agreement:
- 6.1.1. Any certification, statement, representation, or warranty contained in this Agreement or report required under this Agreement, the Application, or any other document related to the award which the Authority determines at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.
 - 6.1.2. The Grantee's failure to comply with each and every term, covenant, condition, and/or agreement contained in this Agreement.
 - 6.1.3. The Grantee's failure to make sufficient progress on the Scope of Work, in good faith and in manner acceptable to the Authority in accordance with sections 2.5 and 2.6 of this Agreement.
 - 6.1.4. The Grantee's use of the Award proceeds for any purpose other than as authorized under the provisions of this Agreement.
 - 6.1.5. The Grantee fails to comply with any law, ordinance, code, order, rule, or regulation of any governmental or administrative authority having jurisdiction over the Scope of Work within thirty (30) calendar days after notice in writing of such failure to comply has been given to the Grantee from such governmental or administrative authority.
- 6.2. **Notice of Breach. Cure Period.** Upon the occurrence of a breach, the Authority shall issue a written notice of breach, identifying the nature of the breach and providing thirty (30) calendar days (or a lesser or additional time as may be agreed to by the Parties) in which the Grantee shall have an opportunity to cure the breach. Time allowed for cure does not diminish or eliminate Grantee's liability for damages.
- 6.3. **Default.** If Grantee fails to cure a breach within the period specified in the written notice, Grantee is in default of its obligations, and the Authority may exercise any or all of the following remedies:
- 6.3.1. Withhold applicable payment until the default is remedied;
 - 6.3.2. Terminate this Agreement, in whole or in part;
 - 6.3.3. Recapture Award funds provided to Grantee under this Agreement, in whole or in part;
 - 6.3.4. Suspend or de-obligate the Grantee's authority to receive any undisbursed proceeds of the award; and/or;
 - 6.3.5. Proceed at any time, or from time to time, to protect and enforce all rights and remedies available to the Authority, including demanding repayment of Award funds, by suit or other appropriate proceedings, whether for specific performance of any covenant, term, or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law, regulation, or in equity.

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- 6.4. Good Faith. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this Agreement.
- 6.5. De-obligation. The Authority may de-obligate Award funds under this Agreement upon written notice to Grantee. The Authority may de-obligate and reduce Award funds under the following circumstances:
- 6.5.1. Grantee has completed performance under the Scope of Work without using all of the Award provided by the Authority under this Agreement;
 - 6.5.2. This Agreement expires and all Award funds have not been expended;
 - 6.5.3. Grantee, with the consent of the Authority, cancelled or changed an activity required under the Scope of Work for reasons other than nonperformance;
 - 6.5.4. This Agreement has otherwise been terminated in whole or in part; or
 - 6.5.5. Mutual consent by the Parties.
- 6.6. Disallowed Costs. An expenditure that is reimbursed under this Agreement and that does not comply with this Agreement shall constitute a disallowed cost and be subject to recapture by the Authority and repayment to the Authority. Within fourteen (14) calendar days of the date of the Authority's written notice to Grantee, unless a longer period is approved by the Authority in writing, Grantee shall repay the Authority any portion of the Award paid by the Authority which the Authority has in its sole discretion determined constitutes a disallowed cost.
- 6.7. Repayment. Grantee agrees to repay the Award in whole or in part if the Authority determines that Grantee has failed to use the Award in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. The Authority may specify, in writing, the terms of the repayment or alternative terms in lieu of repayment, however, in no such case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination of non-compliance by the Authority. This section does not apply to a Grantee's failure to make sufficient progress on the Scope of Work of this Agreement, provided Grantee made good faith efforts to complete the Scope of Work within the time for performance.
- 6.8. Remedies Cumulative and Concurrent. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity by statute. Every right, power, and remedy given to the Authority shall be concurrent and may be pursued separately, successively, or together against the Grantee, and every right, power, and remedy given the Authority may be exercised from time to time as often as may be deemed expedient by the Authority.
- 6.9. Strict Performance. No delay or omission of the Authority to exercise any right, power, or remedy accruing upon the happening of a Default shall impair any such right, power, or remedy, or shall be construed to be a waiver of any such Default or any acquiescence therein. No delay or omission on the part of the Authority to exercise any option granted to the Authority under this Agreement, in any one or more instances, shall constitute a waiver of any such Default and each such option shall remain continuously in full force and effect.

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- 6.10. Attorneys' Fees and Costs. In the event of Grantee's breach of this Agreement, Grantee agrees to pay any and all costs and expenses, including attorneys' fees, incurred by the Authority in connection with the enforcement of this Agreement. If the Authority terminates this Agreement for cause, any costs incurred shall be the Grantee's responsibility.

ARTICLE VII - Miscellaneous

- 7.1. Amendments and Modifications. This Agreement may be amended by mutual agreement in writing between Grantee and the Authority. Any request to amend this Agreement by Grantee must be in writing and state the amendment request and reason for the request. Grantee shall make requests in a timely manner and in no event less than thirty (30) calendar days before the effective date of the proposed amendment. Any amendment, modification, or extension of this Agreement must be submitted through the Sub-recipient Management Tool (SRM), eCivis, and approved by both Parties.
- 7.2. Insurance. Grantee agrees to comply with the Insurance Requirements set forth in Exhibit D [General Terms and Conditions]. Failure to maintain the required insurance at all times shall constitute a breach of this Agreement that is subject to penalties up to and including suspension of payments and/or termination of this Agreement.
- 7.3. Permits/Licenses/Authorizations. It shall be the Grantee's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the Scope of Work or required to be obtained by the time of completion of the Scope of Work to be eligible for reimbursement funds under this Agreement.
- 7.4. No Implied Duties. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law. This Agreement does not imply Authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- 7.5. No Obligation of State General Appropriations Funds. Nothing herein shall be construed as obligating state general appropriation funds for payment of any debt or liability or any nature arising hereunder. The parties expressly recognize that payments to be made by the Authority under this Agreement may come from federal funds made available to the Authority for this purpose.
- 7.6. Survival. Those articles, sections, and subsections of this Agreement which by their nature are intended to survive, including, but not limited to, the Grantee's Representations and Warranties and Indemnification, shall survive the completion of the Scope of Work and the expiration or earlier termination of this Agreement.
- 7.7. Time of the Essence. Time is of the essence with regard to each provision of this Agreement as to which time is an element.
- 7.8. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing between the Parties, Grantee agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from this Agreement, and any news articles, brochures, seminars, or other promotional materials or media or events through which Grantee publicizes the Scope of Work funded in whole or in part by this Agreement will acknowledge the Authority's support in the following manner: "Funding has been provided by/contributed by the Water Infrastructure Finance Authority of Arizona."

Water Conservation Grant Fund

- 7.9. Entire Agreement. This Agreement and any attached Exhibits shall constitute the entire agreement of the Parties relating to the Award and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral, or written.

Exhibit A	Grant Application
Exhibit B	Board Resolution
Exhibit C	Scope of Work
Exhibit D	General Terms and Conditions
Exhibit E	Federal Provisions
Exhibit F	Affidavit
Exhibit G	Reimbursement Request & Monthly Reporting Form
Exhibit H	Partnership Certification (<i>if applicable</i>)

ARTICLE VIII - Certification & Signatures

The Grantee, _____, hereby accepts this Agreement according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the Scope of Work complies with all applicable state, local, and federal laws and regulations, and that I am authorized to enter into and sign a binding Agreement with the Authority

By: _____ Date: _____
 Signature

 Print Name and Title

For: _____ Tax ID No.: _____
 Grantee Name

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

Signature
Chuck Podolak
Printed Name
Director, Water Infrastructure Finance Authority
Title
Date

Signature
Printed Name
Title
Date

EXHIBIT A

Application

[See attached]

Applications: Radio Read Meter Replacement Program

Profile

sknaggs@flagstaffaz.gov

Entity Name:

City of Flagstaff

I. General Information**1. Title of Project:**

Radio Read Meter Replacement Program

2.Type of Conservation Activity (A.R.S. § 49-1332(B)):

Programs and projects that reduce water use Per A.R.S. 49-1332(B)(2)

Note: for the purpose of the application, the term project and program will be referred to as “conservation activity”

3. Is this for an individual Water Conservation Project or a general Water Conservation Program?

Water Conservation Program

Please describe the specific components that make it a program.

This program replaces older, less efficient meters with high-accuracy meters that have leak detection capability. This program is supported in the capital program through customer rates, with a target of replacing 10% of the system's equipment annually or approximately 2,300 meters and ERTs, in order to maintain a ten year life cycle.

4. What is the location of conservation activity?

City:

Flagstaff

County:

Coconino

Program/Project Congressional District (check all that apply)

2

Program/Project Legislative District (check all that apply)

6, 7

Watershed

Rio de Flag

Active Management Area (if applicable):

N/A

Irrigation Non-Expansion area (if applicable):

N/A

5.Conservation Activity Cost

Amount requested from the WCGF for this activity:

\$750,000.00

Amount of matching funds:

\$250,000.00

Total conservation activity cost:

\$1,000,000.00

When applying for the grant, note that a single water conservation program grant may not exceed \$3,000,000. A single water conservation project grant may not exceed \$250,000. The WCGF requires at least a twenty-five percent match for each water conservation program or project.

6. What is the estimated water savings in acre-feet per year?

70

Explain calculation:

70 acre-feet Flagstaff sells about 7,000 acre-feet of water per year, or 2.28 billion gallons of water per year. Assuming 1% - 5% savings from a full radio read and ERT program, equates to 70 to 350 acre-feet per year. A 2022 study from the American Water Works Association that states that customers who have additional information about their water usage provided by smart meter technology are able to reduce their daily water usage in the range of 6.3 to 12.1 percent. Given the radio read and ERT replacement is one part of getting customers access to reviewing their data real-time, we are estimating that the additional technology afforded to Customer Service, Distribution, and Water Conservation teams will save from 1%-5% water savings. The 2020 Water Conservation Strategic Plan included a measure on utilization of AMI data via new meter technology to reduce water lost to leaks. This model calculated that a 25% decrease in all internal and external leaks across all customer classes would result in an annual water savings of 139 AF. Savings of 20%-50% on leaks are based on SFPUC case study per Julie Ortiz ppt at 2019 Peer-to-Peer "AMI: Everything you need to know to run a successful program."

7. What is the expected duration of the conservation activity?

This program will take approximately 24 months to install these meters and ERTs and replace incompatible out-of-date meters with radio read meters. Installation will be completed well before the December 31, 2026, close-out requirement. The longevity of this program is expected to be beyond the life of the meter since the program is on-going. This investment will have a meaningful impact over time.

II. Conservation Activity Benefits and Results

8. What is the water conservation activity you propose to fund with grant monies? Describe in detail.

The City of Flagstaff currently services over about 21,500 meters ranging in size from ¾-inch to 6-inch meters. These meters are critical infrastructure components for measuring the water consumed and billed in the community. Accuracy and dependability in metering water use remain a top priority for the City of Flagstaff. Equipping each meter with an Encoder Receiver Transmitter (ERT) allows the City of Flagstaff to enhance customer service, protect revenue, forecast consumption, analyze flows and leverage detailed consumption data. Managing this data helps maintain reasonable costs for the utility and the customer and reduces the amount of water used and lost by creating awareness of how water is used and monitoring the system for leaks. With the information received from the system, the City of Flagstaff can proactively engage with our customers to help save them money and water.

Keeping this system functioning and working to improve the data management relies on accurate meter readings and transmitting of the data. One of the primary measures the City of Flagstaff takes to ensure the best operation of the system is a diligent replacement program for both the meter and the ERT. The Radio Read Meter Replacement program targets replacing 10% of the system's equipment annually, or about 2,300 meters, and ERT to maintain a ten-year life cycle.

We propose to purchase up to 2000 Itron Gen5 500W ERT Modules to add as upgrades to existing or new meters. We will replace outdated meters, including about 70 manual read meters, with Neptune Mach 10 Ultrasonic Meter. The most common size meter is ¾-inch, for residential use, but there may be a demand for larger meters

Installations will be performed by an outside contractor. This project includes software upgrades with the customer service-billing integration and staff training to effectively assist customers with monitoring their water use and possible usage-leak data.

9. What is the source of the water that will be conserved? If it is mainstem Colorado River water or Colorado River water delivered through the Central Arizona Project, please clearly indicate so.

Water provided to customers comes primarily from groundwater from the C aquifer (70%), surface water from Upper Lake Mary reservoir (25%) and the combined shallow groundwater and springs from the Inner Basin of the San Francisco Peaks.

10. Describe the community (population size, demographics, principal economic activities, etc.) impacted by the conserved water.

Flagstaff is the largest community in northern Arizona at just under 80,000 people. A hub for commerce, higher learning, jobs, and recreation. Home to Northern Arizona University, Gore, Purina, Joy Cone, and many other industries. Flagstaff sees five million tourists per year. The program will accelerate the replacement of outdated water meter and endpoint technology with radio-read meters, and electronic endpoints capable of communicating real-time water use and alerting of leaks. This activity will impact over 20,000 potable and reclaimed water meters across Commercial, Manufacturing, Construction, Multifamily and Single-family Residential, and Municipal customers in Flagstaff's service area.

11. What is the extent to which your water conservation activity achieves one or more of the following (select all that apply):

Improvements in water use efficiency, Improvements in water reliability

Describe:

Advanced metering technology is an improvement in water use efficiency. Improved metering and connectivity tracks water use and identifies leaks in real time.

Efficient water tracking adds reliability to City's water system.

12. What is the extent to which your water conservation activity addresses one or more of the following:

Reliance on non-renewable water supplies

Describe:

This metering program is one of the actions of the City's Water Conservation Strategic Plan. Conservation achievements result in less community-wide water use over time and reduce the total volume of reliance on non-renewable water supplies (groundwater)

13. How will your water conservation activity align with a local, regional, or statewide water plan or integrated resource management plan?

This activity aligns with several local resource management initiatives. In 2014, City Council adopted the Flagstaff Regional Plan 2030. Policy WR.2.3. is to develop programs to minimize lost and unaccounted-for water to acceptable levels. The level recommended by Water Services, as a rule of thumb, is the State of Arizona's requirement of 10% or less for water providers in an Active Management Area. Additionally, Goal WR.4. is to logically engage...water services...to provide efficient delivery of services. Our Water Conservation staff are implementing the Non-revenue Water (NRW) Audit Management Program (which was another application submitted for a WIFA Water Conservation Grant) as an outcome of the Council-adopted Water Conservation Strategic Plan in 2020. The first phase of our NRW audit identified approximately 675 of acre-feet of water loss annually attributed to real losses, part of which is believed to originate with the meters.

14. What are the costs and benefits of your water conservation activity, including any environmental impacts?

The program's costs include the meter cost, the ERT cost, installation, commissioning, routine maintenance, and the cost to maintain the program, such as internal training, planning, and data extraction. The benefits of this conservation activity include reduced operations cost, by not having employees physically read meters. In addition, installing these meters and ERTs can save customers money if a leak is detected and alerts the customer before the bill. The sooner a leak is fixed, the less a customer will be billed for the excess water usage and the more water that is saved through conservation.

There are numerous additional benefits of this program:

1. Reducing the amount of water being used conserves water for future use but also means less water is brought back through the effluent system which requires treatment before discharge.
2. Water saved means less water produced and a reduction in treatment cost. These costs includes the reduced use of electricity, fuel, and chemicals during the treatment process.
3. The overall water infrastructure will benefit from reduced water usage which will extend the lifespan of these systems.
4. The environmental impact is through less pumping of groundwater which is retained in the aquifer. With the recent droughts and water shortages throughout the state, all water saving activities benefit from preserving water supplies.

15. How will you measure the effectiveness of the conservation activity?

An important component of the City's 2020 Water Conservation Strategic Plan is to track and report on the performance of the programs recommended in the plan. Water Conservation Program Staff are already utilizing data collected through the advanced meters to track various elements of conservation efforts.

The effectiveness of the program can be measured directly from the large amount of data that will be collected from the system, which will be evaluated by our customer service and water conservation teams. The data derived from the smart meters will provide direct indication of customer water usage during drought conditions, at different times of the day and year. The evaluation of this data will benefit water conservation strategies by showing direct indicators of water usage. The metric of water saved, after implementation, is the most obvious indicator of program effectiveness but not the only one. The City anticipates that conservation will be gained by alerting customers to leaks sooner.

The City's Gallons per Capita per Day (GPCD), a measurement of how much water each customer uses each day, is a direct measurement of the City's water conservation efforts. It is projected that GPCD will decrease as customers recognize and try to reduce their usage.

Additionally, Flagstaff's completion of the annual AWWA Water Audit will help identify water savings and impact of this program to its non-revenue water accounting of water losses.

III. Funding Sources

16. If your water conservation activity is eligible for funding from WIFA's Long-Term Water Augmentation Fund or Water Supply Development Fund, does the nature of your conservation activity make funding from those funds impractical, and why?

The City does not believe this project would qualify for the Water Supply Development Fund since this project is a gain in efficiency and not a new water supply project. The City does not meet the current qualifications for the Long-Term Water Augmentation Fund.

17. Would the conservation activity be otherwise implemented without this grant funding? Explain.

Yes, but at a slower roll out rate

18. To what extent will your water conservation activity maximize or leverage multiple available funding sources, including federal funding?

This program matching funds are budgeted in Water Services' Capital Improvement Program and operational budgets.

19. Are there cost-sharing opportunities with other applicants or other parties? Explain.

No. Flagstaff Water Services serves the majority of City Limits - water is not imported from another provider.

20. What is the source and amount of the match (including in-kind match)?

City water rates are the source of the \$250,000 in matching funds

IV. Capacity, Feasibility, & Public Comment

21. What qualifications and capacity do you have for completing your proposed water conservation activity? Include any past managerial deficiencies and provide the name(s) and qualifications of the individual(s) or entities who will be managing this activity.

Involved in this project:

Rick Tadder, Management Services Director, xx years with the City overseeing finance and customer service

Patrick O'Connor, Water Distribution and Collections System Section Manager, 26 years with the City overseeing meter and metering technology installations totaling over 10,000 meters

Jessica Kittleson, Customer Service Manager, 4 years with the City overseeing customer billing and meter reading program

22. Will there be significant management impacts as the result of the proposed conservation activity, or any technology associated with the conservation activity? (For example: additional costs or staffing requirements)

Yes, completing the phases of the meter program involves collaboration with staff in water production, water distribution, and customer service. We will use a sub-contractor to help install the water meters for the Radio Read Program.

23. Will the proposed conservation activity promote collaborative partnerships to address water-related issues? Explain.

No

24. What is the stakeholder involvement in the conservation activity planning process?

Both community and internal stakeholders were heavily involved in our Water Conservation Strategic Plan process, which resulted in the selection of water loss measures as a priority (among others). For the implementation of the proposed program described in this proposal, the primary stakeholder involvement will be internal to City of Flagstaff. The main participants include routine partnerships and collaboration with our Customer Service, Distribution, and Production staff.

25. Will the proposed conservation activity include public outreach and opportunities for the public to learn about the conservation activity? Explain.

Our communications team produces a monthly blog highlighting the benefits of projects like this. The benefits of water conservation, and the source of funds from WIFA WCGP, will be mentioned on this website. <https://www.flagstaff.az.gov/4237/Capital-Improvement-Map>. We also network and share best practices with neighboring water systems, and there would be an opportunity to educate them.

26. Is there community and/or sector support for the conservation activity? Explain.

Yes, water use, water supply, and water efficiency was an important topic during the development of the Regional Plan 2030 in about 2012-2014, which included extensive stakeholder involvement. In 2018-2020 we undertook an extensive community stakeholder engagement process while working on our Water Conservation Strategic Plan. An Advisory Committee and Stakeholder Group, both composed of City staff as well as members of the general public, provided input on which conservation activities were the highest priority to the Flagstaff community. This input was gathered through both public surveys and community meetings. Community members were asked to review the measures list and indicate their preferences. These efforts resulted in the selection of our final list of conservation activities, which included system water loss abatement efforts. The importance of addressing system leaks and losses was a recurring theme amongst Flagstaff stakeholders.

Regarding sector support, the City of Flagstaff received Gold certification under the Alliance for Water Efficiency G480-20 Water Conservation and Efficiency Program Operation and Management Standard. This is a voluntary standard that water providers can adopt at their discretion. The G480-20 Standard describes the critical elements of an effective water conservation and efficiency program. This standard encompasses activities undertaken by a utility within its operations to improve water use on the supply side upstream of customer meters through distribution system management and on the demand side through customer billing and education practices.

27. How feasible is it to complete your water conservation activity? Explain.

The City of Flagstaff water distribution and customer services teams have been successfully changing out meters and integrating newer meter technology into Flagstaff's water system for decades. However, if more meters are purchased under this grant award, we will need a sub-contractor to install the water meters before the end of 2026. Patrick O'Connor is the team lead for Water Distribution. He has been with the City for 28 years and is very familiar with installing meters. Jessica Kittleson has served as the team lead for Customer Service for 4 years. She will oversee the integration of new meters into the Harris Customer Information Systems program. She also oversees the meter reading personnel

28. If the conservation activity is a continuation of ongoing activities, has the activity been shown to be effective? If a new activity, has the proposed project, technology, or technique previously been implemented?

Yes, the proposed radio read meter program will implement established BMPs. We look towards the American Water Works Association (AWWA) and U.S. Environmental Protection Agency (EPA) for these BMPs. The advanced meters have afforded our water conservation staff to help customers view their water use and determine where leaks might be in the home.

29. Will the proposed conservation activity implement an established Best Management Practice? Explain.

Yes, the proposed conservation activity will implement established Best Management Practice (BMPs). We look towards the American Water Works Association (AWWA) and U.S. Environmental Protection Agency (EPA) for these BMPs. For example, customer service and water conservation staff can view commercial and industrial sites, hospitals, restaurants, multifamily buildings, etc., which have particular patterns of water consumption, an especially useful tool for city staff. We can help them understand and manage their water use, help facilities establish an effective water management program, and identify projects and practices that can reduce facility water use.

Additional Supporting Documentation (pdf, jpg, word, excel)

WCGF Budget Meters.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

City of Flagstaff - Water Infrastructure Master Plan - Executive Summary Final.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

Neptune Mach 10 Meters.pdf

Additional Supporting Documentation (pdf, jpg, word, excel)

Additional Supporting Documentation (pdf, jpg, word, excel)

Average Score

of Reviews

0

of Denials

0

Please use the following link to view the Budget

Budget Worksheet

View Budget Worksheet

<https://portal.ecivis.com/#!/peerBudget/A5D5F425-4A6F-48AA-B444-8CFD8A7E3A06>

Application Goals

View Application Goals

<https://portal.ecivis.com/#!/peerGoals/6A42A34D-30C1-4D7A-A1D6-A11EFE2B3138>

EXHIBIT B

Board Resolution

[See attached]

Grant Resolution 2024-035– City of Flagstaff

Water Infrastructure Finance Authority of Arizona

Section 1: Resolution

WHEREAS, the Water Infrastructure Finance Authority of Arizona (the “*Authority*”) has received from City of Flagstaff (the “*Local Grantee*”) a request (the “*Grant Application*”) for the Water Conservation Grant Fund (the “*Grant*”); and

WHEREAS, the Authority has determined that the Local Grantee has met the applicable requirements of the American Rescue Plan Act (“ARPA”), and Arizona Revised Statutes §§ 41-2702 et seq. and 49-1331 et. seq.; and

WHEREAS the terms and conditions under which the Grant will be made and the obligations of the Local Grantee will be set forth in a grant agreement (the “*Grant Agreement*”) to be executed by the Local Grantee and the Authority.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUTHORITY AS FOLLOWS:

The Board approves the Grant Application.


The Director of the Authority is hereby authorized and directed to execute the Grant Agreement with the Local Grantee to evidence a Grant in accordance with all applicable laws, the Grant Application, and the Summary detailed in Section 2 of this Grant Resolution.

The Director and other Authority officials, as appropriate, are authorized and directed to sign any document and take such actions as necessary and appropriate to consummate the transactions contemplated by this Resolution.

This Resolution shall take effect immediately.

Dated: September 20, 2023

By: David Beckham
David Beckham (Sep 20, 2023 12:56 PDT)
Chairman

Attest: 
Director

Grant Resolution 2024-035– City of Flagstaff

Water Infrastructure Finance Authority of Arizona

Section 2: Summary

2.1 Grant Number

WC3-115-2024

2.2 Description

This conservation program includes replacing outdated meters with ultrasonic meters to enhance customer service, protect revenue, forecast consumption, analyze flows, and leverage detailed consumption data for the City of Flagstaff.

2.3 Grant Amount Requested

\$750,000

EXHIBIT C

Scope of Work

Program/Project Title:	
Grant Award:	
Match Amount and Source of Match (Cash and/or In-kind):	<i>(Breakdown the amount of cash and/or in-kind match being provided)</i>
Scope of Work:	
Purpose of project/program:	

Estimated grant draws by month for the fiscal period beginning November 2023 and ending June 2026

Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
\$	\$	\$	\$	\$	\$
Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
\$	\$	\$	\$	\$	\$

Note all grants must adhere to the following benchmarks as described in section 2.6.3 of this grant agreement.

- *Expend 5% of the Award by December 2, 2024.*
- *Expend 50% of the Award by December 31, 2025.*
- *Expend 75% of the Award by March 31, 2026.*

Scope of Work Schedule Narrative:
<i>(Describe timelines, expectations of when projects will start/complete, etc.)</i>

EXHIBIT D

General Terms and Conditions

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

1. Agreement Interpretation.

- 1.1. Captions and Headings. The captions and headings contained in this Agreement are included for convenience of reference only and are not intended to limit or enlarge the terms of this Agreement.
- 1.2. Choice of Law. The substantive laws of Arizona shall govern the interpretation, validity, performance and enforcement of this Agreement. A tribal government, by executing this Agreement, hereby waives any defense it may have of tribal sovereign immunity for the limited purpose of providing for the enforcement of this Agreement in accordance with its terms.
- 1.3. Date Calculation. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 1.4. Implied Agreement Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- 1.5. Order of Precedence. In the event of a conflict in the provisions of the Agreement, as accepted by the Grantee and the Authority, and as they may be amended from time to time, the following shall prevail in the order set forth below:
 - 1.5.1. Federal provisions;
 - 1.5.2. Agreement Amendments;
 - 1.5.3. Agreement; then
 - 1.5.4. General Terms and Conditions.
- 1.6. Relationship of Parties. Neither Party to this Agreement shall be deemed to be the employee or agent of the other Party to the Agreement.
- 1.7. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.
- 1.8. Third-Party Rights. Nothing in this Agreement is intended to create any third-party beneficiary rights; and Grantee and the Authority expressly state that this Agreement does not create any third-party rights of enforcement.
- 1.9. Waivers. No term or provision hereof will be considered waived by either Party, and no breach is excused or consented to by either Party, unless such waiver or consent is in writing and signed on behalf of the Party against whom the waiver is asserted. No express or implied consent by either Party to, waiver of, or failure of a Party to enforce its rights with respect to a breach by the other Party shall constitute consent to or, waiver of any subsequent or other breach by the other Party. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement

shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

2. Agreement Administration and Operation.

- 2.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to generally accepted accounting procedures.
 - 2.2. Audits and Inspections. The Authority shall have the right of access to records of the Grantee in order to conduct audits or other investigations. Upon request, the Authority's authorized representatives shall be provided with access and shall have the right to examine all documents, financial records, facilities, and activities related to Grantee's performance of this Agreement and to the receipt and expenditure of the Award. Grantee agrees to rectify issues identified in audits within the Authority prescribed time periods. Failure to comply with the request for audit or inspection, or a lack of documentation and records, is cause for termination of this Agreement or withholding of future disbursements.
 - 2.3. Audit Exceptions. If federal or state audit exceptions are made relating to this Agreement, Grantee shall reimburse all costs incurred by the State of Arizona and the Authority associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from the Authority, Grantee shall reimburse the amount of the audit exception and any other related costs directly to the Authority as specified by the Authority in the notification.
 - 2.4. Procurement. Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The Authority may review any procurement solicitations that Grantee issues. The Authority's review and comments will not constitute an approval of the solicitation. Regardless of the Authority's review, the Grantee remains bound by all applicable laws, regulations, and Agreement terms. If during its review, the Authority identifies any deficiencies, then the Authority shall communicate those deficiencies to the Grantee within seven (7) business days.
 - 2.5. Retention. Pursuant to A.R.S. § 35-214 and 35-215, Grantee shall retain all records relating to this Agreement for a period of five years from the date of final payment to Grantee or as required by applicable law, whichever is longer.
3. Insurance. Grantee and its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subcontractors.
- 3.1. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Agreement by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.
 - 3.2. Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below.

Water Conservation Grant Fund

3.2.1. Commercial General Liability (CGL) – Occurrence Form. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

3.2.1.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

3.2.1.2. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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3.2.2.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non- owned by the Grantee.

3.2.2.2. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3. Workers' Compensation and Employers' Liability.

• Workers' Compensation Statutory	
• Employers' Liability	
o Each Accident	\$1,000,000
o Disease – Each Employee	\$1,000,000
o Disease – Policy Limit	\$1,000,000

3.2.3.1. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3.2.3.2. This requirement shall not apply to any entity that is exempt under A.R.S. § 23-901, and when such entity executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

- 3.3. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
- 3.3.1. The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Authority, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E).
- 3.3.2. Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Agreement.
- 3.4. Notice of Cancellation. Applicable to all insurance policies required within the Insurance Requirements of this Agreement, Grantee's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).
- 3.5. Acceptability of Insurers. Grantee's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.
- 3.6. Verification of Coverage. Contractor shall furnish the Authority with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Grantee has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates. All such certificates of insurance and policy endorsements must be received by the State before work commences. The Authority's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of the Agreement. All certificates required by this Agreement shall be sent directly to the Authority. The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The Authority reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
- 3.7. Subcontractors. Grantee's certificate(s) shall include all subcontractors as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Authority reserves the right to require, at any time throughout the life of this contract, proof from the Grantee that its subcontractors have the required coverage.
- 3.8. Exceptions. In the event the Grantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self- insurance. If the Grantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

4. Certifications Required by State Law.

- 4.1. If the Grantee is a Company as defined in A.R.S. § 35-393, the Grantee certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. § 35-393 and will refrain from any such boycott for the duration of this Agreement.
- 4.2. The Grantee further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
- 4.3. Immigration Laws. Grantee certifies and warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that any contractor or subcontractor who is contracted by Grantee to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The Authority retains the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.
- 4.4. Non-Discrimination. Grantee certifies and warrants that it shall comply with the provisions of State Executive Order 2009-9. In performing this Agreement, Grantee shall not, and shall ensure that any and all contractors, subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious cred, national origin, physical disability, mental disability, medical condition, age, marital status, or any other basis prohibited under law. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
5. Reversion of Remaining Funds. Upon expiration or termination of this Agreement, Grantee shall transfer to the Authority any unexpended funds provided to Grantee by the Authority under this Agreement.

Acknowledgment

The Grantee, _____, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: _____
Signature

Date: _____

Print Name and Title

For: _____
Grantee Name

Tax ID No.: _____

EXHIBIT E

Federal Provisions

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Grantee provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Grantee's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances apply to all federal financial assistance from, or funds made available through the Department of the Treasury, including any assistance that the Grantee may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Grantee's program(s) and activity(ies), so long as any portion of the Grantee's program(s) or activity(ies) is federally assisted in the manner prescribed above.

All defined terms used herein that are not otherwise defined or described herein, shall have the meanings ascribed to them in the Agreement attached hereto.

ARTICLE I - ARPA Terms and Conditions

- 1.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to Generally Accepted Accounting Principles. As defined by 2 C.F.R. Part 200, Subpart A, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board.
- 1.2. Use of Funds. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- 1.3. Capabilities. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 1.4. Reporting. The Grantee agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 1.5. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 1.6. Pre-Award Costs. Pre-award costs are allowable only to the extent permitted in 2 C.F.R. § 200.458. Pursuant to the Treasury's SLFRF FAQ, Section 2.6, the ARPA final rule permits funds to be used to cover costs incurred beginning on March 3, 2021. Pre-award costs shall be allowable subject to the terms and conditions of the Agreement.

- 1.7. Administrative Costs. Grantee may use funds provided under this award to cover both direct and indirect costs.
- 1.8. Compliance with Applicable Law and Regulations. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:
 - 1.8.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - 1.8.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - 1.8.3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - 1.8.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - 1.8.5. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - 1.8.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - 1.8.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - 1.8.8. Generally applicable federal environmental laws and regulations.
- 1.9. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - 1.9.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - 1.9.2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

- 1.9.3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - 1.9.4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
 - 1.9.5. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 1.10. Remedial Actions. In the event of Grantee's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
 - 1.11. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 - 1.12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] by the U.S. Department of the Treasury."
 - 1.13. Debts Owed the Federal Government. Any funds paid to Grantee: (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Grantee shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
 - 1.14. Disclaimer. The United States expressly disclaims all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.
 - 1.15. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of

gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- 1.15.1. A member of Congress or a representative of a committee of Congress.
 - 1.15.2. An Inspector General.
 - 1.15.3. The Government Accountability Office.
 - 1.15.4. A Treasury employee responsible for contract or grant oversight or management. An authorized official of the Department of Justice or other law enforcement agency;
 - 1.15.5. A court or grand jury; or
 - 1.15.6. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - 1.15.7. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 1.16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

ARTICLE II – Civil Rights Compliance

- 2.1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2.2. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and

- agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
- 2.3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: April 30, 2025.
 - 2.4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.
 - 2.5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
 - 2.6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
 - 2.7. Grantee shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.
 - 2.8. Grantee shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department of the Treasury if Grantee has received no complaints under Title VI.
 - 2.9. Grantee must provide documentation of an administrative agency or court's findings of non-

compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other OMB Approved No. 1505-0271 Expiration Date: April 30, 2025, agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

- 2.10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law. Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Grantee's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Grantee is in compliance with the aforementioned nondiscrimination requirements.

ARTICLE III - Conflicts of Interest Acknowledgment

- 3.1. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity (program or project) funded under this award. Grantee must disclose in writing to the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
 - 3.1.1. The Grantee must maintain standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
 - 3.1.2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 3.1.3. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. However, Grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

ARTICLE IV - Debarment and SAM.GOV Certification

- 4.1. The Grantee certifies that, neither the Grantee nor any owner, partner, director, officer, or principal of the Grantee, nor any person in a position with management responsibility or responsibility for the administration of federal funds:
 - 4.1.1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or

voluntarily excluded from covered transactions by any federal or state department/agency;

- 4.1.2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 4.1.3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- 4.1.4. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 4.2. The Grantee is “Actively” registered with SAMS (Service for Award Management) and has been assigned the following UEI Number: _____ found at www.sam.gov.
Include date SAM.GOV registration begins and ends
_____.
- 4.3. The Grantee further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

ARTICLE V - Lobbying Certificate Disclosure

- 5.1. For each bid, request for reimbursement, or offer, that exceeds \$100,000, the Grantee certifies, to the best of his or her knowledge and belief, that:
- 5.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 5.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 5.1.3. The Grantee shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 5.2. This certification is a material representation of the fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 CFR Part 21.

ARTICLE VI - Audit Statement

- 6.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. [Subpart F – Audit Requirements](#) of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- 6.2. If Grantee expends more than seven hundred and fifty thousand dollars (\$750,000) in federal awards during a fiscal year, Grantee will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and Grantee must:
 - 6.2.1. Provide a copy of Grantee’s single audit in the eCivis file reporting area; and
 - 6.2.2. Upload a copy of Grantee’s alternative audit or financial budget audit in the eCivis file reporting area.

ARTICLE VII – Non-supplanting Certification

- 7.1. Supplanting. Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If the Authority has reason to believe supplanting has or will occur, the Grantee shall supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- 7.2. Certification. By signing this Agreement, the Grantee certifies that any funds awarded under this Agreement shall be used to supplement existing funds for activities contemplated under this Agreement and will not supplant or replace nonfederal funds that have been appropriated for the purposes and goals of the Agreement.
- 7.3. Penalties. The Grantee understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds awarded under the Agreement, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

ARTICLE VIII – Miscellaneous

- 8.1. Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. Grantee shall take affirmative steps to solicit and include small, minority, and women owned businesses, when possible, in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum

Water Conservation Grant Fund

participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. If subcontracts are to be let, Grantee shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

ARTICLE IX - Acknowledgment

The Grantee, _____, hereby acknowledges and accepts the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

By: _____
Signature

Date: _____

Print Name and Title

For: _____
Grantee Name

Tax ID No.: _____

EXHIBIT F

Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of the Grantee and that I possess the legal authority to make this Affidavit on behalf of myself and the Grantee for which I am acting.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge or bribery, attempted bribery, or conspiracy to bribe in violation of Arizona law, or the law of any other state, or federal law, except as follows *[indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Grantee]:*

AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has:

1. Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
2. Been convicted of any criminal violation of a state or federal antitrust statute.
3. Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract.

Water Conservation Grant Fund

4. Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), or (3) above.
5. Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
6. Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts, or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows ***[list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, and the status of any debarment]:***

AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, directly involved in obtaining or performing under agreements, contracts, loans, grants, or awards with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows ***[indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Grantee, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:***

SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Grantee, nor any of its officers, directors, partners, or any of its employees, if any and as applicable, have in any way:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the award that is being entered into with the Authority.
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Grantee or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the award that is being entered into with the Authority.
3. Colluded with anyone to obtain information concerning the award that would give the Grantee an unfair advantage over others.

ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Authority and may be distributed to units of the State of Arizona and the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Arizona, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this application for an award shall be construed to supersede, amend, modify, or waive the exercise of any statutory right or remedy conferred by the Constitution and the laws of Arizona with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the Grantee with respect to this Affidavit, the award, and other Affidavits comprising part of this Agreement.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF ARIZONA, THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

EXHIBIT G

Reimbursement Request & Monthly Reporting Form

This Reimbursement Request & Monthly Reporting Form is included as an example of the type of report Grantee should expect to submit on a monthly basis. The Authority reserves the right to request additional information and to modify this form.

Grantee Information (Subrecipient)			
Organization		Grant No.	
Contact Person		Contact Title	
Physical Address		City, State, Zip	
Phone Number		Email	
Sam.Gov UEI #			
Organization Internal Account Number:			
Median Household Income of service area			
Lowest Quintile Income of the service area			
Project/Program Information			
Grant Amount			
Match Amount			
Total Project Cost			
Since the previous disbursement request have total project/program cost estimates changed by 5% or more due to a Change Order or other project/program event? If Yes, explain		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Projected/actual construction start date (month/year)			
Projected/actual initiation of operations date (month/year)			
Project/Program Location (address, City, and zipcode)			
Does the project/program prioritize local hires?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the project/program have a Community Benefit Agreement? If yes include a description of any such agreement		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is this project aligned with another federal award? If yes, provide the federal award information and the PWS # for drinking water projects or the NPDES # for clean water projects		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		Federal Grant: PWS: NPDES:	
Award Information (Subaward) – One per vendor			
Obligated Amount/Contract Amount			
Date Obligated/Contract Executed Date			
Vendor Name			
Vendor Physical Address			
Vendor City, State, Zip			
Vendor Sam.Gov UEI #			
Vendor Debarment Statement Y or N			
Expenditure during this reporting period (attach invoices for payment)			
Remaining contract amount			

All procurement documentation of Award expenditures has been maintained and can be produced upon request?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Invoices, Receipts, and other Payment Tracking – One per receipt / invoice / request for funds		
List of each contractor, subcontractor, or vendor that provided supplies, equipment, construction, or other goods or services included in this disbursement request.		
List of each invoice number and invoice date		
The amount being requested from grant proceeds		
The amount the grantee will provide as part of the 25% match requirement and the source of the match		
The total invoice amount (the amount requested, plus the match amount must equal the total invoice amount)		
Performance Measures & Outcomes		
Have you started the program/project?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If you answered Yes, what date did program/project start?		
Is the program/project 25% complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the program/project 50% complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the program/project 75% complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the program/project on schedule to complete the Scope of Work as described in the grant agreement? <i>If no, please note an amended Scope of Work Schedule must be submitted</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Actual water savings in acre-feet associated with this grant award (as available)		
Projected water savings in acre- feet associated with this grant award (if changed from original application)		
Most recent reported system deliveries:		
Narrative – Description of how the funds were used and what was accomplished.		

To receive reimbursement:

- **Grantee must attach invoices for costs incurred;**
- **Vendors must be registered through SAM.GOV and have an active Unique Entity Identifier (UEI) Number.**

Grantee Representative Signature

Printed Name			
Title			
Signature		Date	

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Matthew Morales, Project Manager
Co-Submitter: Evan Tyrrell
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Approval of Contract: First Amendment to the Cinder Lake Landfill Construction Manager at Risk, Phase 2-Cell D, Construction Services Agreement - GMP 2 with Rummel Construction, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the First Amendment to the Cinder Lake Landfill Construction Manager at Risk, Phase 2-Cell D, Construction Services Agreement - GMP 2 with Rummel Construction, Inc. of \$2,344,891.66, in addition to an Owner's Contingency of \$55,108.34, for a total price of \$2,400,000.00, with a scheduled start date of July 2, 2024; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Cell D is a thirty-acre area that has been designed and partially developed for future disposal needs at Cinder Lake Landfill (Landfill). When fully developed, Cell D will provide approximately 3.8 million cubic yards of landfill capacity with an estimated life of 25 years and \$115 million in revenues. The eastern portion of Cell D (Phase 2, Cell D) has been designed to provide approximately 1.1 million cubic yards of airspace. In 2023, the City of Flagstaff contracted with Rummel Construction, Inc. to excavate soil from the eastern portion of the site (also known as GMP 1). The scope of work for the proposed Agreement (GMP 2) includes installation of environmental controls required to achieve the engineering design standards of the United States Environmental Protection Agency (EPA) and Arizona Department of Environmental Quality (ADEQ). Such environmental controls include the sub-base layer, liner, leachate collection system, and operations layer.

This course of action is recommended as the best path forward for the Cinder Lake Landfill, as it demonstrates a fiduciary responsibility of the City, maintains compliance, and addresses future growth needs for the facility, which serves as a regional landfill.

Financial Impact:

The First Amendment to the Cinder Lake Landfill, CMAR Phase 2-Cell D, Construction Services Agreement - GMP 2 is funded by the total budget appropriations of \$2.4 million from the Solid Waste Fund (211-06-167-0631-0-4433) in fiscal year 2024-2025.

Policy Impact:

Proper planning and program development results in good governance and efficient use of financial resources to improve community transportation infrastructure and promote the health, welfare, and safety of the residents of the City.

Previous Council Decision or Community Discussion:

On June 15, 2021, City Council approved Item 7.C.-Construction Manager at Risk Construction Services

Contract to Rummel Construction Inc. for Construction of the Phase 1-Cell D for the Guaranteed Maximum Price of \$1,298,649.80.

On June 6, 2023 City Council approved Item 7.D.-Construction Manger at Risk Construction Service Contract of Phase 2-Cell D to Rummel Construction for a Guaranteed Maximum Price (GMP 1) of \$4,300,000.00.

Options and Alternatives to Recommended Action:

1. Approve the First Amendment, as recommended.
2. Do not approve the First Amendment, as proposed
 - a. If rejection occurs, possible direction may include:
 - i. Requesting staff to re-evaluate the recommendation; or
 - ii. Re-prioritize this project and provide a preferred direction; or
 - iii. Advertise for new proposals and review at a later date.

Background and History:

When fully developed, the total size of Cell D is approximately thirty (30) acres and has an overall airspace capacity of 3.8 million cubic yards (25 years of airspace based on current disposal trends). The estimated total cost of the full development of the 30-acre cell is \$15 million, far exceeding the current budget capacity of the Solid Waste Fund. Therefore, Cell D was split into two distinct portions: the eastern portion and the western portion. Through the GMP 1 CMAR process, staff was able to collaborate with the design engineer and Contractor to develop the eastern portion of the cell in a more-tailored approach. The work in GMP 2 will allow the eastern portion of Cell D to be permitted and ready for acceptance of municipal solid waste by fall 2024. The western portion of Cell D is budgeted for development in 2027 and 2028.

This is an amendment to further the project that was solicited by staff through a Request for Statement of Qualifications. On February 24, 2021 Procurement and Solid Waste staff requested statements of qualification to excavate Sequence D at Cinder Lake Landfill. Rummel Construction, Inc. was awarded and has worked with the landfill staff to manage this project.

Connection to PBB Priorities and Objectives:

Priority Based Budget Key Community Priorities and Objectives

High Performance Governance

- Serve the public by providing high quality customer service
- Enhance the organizations fiscal stability & increase efficiency and effectiveness

Safe & Healthy Community

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Sustainable, Innovative Infrastructure

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Environmental Stewardship

- Promote, protect, & enhance a healthy, sustainable environment & its natural resources.

Connection to Regional Plan:

Regional Plan

- Goal PF.2 - Provide sustainable and equitable public facilities, service, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Connection to Carbon Neutrality Plan:

No direct connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:

No connection to the 10-Year Housing Plan.

Attachments: 2021-74 Rummel Amendment
 Exhibit A - Rummel GMP
 CLL Site Plan Overview



FIRST AMENDMENT

Cinder Lake Landfill Construction Manager at Risk Phase 2-Cell D

Construction Services Agreement - GMP 2

Project No. #2021-74
Agreement No. 2021-74

This First Amendment ("First Amendment") to the fully executed Cinder Lake Landfill Construction Manager at Risk Phase 2-Cell D Construction Services Agreement No. 2021-74 dated June 6, 2023 ("Agreement") is made and entered into this ____ day of ____, 2024, by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Rummel Construction, Inc., an Arizona corporation ("Construction Manager at Risk" or "CMAR").

The Parties to the Agreement, hereby agree to the following First Amendment:

- A. Pursuant to Article 5 – Contract Price, Section 5.2, Exhibit B – is amended to include GMP 2 – Cover Letter and Contract Summary, dated March 22, 2024, 36 pages (attached hereto).
- B. CMAR's GMP 2 is for additional construction services to install lining components and LCRS system of Module D1 (approximately 1/3 of overall footprint) to Cell D and shall total **two million, three hundred forty-four thousand, eight hundred ninety-one dollars and sixty-six cents (\$2,344,891.66)** plus and approximately **2.84%** Owners Contingency of **fifty-five thousand one hundred eight dollars and thirty-four cents (\$55,108.34)** which combined equals the total First Amendment amount of **seven million, six hundred fourteen thousand, one hundred forty-nine dollars and six cents (\$2,400,000.00)**.
- C. The total Contract Price for the complete performance of work under the Agreement, as amended by this First Amendment, shall be **six million, seven hundred thousand dollars and zero cents (\$6,700,000.00)**.
- D. All other provisions of the Agreement shall remain unchanged in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above. This First Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

City of Flagstaff

Rummel Construction, Inc.

By: _____
Greg Clifton, City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney



Rummel Construction, Inc.

Cinder Lake Landfill Phase 2 Cell D CMAR

GMP #2

PROJECT NO. 22-002570

PREPARED FOR:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

SUBMITTAL DATE:

March 29, 2024



7520 E Adobe Drive
Scottsdale, AZ 85255



480.222.9922
www.rummelconstruction.com



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- A** | **DESCRIPTION OF WORK**
Plans & Specifications Acknowledgment
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Direct Costs
General Conditions
Contingencies
- C** | **COST REPORT**
- D** | **QUALIFICATIONS**
- E** | **PRELIMINARY SCHEDULE**
- F** | **SUBCONTRACTOR QUOTES**

A. DESCRIPTION OF WORK

Rummel Construction Inc., serving as the Construction Manager at Risk, is providing GMP#2 for the Cinder Lake Landfill Phase 2 Cell D CMAR project. The scope of work for GMP#2 encompasses the lining components and LCRS system of Module D1 (approximately 1/3 of overall footprint). This work includes: Finish installing of the underliner cushion layer started under GMP#1, fine grading in preparation of and placing the geosynthetics (16 oz Cushion geotextile, GCL, 60 mil Geomembrane, Geocomposite and 16 oz geotextile), installing the LCRS collection system and placing the operations layer over the geosynthetics. Additional work includes crushing the operations layer material, access road surfacing, survey and any necessary SWPPP.

PLANS & SPECIFICATIONS ACKNOWLEDGMENT

GMP #2 based on the following

Specifications dated March 28, 2024, pages 1-133

Plans dated March 2024

1. Sheet C-001
2. Sheet C-002
3. Sheet C-100
4. Sheet C-111
5. Sheet C-112
6. Sheet C-301
7. Sheet C-501
8. Sheet C-502
9. Sheet C-503
10. Sheet CVR

B. GMP #2 COST MODEL



GMP #2 COST MODEL

Rummel Construction, Inc.
2520 East Adobe Drive, Scottsdale AZ
85255 480.222.9922 | AZROC License

Client Name: City of Flagstaff		Project Name: Cinder Lake Landfill Ph 2 Cell D CMAR	
Project Location: Cinder Lake Landfill		Project Type (CMAR, JOC, Negotiated) : CMAR	
Client Project #: 22-002570		Rummel Project #:	
Date: 3.29.24		Revision:	
A. DIRECT COSTS			
A.1 Self-perform (labor, equipment & materials)		\$	437,200.00
A.2 Sub-consultant / sub-contractor		\$	1,282,992.00
A.3 Total Direct Costs		\$	1,720,192.00
B. ALLOWANCES & CONTINGENCIES			
B.1 Allowances		\$	-
B.2 Contingencies		\$	-
B.3 Total Allowances & Contingencies		\$	-
C. GENERAL CONDITIONS			
C.1 Project-specific general conditions		\$	221,532.00
C.2 Total General Conditions		\$	221,532.00
Subtotal 1 (Cost of Work)		\$	1,941,724.00
D. CONSTRUCTION FEE			
D.1 Overhead and off-site general administrative costs (on subtotal 1)	9.22%	\$	179,026.95
D.2 Profit (on subtotal 1)	5.78%	\$	112,231.65
D.2 Total Construction Fee		\$	291,258.60
Subtotal 2 (Construction Fee)		\$	291,258.60
E. INSURANCE & BONDS			
E.1 Insurance			Included in D1
E.2 Builder's risk policy			Excluded
E.3 Performance and payment bond		\$	11,255.00
D.4 Total Bonds and Insurance		\$	11,255.00
F. TAX			
F.1 Construction Transaction Privilege Tax (65% of applicable rate)	4.485%	\$	100,654.06
F.2 Total Tax:		\$	100,654.06
Subtotal 3 (Bonds, Insurance and Taxes)		\$	111,909.06
G. TOTAL PRICE WITHOUT OWNER CONTINGENCY (Subtotal 1, 2 &3)		\$	2,344,891.66
Owner Contingency *	2.84%	\$	55,108.34
* Owner contingency is a below the line item based on a percentage of direct costs and is intended exclusively for owner / engineer directed changes. This contingency shall be set per the direction of the owner.			
Total Price With Owner Contingency		\$	2,400,000.00

B. GMP #2 COST MODEL

GMP DIRECT COSTS					
Item	Description of Cost	QTY	UOM	Unit Cost *	Direct Cost
1	MOBILIZATION/DEMOBILIZATION	1	LS	50,901.00	\$ 50,901.00
2	SURVEY	1	LS	20,800.00	\$ 20,800.00
3	AZPDES	1	LS	1,000.00	\$ 1,000.00
7	ENGINEERED FILL	1,346	CY	27.69	\$ 37,277.00
10	PLACING CUSHION LAYER (BALANCE)	5,675	CY	5.05	\$ 28,665.00
11	LINER SUBGRADE PREPARATION	8.3	AC	3,086.51	\$ 25,618.00
12A	PLACING OPERATIONS LAYERS	29,329	CY	4.07	\$ 119,289.00
13	ANCHOR TRENCH	2,100	LF	3.86	\$ 8,113.00
14	BASE LINER TERMINATION	393	LF	16.60	\$ 6,523.00
15	SIDE SLOPE LINER TERMINATION	170	LF	2.74	\$ 466.00
16	GCL	362,325	SF	0.75	\$ 272,831.00
17	60-MIL DS GEOMEMBRANE	362,325	SF	0.57	\$ 205,438.00
18	GEOCOMPOSITE	152,252	SF	0.60	\$ 91,808.00
19	16-OZ CUSHION GEOTEXTILE	362,325	SF	0.40	\$ 144,930.00
20	16-OZ SLOPE GEOTEXTILE	210,073	SF	0.41	\$ 85,710.00
21A	6" HDPE LCRS PIPE	1,470	LF	45.02	\$ 66,181.00
21B	6" HDPE CLEANOUTS	270	LF	25.55	\$ 6,898.00
22	18" HDPE LCRS RISER PIPE	175	LF	134.55	\$ 23,546.00
23	LCRS SUMP	1	LS	54,371.00	\$ 54,371.00
12B	CRUSHING OPERATIONS LAYER	29,329	CY	12.95	\$ 379,820.00
25	ACCESS ROAD SURFACING	1,953	SY	14.28	\$ 27,888.00
26	16OZ GEOTEXTILE OVER GEOCOMPOSITE	152,252	SY	0.41	\$ 62,119.00
					\$ 1,720,192.00
SUBCONSULTANT/SUBCONTRACTOR					\$ 1,282,992.00
SELF-PERFORM					\$ 437,200.00
* Unit Cost is calculated from Direct Cost from Cost Report/QTY					

GMP GENERAL CONDITIONS				
Description of Cost	QTY	UOM	Unit Cost	Direct Cost
PROJECT SUPERVISION	2	MO	47,525.50	\$ 95,051.00
TRAVEL TIME	1	LS	3,921.00	\$ 3,921.00
MECHANIC LODGING	2	MO	10,000.00	\$ 20,000.00
SAFETY/J-JOHNS/LATHE/ETC.	2	MO	6,780.50	\$ 13,561.00
CONSTRUCTION WATER (BUY & HAUL)	1,600	MG	38.05	\$ 60,878.00
STORAGE CONTAINERS	2	MO	120.00	\$ 240.00
FINAL PUNCHLIST	5	DY	3,432.20	\$ 17,161.00
GPS EQUIPMENT	2	MO	5,360.00	\$ 10,720.00
				\$ 221,532.00

GMP CONTINGENCIES

OWNER CONTINGENCIES				
Description of Cost	QTY	UOM	Unit Cost	Direct Cost
Owner's Contingency	1	LS	55,108.34	\$ 55,108.34
				\$ 55,108.34

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLF GMP2 CINDER LAKE LF CELL D GMP2
Mike Claflin

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Direct Cost Report

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Material	Matl/Exp	Ment	Contract

BID ITEM = 50 Land Item SCHEDULE: 1 100
Description = GENERAL CONDITIONS Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

116-00 Travel Time (Return) Quan: 64.00 TRP Hrs/Shft: 8.00 Cal: 508 WC: NOUSE

**Unreviewed

----- Travel Time Calc 116-00 -----

Labor	Description	Time for Travel (1 way)	Qty Needed	Trips EA (min 2)
LACMN	Laborer, Common	2.00	1	12
LAFM	Laborer, Foreman	2.00	1	2
LAGCK	Laborer, Grade Checker	2.00	1	2
LAMIN	Laborer, Minimum Wage	2.00	1	0
MECH	Mechanic	2.00	1	2
MECHHELP	Mechanic Helper	2.00	1	2
OPBKH	Operator, Backhoe	2.00	1	2
OPBLD	Operator, Finish Motorgrader	2.00	1	2
OPDZR	Operator, Dozer	2.00	1	4

----- End Calculation -----
LAMIN ==> Laborer, Minimum Wa 1.00 128.00 MH 30.632 3,921 3,921
\$3,920.98 2.0000 MH/TRP 128.00 MH [28.7] 3,921 3,921

140-00 Project Supervision Quan: 50.00 S Hrs/Shft: 8.00 Cal: 508 WC: NOUSE

**Unreviewed

LA-SUP	(Mod) Project Supervision	400.00	CH	Prod:	50.0000 S	Lab Pcs:	2.50	Eqp Pcs:	2.50
8TKPUPE	Project Engineer Picku	1.00	400.00 HR	14.250			5,700		5,700
8TKPUPM	Project Manager Pickup	0.50	200.00 HR	14.250			2,850		2,850
8TKPUS	Superintendent Pickup	1.00	400.00 HR	14.250			5,700		5,700
ZE10	Project Engineer	1.00	400.00 MH	72.197	28,879				28,879
ZPM1	Project Manager	0.50	200.00 MH	96.314	19,263				19,263
ZS01	Superintendent	1.00	400.00 MH	81.648	32,659				32,659
\$95,051.36	20.0000 MH/S	1,000.00	MH	[952]	80,801		14,250		95,051

150-00 Storage Containers Quan: 40.00 S Hrs/Shft: 8.00 Cal: 508 WC: NOUSE

**Unreviewed

MIKLEI	(Mod) Klein Tank / Conex	320.00	CH	Prod:	40.0000 S	Lab Pcs:	0.00	Eqp Pcs:	3.00
8YSC	Storage Containers	3.00	960.00 HR	0.250			240		240

205-10 GPS Equipment Quan: 40.00 S Hrs/Shft: 8.00 Cal: 508 WC: NOUSE

**Unreviewed

excavation duration + finish grade = total shifts
MIGPS (Mod) GPS Equipmnet 320.00 CH Prod: 40.0000 S Lab Pcs: 0.00 Eqp Pcs: 5.00
8SRVYBS GPS Base Station 1.00 320.00 HR 4.000 1,280 1,280
8SRVYMC GPS Machine Control 3.00 960.00 HR 8.500 8,160 8,160
8SRVYRV GPS Rover 1.00 320.00 HR 4.000 1,280 1,280
\$10,720.00 [] 10,720 10,720

115-00 Mechanic Lodging Quan: 40.00 S Hrs/Shft: 8.00 Cal: 508 WC: NOUSE

**Unreviewed

Images/Docs Attached
LA-MEL (Mod) Mechanic Lodging 320.00 CH Prod: 8.0000 HU Lab Pcs: 5.00 Eqp Pcs: 0.00
AMECHHLD Mechanic Helper Lodging 2.00 640.00 MH 12.500 8,000 8,000
AMECHLD Mechanic Lodging 2.00 640.00 MH 12.500 8,000 8,000
AMECHSLD Mechanic Super Lodging 1.00 320.00 MH 12.500 4,000 4,000
\$20,000.00 40.0000 MH/S 1,600.00 MH [] 20,000 20,000

196-00 Construction Water - Purchase & Delivery Quan: 1,600.00 MG Hrs/Shft: 10.00 Cal: 510 WC: NOUSE

**Unreviewed

ECD4K	(Mod) Site Dust Control - 4K	400.00	CH	Prod:	4.0000 UH	Lab Pcs:	1.00	Eqp Pcs:	2.00
3WTRDONEY	Doney Park Water	1.00	1,600.00 MG	9.700			15,520		15,520
8WTK4	4,000 gal Water Truck	1.00	400.00 HR	54.000			21,600		21,600
8YKLEIN	Klein Water Tower	1.00	400.00 HR	7.000			2,800		2,800

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLF GMP2 CINDER LAKE LF CELL D GMP2
Mike Claflin

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Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 50										
Description =	GENERAL CONDITIONS		Land Item Unit =	SCHEDULE: 1 100	LS	Takeoff Quan:	1.000	Engr Quan:		1.000
OPWT	Operator, Water Truck	1.00	400.00 MH	52.393	20,958					20,958
\$60,877.51	0.2500 MH/MG		400.00 MH	[8.388]	20,958		15,520	24,400		60,878
809-00	Final Punchlist		Quan:	5.00 S	Hrs/Shft:	8.00	Cal: 508	WC: NOUSE		
										**Unreviewed
<u>MICU</u>	Clean Up / Miscellaneous		40.00 CH	Prod:	0.0000		Lab Pcs:	4.00	Eqp Pcs:	3.00
7SWEEP	Sweeping Services	1.00	40.00 HR	110.000			4,400			4,400
8LDGT	JD210 / Case 570 Ganno	1.00	40.00 HR	38.500				1,540		1,540
8TKPU	Foreman pickup	1.00	40.00 HR	14.250				570		570
8WTK4	4,000 gal Water Truck	1.00	40.00 HR	54.000				2,160		2,160
LACMN	Laborer, Common	1.00	40.00 MH	41.562	1,663					1,663
OPGEN	Operator, General	1.00	40.00 MH	50.092	2,004					2,004
OPWT	Operator, Water Truck	1.00	40.00 MH	51.039	2,042					2,042
ZFM1	General Foreman	1.00	40.00 MH	69.590	2,784					2,784
\$17,161.40	32.0000 MH/S		160.00 MH	[978]	8,491		4,400	4,270		17,161
130-00	Safety and Supplies (J-Johns, Lathe, Etc		Quan:	1.00 LS	Hrs/Shft:	8.00	Cal: 508	WC: NOUSE		
										**Unreviewed
Rate updated 01/08/2024 Based on 2023 regular projects.										
6*TLB	Misc Supplies / Wireless JC	1.00	256,356.86 TLB\$	0.052			13,561			13,561
=====>	Item Totals:	50	- GENERAL CONDITIONS							
\$221,532.53	3,288.0000 MH/LS		3,288.00 MH	[67746.8]	134,171		33,481	53,880		221,533
221,532.530	1 LS				134,171.25		33,481.28	53,880.00		221,532.53

BID ITEM = 100	CLIENT# = 1		Land Item	SCHEDULE: 1 100						
Description =	MOBILIZATION/DEMobilIZATION		Unit =	LS	Takeoff Quan:	1.000	Engr Quan:			1.000
----- Mobilization Load Calculator -----										
Legal Mobilization										
Equipment	Qty	Trips				Total				
Backhoes	1	1				1				
D6 Dozer	2	1				2				
308 Excavator	1	1				1				
320 Excavator	1	1				1				
950 Loader	1	1				1				
966 Loader	1	1				1				
Gannon Tractors	1	1				1				
14 Motorgrader	1	1				1				
140 Motorgrader	0	1				0				
16 Motorgrader	0	1				0				
160 Motorgrader	0	1				0				
613 Scraper	1	1				1				
Ag Tractor	0	1				0				
Implements - Bee Gee, Discs	0	1				0				
5K Waterpull	0	1				0				
Water Truck - 2K	0	1				0				
Water Truck - 4K	3	1				3				
Hurricane Pumps	1	1				1				
Klein Tank	1	1				1				
Connex Boxes	2	1				2				
HDPE Pipe	0	1				0				
Attachments (from Heavy)	0	1				0				
Misc.	6	1				6				
Total Legal Loads						23				
Oversize Mobilization										

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLF GMP2 CINDER LAKE LF CELL D GMP2
Mike Claflin

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Direct Cost Report

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Material	Matl/Exp	Ment	Contract
BID ITEM = 100	CLIENT# = 1								
Description = MOBILIZATION/DEMOBILIZATION									
Equipment	Qty	Trips		Total					
D8 Dozer	0	1		0					
623 Scraper	1	1		1					
627 Scraper	0	1		0					
8K Waterpull	0	1		0					
336 Excavator	0	1		0					
740 / 475 Articulated Truck	3	1		3					
Crusher	0	1		0					
815 Compactor	0	1		0					
Total Oversize Loads				4					
Oversize Heavy Mobilization									
Equipment	Qty	Number of one way trips		Total					
D10 Dozer	0	1		0					
D9 Dozer	1	1		1					
657 Scraper	0	1		0					
637 Scraper	0	1		0					
631 Scraper	0	1		0					
988 Loader	0	1		0					
349 Excavator	0	1		0					
374 Excavator	0	1		0					
773 Rigid Frame Truck	0	1		0					
Total Oversize Heavy Loads				1					
Total Equipment Prep Hours	1								
Total Equipment Prep Cost	\$197								
----- End Assembly -----									

190-10-02	Demobilization - Legal Move	Quan:	23.00 LDS	Hrs/Shft:	8.00	Cal: 508	WC: NOUSE		
<u>MOBRUM</u>	Mobilization Rumco	161.00	CH	Prod:	7.0000 HU	Lab Pcs:	1.00	Eqp Pcs:	1.00
6MBRUM	RUMCO Mob Outside Esc	1.00	23.00 EA	25.000		575			575
8LBLB	Truck and Trailer	1.00	161.00 HR	76.435			12,306		12,306
DRTP	Driver, Transport Low Boy	1.00	161.00 MH	55.778	8,980				8,980
\$21,861.34	7.0000 MH/LDS	161.00 MH		[239.75]	8,980	575	12,306		21,861

190-10-03	Demobilization - Oversize Move	Quan:	4.00 LDS	Hrs/Shft:	8.00	Cal: 508	WC: NOUSE		
<u>MOBLGL</u>	Mobilization Legal	28.00	CH	Prod:	7.0000 HU	Lab Pcs:	1.00	Eqp Pcs:	2.00
6MBLGL	Legal Mob Outside Esc	1.00	4.00 EA	74.000		296			296
8LBJEEP	Jeep Trailer	1.00	28.00 HR	20.000			560		560
8LBLB	Truck and Trailer	1.00	28.00 HR	76.435			2,140		2,140
DRTP	Driver, Transport Low Boy	1.00	28.00 MH	55.778	1,562				1,562
\$4,557.97	7.0000 MH/LDS	28.00 MH		[239.75]	1,562	296	2,700		4,558

190-10-04	Demobilization - Oversize-Heavy Move	Quan:	1.00 LDS	Hrs/Shft:	8.00	Cal: 508	WC: NOUSE		
<u>MOBOVS</u>	Mobilization Oversize	8.00	CH	Prod:	8.0000 HU	Lab Pcs:	3.00	Eqp Pcs:	5.00
6MBOVR	Oversize Mob Outside Esc	1.00	1.00 EA	100.000		100			100
8LBBOOS	Booster Trailer	1.00	8.00 HR	15.000			120		120
8LBJEEP	Jeep Trailer	1.00	8.00 HR	20.000			160		160
8LBLB	Truck and Trailer	1.00	8.00 HR	76.435			611		611
8LBPILOT	Lowbed Pilot Car	2.00	16.00 HR	14.490			232		232
DRPI	Driver, Pilot Car	2.00	16.00 MH	46.617	746				746
DRTP	Driver, Transport Low Boy	1.00	8.00 MH	55.778	446				446
\$2,415.43	24.0000 MH/LDS	24.00 MH		[706]	1,192	100	1,123		2,415

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLFMP2 CINDER LAKE LF CELL D GMP2
Mike Clafin

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Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Material	Equip Matl/Exp	Sub- Contract	Total
BID ITEM = 100	CLIENT# = 1								
Description =	MOBILIZATION/DEMOBILIZATION		Land Item Unit =	SCHEDULE: 1 LS	100 Takeoff Quan:	1.000	Engr Quan:		1.000
190-10-07	Demobilization Equipment Takedown		Quan:	1.00 HRS	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
<u>MECH</u>	Mech Transport Break	1.00	CH	Prod:	1.0000 HU	Lab Pcs:	3.00	Eqp Pcs:	2.00
8LD980	Cat 980 Wheel Loader (	1.00	HR	164.880			165		165
8ZMECHTRK	Mechanics Truck	1.00	HR	31.250			31		31
MECH	Mechanic	1.00	MH	57.950	58				58
MECHHELP	Mechanic Helper	1.00	MH	44.050	44				44
OPLDR	Operator, Loader	1.00	MH	52.390	52				52
\$350.52	3.0000 MH/HRS	3.00	MH	[98.45]	154		196		351
930-41	Maintain Grade		Quan:	20.00 S	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
8RCVS	==> Cat CS54 Vib Steel Ro	1.00	200.00 HR	43.578			8,716		8,716
970-33	MOBILIZATION/DEMOBILIZATION - LINER SUB		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
4LINER	Liner Sub	1.00	1.00 LS	13,000.000				13,000	13,000
=====	Item Totals: 100 - MOBILIZATION/DEMOBILIZATION								
\$50,900.84	216.0000 MH/LS	216.00	MH	[7277.7]	11,889	971	25,041	13,000	50,901
50,900.840	1 LS				11,888.60	971.00	25,041.24	13,000.00	50,900.84

BID ITEM = 200	CLIENT# = 2								
Description =	SURVEYING		Land Item Unit =	SCHEDULE: 1 LS	100 Takeoff Quan:	1.000	Engr Quan:		1.000
970-46	Survey Sub		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
7SURVEY	Survey Sub	1.00	1.00 LS	20,800.000			20,800		20,800
=====	Item Totals: 200 - SURVEYING								
\$20,800.00				[]		20,800			20,800
20,800.000	1 LS					20,800.00			20,800.00

BID ITEM = 300	CLIENT# = 3								
Description =	AZPDES		Land Item Unit =	SCHEDULE: 1 LS	100 Takeoff Quan:	1.000	Engr Quan:		1.000
810-16	SWPPP Inspections Etc.		Quan:	2.00 MOS	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
4SWPPP	SWPPP Inspections	1.00	2.00 MO	500.000			1,000		1,000

BID ITEM = 350	CLIENT# = 7								
Description =	ENGINEERED FILL		Land Item Unit =	SCHEDULE: 1 CY	100 Takeoff Quan:	1,346.000	Engr Quan:		1,346.000
930-01	Crush Fill		Quan:	2,940.00 TN	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
2ENGFI	Crushing 1" minus for Eng.	1.00	2,940.00 TN	7.000	20,580				20,580
930-02	Backfill Anchor Trench		Quan:	2,100.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
<u>EXE308</u>	(Mod) Excavation Excavator 308	40.00	CH	Prod:	52.5000 UH	Lab Pcs:	3.00	Eqp Pcs:	2.00
8EX308	Cat 308 Excavator (18,	1.00	40.00 HR	49.695			1,988		1,988

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLFMP2 CINDER LAKE LF CELL D GMP2
Mike Claflin

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Direct Cost Report

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Material	Matl/Exp	Ment	Contract

BID ITEM = 350 CLIENT# = 7 Land Item SCHEDULE: 1 100
Description = ENGINEERED FILL Unit = CY Takeoff Quan: 1,346.000 Engr Quan: 1,346.000

8LD966	Cat 966 Wheel loader (	1.00	40.00	HR	97.000			3,880	3,880
LACMN	Laborer, Common	1.00	40.00	MH	41.969	1,679			1,679
OPEXC	Operator, Excavator	1.00	40.00	MH	53.783	2,151			2,151
OPLDR	Operator, Loader	1.00	40.00	MH	52.393	2,096			2,096
\$11,793.66	0.0571 MH/LF		120.00	MH	[1.781]	5,926		5,868	11,794

930-03 Base Liner Termination Quan: 393.00 LF Hrs/Shft: 10.00 Cal: 510 WC: NOUSE

**Unreviewed

[[Crew Notes: ***Copied***]]
EXL950 (Mod) Excavation Small D6/950 10.00 CH Prod: 39.3000 UH Lab Pcs: 4.00 Eqp Pcs: 3.00

8DZ06	Cat D6/D6T/D6R2 Dozer	1.00	10.00	HR	106.500			1,065	1,065
8LD950	Cat 950 Wheel Loader (	1.00	10.00	HR	72.000			720	720
8LD966	Cat 966 Wheel loader (	1.00	10.00	HR	97.000			970	970
LAGCK	Laborer, Grade Checker	1.00	10.00	MH	53.436	534			534
OPDZR	Operator, Dozer	1.00	10.00	MH	56.564	566			566
OPLDR	Operator, Loader	2.00	20.00	MH	52.394	1,048			1,048
\$4,902.88	0.1017 MH/LF		40.00	MH	[3.52]	2,148		2,755	4,903

====> **Item Totals: 350 - ENGINEERED FILL**

\$37,276.54	0.1188 MH/CY		160.00	MH	[3.806]	8,074	20,580	8,623	37,277
27.694	1346 CY					6.00	15.29	6.41	27.69

BID ITEM = 400 CLIENT# = 10 Land Item SCHEDULE: 1 100
Description = LHP CUSHION LAYER (BALANCE) Unit = CY Takeoff Quan: 5,675.000 Engr Quan: 5,675.000

203-30 LHP Cushion Layer Quan: 6,925.00 CY Hrs/Shft: 10.00 Cal: 510 WC: NOUSE

**Unreviewed

Total Cushion layer need is 11,273 CY (from topos)
Shrink of 10% = 11,273/.9 = 12,525 CY
GMP 1 qty = 5,600
Balance to place is 12,525 - 5,600 = 6925 CY
EXL980 (Mod) Excavation Loader 980 30.00 CH Prod: 230.8333 UH Lab Pcs: 6.00 Eqp Pcs: 6.00

8DZ09	Cat D9T Dozer (405 hp)	1.00	30.00	HR	220.000			6,600	6,600
8LD966	Cat 966 Wheel loader (	1.00	30.00	HR	97.000			2,910	2,910
8RCVS	Cat CS54 Vib Steel Rol	1.00	30.00	HR	43.578			1,307	1,307
8RTK040	Deere (46) Articulated	2.00	60.00	HR	134.500			8,070	8,070
8YGATOR	UTV Gator / Kubota	1.00	30.00	HR	6.000			180	180
LAGCK	Laborer, Grade Checker	1.00	30.00	MH	53.436	1,603			1,603
OPDZR	Operator, Dozer	1.00	30.00	MH	56.563	1,697			1,697
OPGEN	Operator, General	1.00	30.00	MH	51.351	1,541			1,541
OPLDR	Operator, Loader	1.00	30.00	MH	52.393	1,572			1,572
OPTRK	Operator, Truck Off Road	2.00	60.00	MH	53.088	3,185			3,185
\$28,665.01	0.0259 MH/CY		180.00	MH	[0.891]	9,598		19,067	28,665

====> **Item Totals: 400 - LHP CUSHION LAYER (BALANCE)**

\$28,665.01	0.0317 MH/CY		180.00	MH	[1.087]	9,598		19,067	28,665
5.051	5675 CY					1.69		3.36	5.05

BID ITEM = 500 CLIENT# = 11 Land Item SCHEDULE: 1 100
Description = LINER SUBGRADE PREPARATION Unit = AC Takeoff Quan: 8.300 Engr Quan: 8.300

205-06 Finish Liner Subgrade - Flat Quan: 19,754.00 SY Hrs/Shft: 10.00 Cal: 510 WC: NOUSE

**Unreviewed

FINLSG (Mod) Finish Liner Subgrade 21.00 CH Prod: 940.6667 UH Lab Pcs: 4.00 Eqp Pcs: 4.00

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLF GMP2 CINDER LAKE LF CELL D GMP2
Mike Clafflin

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Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 500 CLIENT# = 11										
Description =	LINER SUBGRADE PREPARATION			Land Item Unit =	SCHEDULE: 1 100					
				AC	Takeoff Quan:		8.300	Engr Quan:		8.300
8MG150	Cat 150 Motorgrader (I	1.00	21.00 HR	96.000				2,016		2,016
8RCVS	Cat CS54 Vib Steel Rol	1.00	21.00 HR	43.578				915		915
8SC623	Cat 623 Scraper	1.00	21.00 HR	146.500				3,077		3,077
8YGATOR	UTV Gator / Kubota	1.00	21.00 HR	6.000				126		126
LAGCK	Laborer, Grade Checker	1.00	21.00 MH	53.436	1,122					1,122
OPBLD	Operator, Finish Motorgrad	1.00	21.00 MH	61.637	1,294					1,294
OPGEN	Operator, General	1.00	21.00 MH	51.351	1,078					1,078
OPSCR	Operator, Scraper	1.00	21.00 MH	53.853	1,131					1,131
\$10,759.46	0.0042 MH/SY		84.00 MH	[0.152]	4,626			6,134		10,759
205-07 Finish Liner Subgrade - Slope Quan: 20,418.00 SY Hrs/Shft: 10.00 Cal: 510 WC: NOUSE										
										**Unreviewed
<u>FINLSG</u>	(Mod) Finish Liner Subgrade		29.00 CH	Prod:	704.0690 UH	Lab Pcs:	4.00	Eqp Pcs:	4.00	
8MG150	Cat 150 Motorgrader (I	1.00	29.00 HR	96.000				2,784		2,784
8RCVS	Cat CS54 Vib Steel Rol	1.00	29.00 HR	43.577				1,264		1,264
8SC623	Cat 623 Scraper	1.00	29.00 HR	146.500				4,249		4,249
8YGATOR	UTV Gator / Kubota	1.00	29.00 HR	6.000				174		174
LAGCK	Laborer, Grade Checker	1.00	29.00 MH	53.436	1,550					1,550
OPBLD	Operator, Finish Motorgrad	1.00	29.00 MH	61.637	1,787					1,787
OPGEN	Operator, General	1.00	29.00 MH	51.351	1,489					1,489
OPSCR	Operator, Scraper	1.00	29.00 MH	53.853	1,562					1,562
\$14,858.32	0.0056 MH/SY		116.00 MH	[0.203]	6,388			8,470		14,858
====> Item Totals: 500 - LINER SUBGRADE PREPARATION										
\$25,617.78	24.0963 MH/AC		200.00 MH	[859.463]	11,014			14,604		25,618
3,086.480	8.3 AC				1,326.98			1,759.50		3,086.48
BID ITEM = 600 CLIENT# = 12A										
Description =	LHP OPERATIONS LAYER			Land Item Unit =	SCHEDULE: 1 100					
				CY	Takeoff Quan:		29,329.000	Engr Quan:	29,329.000	
203-30 LHP Operations Layer Quan: 29,329.00 CY Hrs/Shft: 10.00 Cal: 510 WC: NOUSE										
										**Unreviewed
Lined area with slope gain = 362,325										
362,325 x 2.1 / 27 = 28,181 CY										
Tipping 100 x 155 x 2/27 = 1148 CY										
Total Ops = 29,329										
<u>EXL980</u>	(Mod) Excavation Loader 980		120.00 CH	Prod:	244.4083 UH	Lab Pcs:	8.00	Eqp Pcs:	6.00	
8DZ06	Cat D6/D6T/D6R2 Dozer	2.00	240.00 HR	106.500				25,560		25,560
8LD966	Cat 966 Wheel loader (	1.00	120.00 HR	97.000				11,640		11,640
8RTK040	Deere (46) Articulated	2.00	240.00 HR	134.500				32,280		32,280
8YGATOR	UTV Gator / Kubota	1.00	120.00 HR	6.000				720		720
LACMN	Laborer, Common	2.00	240.00 MH	41.969	10,073					10,073
LAGCK	Laborer, Grade Checker	1.00	120.00 MH	53.436	6,412					6,412
OPDZR	Operator, Dozer	2.00	240.00 MH	56.563	13,575					13,575
OPLDR	Operator, Loader	1.00	120.00 MH	52.393	6,287					6,287
OPTRK	Operator, Truck Off Road	2.00	240.00 MH	53.088	12,741					12,741
\$119,288.76	0.0327 MH/CY		960.00 MH	[1.066]	49,089			70,200		119,289
====> Item Totals: 600 - LHP OPERATIONS LAYER										
\$119,288.76	0.0327 MH/CY		960.00 MH	[1.066]	49,089			70,200		119,289
4.067	29329 CY				1.67			2.39		4.07

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLF GMP2 CINDER LAKE LF CELL D GMP2
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Direct Cost Report

Activity	Desc	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
Resource		Pcs								
BID ITEM	= 700	CLIENT# = 13	Land Item	SCHEDULE: 1	100					
Description =	ANCHOR TRENCH		Unit =	LF	Takeoff	Quan:	2,100.000	Engr	Quan:	2,100.000
930-04	Excavate anchor trench		Quan:	2,100.00	LF	Hrs/Shft:	10.00	Cal:	510	WC: NOUSE
										**Unreviewed
EXE325	(Mod) Excavation Excavator 325		50.00	CH	Prod:	42.0000	UH	Lab Pcs:	2.00	Eqp Pcs: 1.00
8EX325	Cat 325 Excavator (57,	1.00	50.00	HR	66.500				3,325	3,325
LACMN	Laborer, Common	1.00	50.00	MH	41.969	2,098				2,098
OPEXC	Operator, Excavator	1.00	50.00	MH	53.783	2,689				2,689
\$8,112.64	0.0476 MH/LF		100.00	MH	[1.427]	4,788			3,325	8,113
====>	Item Totals:	700	- ANCHOR TRENCH							
\$8,112.64	0.0476 MH/LF		100.00	MH	[1.427]	4,788			3,325	8,113
3.863	2100 LF					2.28			1.58	3.86

BID ITEM = 800		CLIENT# = 14		Land Item	SCHEDULE: 1	100				
Description = BASE LINER TERMINATION				Unit =	LF	Takeoff	Quan: 393.000	Engr	Quan: 393.000	
930-04	Excavate anchor trench			Quan:	393.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
EXE325	(Mod) Excavation Excavator 325		10.00	CH	Prod:	39.3000 UH	Lab Pcs:	2.00	Eqp Pcs:	1.00
8EX325	Cat 325 Excavator (57,	1.00	10.00	HR	66.500			665		665
LACMN	Laborer, Common	1.00	10.00	MH	41.969	420				420
OPEXC	Operator, Excavator	1.00	10.00	MH	53.784	538				538
\$1,622.53	0.0508 MH/LF		20.00	MH	[1.525]	958		665		1,623
970-33	BASE LINER TERMINATION			Quan:	393.00 LF	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
4LINER	Liner Sub	1.00	393.00	LF	12.470				4,901	4,901
**Unreviewed										
====> Item Totals: 800 - BASE LINER TERMINATION										
\$6,523.24	0.0508 MH/LF		20.00	MH	[1.525]	958		665	4,901	6,523
16.599	393 LF					2.44		1.69	12.47	16.60

BID ITEM = 900		CLIENT# = 15		Land Item	SCHEDULE: 1	100				
Description = SIDE SLOPE LINER TERMINATION				Unit =	LF	Takeoff Quan:	170.000	Engr Quan:	170.000	
930-05	Sandbags			Quan:	68.00 EA	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE	
**Unreviewed										
[[Crew Notes: ***Copied***]]										
LA-FAB	Filter Fabric Install		2.00 CH	Prod:	34.0000 UH	Lab Pcs:	4.00	Eqp Pcs:	1.00	
3SANDBAG	sandbags	1.00	68.00 EA	0.500		34			34	
8LDGT	JD210 / Case 570 Ganno	1.00	2.00 HR	38.500			77		77	
LACMN	Laborer, Common	3.00	6.00 MH	41.968	252				252	
OPGEN	Operator, General	1.00	2.00 MH	51.350	103				103	
\$465.51	0.1176 MH/EA		8.00 MH	[3.195]	355	34	77		466	
====>	Item Totals:	900	- SIDE SLOPE LINER TERMINATION							
\$465.51	0.0470 MH/LF		8.00 MH	[1.278]	355	34	77		466	
2.738	170 LF				2.09	0.20	0.45		2.74	

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLF GMP2 CINDER LAKE LF CELL D GMP2
Mike Claflin

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Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 1000			CLIENT# = 16	Land Item	SCHEDULE: 1	100				
Description = GCL				Unit =	SF	Takeoff Quan:	362,325.000	Engr Quan:	362,325.000	
970-33	GCL			Quan:	362,325.00 SF	Hrs/Shft:	10.00	Cal:	510	WC: NOUSE
										**Unreviewed
4LINER	Liner Sub	1.00	362,325.00 SF	0.753				272,831		272,831
BID ITEM = 1100			CLIENT# = 17	Land Item	SCHEDULE: 1	100				
Description = 60-MIL DS GEOMEMBRANE				Unit =	SF	Takeoff Quan:	362,325.000	Engr Quan:	362,325.000	
970-33	60-MIL DS GEOMEMBRANE			Quan:	362,325.00 SF	Hrs/Shft:	10.00	Cal:	510	WC: NOUSE
										**Unreviewed
4LINER	Liner Sub	1.00	362,325.00 SF	0.567				205,438		205,438
BID ITEM = 1200			CLIENT# = 18	Land Item	SCHEDULE: 1	100				
Description = GEOCOMPOSITE				Unit =	SF	Takeoff Quan:	152,252.000	Engr Quan:	152,252.000	
970-33	GEOCOMPOSITE			Quan:	152,252.00 SF	Hrs/Shft:	10.00	Cal:	510	WC: NOUSE
										**Unreviewed
4LINER	Liner Sub	1.00	152,252.00 SF	0.603				91,808		91,808
BID ITEM = 1300			CLIENT# = 19	Land Item	SCHEDULE: 1	100				
Description = 16 OZ CUSHION GEOTEXTILE				Unit =	SF	Takeoff Quan:	362,325.000	Engr Quan:	362,325.000	
970-33	16 OZ CUSION GEOTEXTILE			Quan:	362,325.00 SF	Hrs/Shft:	10.00	Cal:	510	WC: NOUSE
										**Unreviewed
4LINER	Liner Sub	1.00	362,325.00 SF	0.400				144,930		144,930
BID ITEM = 1400			CLIENT# = 20	Land Item	SCHEDULE: 1	100				
Description = 16 OZ SLOPE GEOTEXTILE				Unit =	SF	Takeoff Quan:	210,073.000	Engr Quan:	210,073.000	
970-33	16 OZ SLOPE GEOTEXTILE			Quan:	210,073.00 SF	Hrs/Shft:	10.00	Cal:	510	WC: NOUSE
										**Unreviewed
4LINER	Liner Sub	1.00	210,073.00 SF	0.408				85,710		85,710
BID ITEM = 1500			CLIENT# = 21A	Land Item	SCHEDULE: 1	100				
Description = 6" HDPE LC RS PIPE				Unit =	LF	Takeoff Quan:	1,470.000	Engr Quan:	1,470.000	
505-01	Purchase Materials			Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC: NOUSE
										**Unreviewed
2ARDRAIN	#57 Rock	1.00	480.00 TON	51.000		24,480				24,480
2GF8OZ	8 oz Non-Woven Geofabric	1.00	4,900.00 SY	1.750		8,575				8,575
2HDPE6	6" HDPE Perforated Pipe &	1.00	1.00 LS	12,813.150		12,813				12,813
\$45,868.15				[]		45,868				45,868
505-02	Install Pipe/Gravel/Geotextile			Quan:	1,470.00 LF	Hrs/Shft:	10.00	Cal:	510	WC: NOUSE
										**Unreviewed
PIPE12	(Mod) 12" Pipe Fusing		40.00 CH	Prod:	36.7500 UH	Lab Pcs:	7.00	Eqp Pcs:		3.00

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLF GMP2 CINDER LAKE LF CELL D GMP2
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Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 1500	CLIENT# = 21A			Land Item	SCHEDULE: 1 100					
Description =	6" HDPE LCRS PIPE		Unit =	LF	Takeoff Quan:	1,470.000	Engr Quan:	1,470.000		
8BH420	Cat 420 Backhoe	1.00	40.00 HR	42.500				1,700		1,700
8FM0412	4" - 12" Fusing Machin	1.00	40.00 HR	32.500				1,300		1,300
8LD966	Cat 966 Wheel loader (	1.00	40.00 HR	97.000				3,880		3,880
LACMN	Laborer, Common	4.00	160.00 MH	41.969	6,715					6,715
LAFM	Laborer, Foreman	1.00	40.00 MH	64.208	2,568					2,568
OPBKH	Operator, Backhoe	1.00	40.00 MH	51.351	2,054					2,054
OPLDR	Operator, Loader	1.00	40.00 MH	52.393	2,096					2,096
\$20,313.19	0.1904 MH/LF		280.00 MH	[5.724]	13,433			6,880		20,313
=====> Item Totals: 1500 - 6" HDPE LCRS PIPE										
\$66,181.34	0.1904 MH/LF		280.00 MH	[5.724]	13,433	45,868		6,880		66,181
45.021	1470 LF				9.14	31.20		4.68		45.02

BID ITEM = 1550	CLIENT# = 21B			Land Item	SCHEDULE: 1 100					
Description =	6" SOLID CLEANOUTS		Unit =	LF	Takeoff Quan:	270.000	Engr Quan:	270.000		
505-01	Purchase Materials			Quan:	1.00 LS	Hrs/Shft: 10.00	Cal: 510	WC: NOUSE		
2HDPE6S	6" HDPE solid pipe	1.00	280.00 LF	6.500		1,820				**Unreviewed 1,820
505-02	Install Pipe			Quan:	270.00 LF	Hrs/Shft: 10.00	Cal: 510	WC: NOUSE		
<u>PIPF12</u>	(Mod) 12" Pipe Fusing		10.00 CH	Prod:	27.0000 UH	Lab Pcs:	7.00	Eqp Pcs:	3.00	**Unreviewed
8BH420	Cat 420 Backhoe	1.00	10.00 HR	42.500				425		425
8FM0412	4" - 12" Fusing Machin	1.00	10.00 HR	32.500				325		325
8LD966	Cat 966 Wheel loader (	1.00	10.00 HR	97.000				970		970
LACMN	Laborer, Common	4.00	40.00 MH	41.969	1,679					1,679
LAFM	Laborer, Foreman	1.00	10.00 MH	64.208	642					642
OPBKH	Operator, Backhoe	1.00	10.00 MH	51.351	514					514
OPLDR	Operator, Loader	1.00	10.00 MH	52.394	524					524
\$5,078.29	0.2592 MH/LF		70.00 MH	[7.792]	3,358			1,720		5,078
=====> Item Totals: 1550 - 6" SOLID CLEANOUTS										
\$6,898.29	0.2592 MH/LF		70.00 MH	[7.792]	3,358	1,820		1,720		6,898
25.549	270 LF				12.44	6.74		6.37		25.55

BID ITEM = 1600	CLIENT# = 22			Land Item	SCHEDULE: 1 100					
Description =	18" HDPE LCRS RISER PIPE		Unit =	LF	Takeoff Quan:	175.000	Engr Quan:	175.000		
970-33	18" HDPE LCRS RISER PIPE			Quan:	175.00 LF	Hrs/Shft: 10.00	Cal: 510	WC: NOUSE		
4LINER	Liner Sub	1.00	175.00 LF	4.830				845		**Unreviewed 845
505-01	Purchase Materials			Quan:	1.00 LS	Hrs/Shft: 10.00	Cal: 510	WC: NOUSE		
bollards 4 @ 500; plus crossbar and bolts										
2BOLLARDS	Bollards and Cross bar	1.00	1.00 LS	2,500.000		2,500				2,500
2HDPE18	18" HDPE Pipe & Fittings	1.00	1.00 LS	15,698.840		15,699				15,699
\$18,198.84				[]		18,199				18,199
505-02	Install Pipe			Quan:	175.00 LF	Hrs/Shft: 10.00	Cal: 510	WC: NOUSE		
<u>PIPF18</u>	18" Pipe Fusing		10.00 CH	Prod:	17.5000 UH	Lab Pcs:	5.00	Eqp Pcs:	5.00	**Unreviewed
8FM0618	6" - 18" Fusing Machin	1.00	10.00 HR	47.750				478		478

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLF GMP2 CINDER LAKE LF CELL D GMP2
Mike Claflin

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Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
BID ITEM = 1600	CLIENT# = 22									
Description =	18" HDPE LCRS RISER PIPE		Land Item Unit =	SCHEDULE: 1 100						
				LF	Takeoff Quan:		175.000	Engr Quan:		175.000
8FMDL	Pipe Data Logger	1.00	10.00 HR	12.500				125		125
8LD966	Cat 966 Wheel loader (	1.00	10.00 HR	97.000				970		970
8TKPU	Foreman pickup	1.00	10.00 HR	14.250				143		143
8ZRFL	Reach Fork 12,000# 55'	1.00	10.00 HR	35.310				353		353
LACMN	Laborer, Common	2.00	20.00 MH	41.969	839					839
OPGEN	Operator, General	1.00	10.00 MH	51.351	514					514
OPLDR	Operator, Loader	1.00	10.00 MH	52.394	524					524
ZFM1	General Foreman	1.00	10.00 MH	55.672	557					557
\$4,501.65	0.2857 MH/LF		50.00 MH	[8.461]	2,434			2,068		4,502
=====> Item Totals: 1600 - 18" HDPE LCRS RISER PIPE										
\$23,545.74	0.2857 MH/LF		50.00 MH	[8.461]	2,434	18,199		2,068	845	23,546
134.547	175 LF				13.91	103.99		11.82	4.83	134.55

BID ITEM = 1700	CLIENT# = 23									
Description =	LCRS SUMP		Land Item Unit =	SCHEDULE: 1 100						
				LS	Takeoff Quan:		1.000	Engr Quan:		1.000
970-33	LCRS SUMP		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE		
4LINER	Liner Sub	1.00	1.00 LS	791.000				791		791
									**Unreviewed	
505-01	Purchase Materials		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE		
2ARDRAIN	#57 Rock	1.00	890.00 TON	51.000		45,390				45,390
2GF8OZ	8 oz Non-Woven Geofabric	1.00	2,500.00 SY	1.750		4,375				4,375
\$49,765.00				[]		49,765				49,765
505-02	Install Gravel/Geotextile		Quan:	890.00 TN	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE		
<u>PIPE12</u>	(Mod) 12" Pipe Fusing		10.00 CH	Prod:	89.0000 UH	Lab Pcs:	6.00	Eqp Pcs:	1.00	**Unreviewed
8LD966	Cat 966 Wheel loader (	1.00	10.00 HR	97.000				970		970
LACMN	Laborer, Common	4.00	40.00 MH	41.969	1,679					1,679
LAFM	Laborer, Foreman	1.00	10.00 MH	64.208	642					642
OPLDR	Operator, Loader	1.00	10.00 MH	52.394	524					524
\$3,814.78	0.0674 MH/TN		60.00 MH	[1.996]	2,845			970		3,815
=====> Item Totals: 1700 - LCRS SUMP										
\$54,370.78	60.0000 MH/LS		60.00 MH	[1776.5]	2,845	49,765		970	791	54,371
54,370.780	1 LS				2,844.78	49,765.00		970.00	791.00	54,370.78

BID ITEM = 1800	CLIENT# = 12B									
Description =	CRUSH OPERATIONS LAYER		Land Item Unit =	SCHEDULE: 1 100						
				CY	Takeoff Quan:		29,329.000	Engr Quan:		29,329.000
970-19	Rock Crushing Sub		Quan:	54,260.00 TN	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE		
4CRS	Rock Crushing Sub	1.00	54,260.00 TN	7.000				379,820		379,820
									**Unreviewed	

BID ITEM = 1900	CLIENT# = 25									
Description =	ACCESS ROAD SURFACING		Land Item Unit =	SCHEDULE: 1 100						
				SY	Takeoff Quan:		1,953.000	Engr Quan:		1,953.000
303-00	Finish Subgrade		Quan:	1,953.00 SY	Hrs/Shft:	10.00	Cal: 510	WC: NOUSE		

C. COST REPORT

Rummel Construction, Inc.
CNDRLKLFMP2 CINDER LAKE LF CELL D GMP2
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Direct Cost Report

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Material	Matl/Exp	Ment	Contract
BID ITEM = 1900	CLIENT# = 25		Land Item	SCHEDULE: 1 100					
Description =	ACCESS ROAD SURFACING		Unit =	SY	Takeoff	Quan:	1,953.000	Engr	Quan: 1,953.000
									**Unreviewed
FINRS	(Mod) Restore Street Subgrade		5.00 CH	Prod:	390.6000 UH	Lab Pcs:	5.00	Eqp Pcs:	4.00
8MG150	Cat 150 Motorgrader (I	1.00	5.00 HR	96.000			480		480
8RC9WHEEL	Cat CW16 9Wheel (16T)	1.00	5.00 HR	61.652			308		308
8SC613	Cat 613 Scraper	1.00	5.00 HR	85.000			425		425
8YGATOR	UTV Gator / Kubota	1.00	5.00 HR	6.000			30		30
LACMN	Laborer, Common	1.00	5.00 MH	41.970	210				210
LAGCK	Laborer, Grade Checker	1.00	5.00 MH	53.438	267				267
OPBLD	Operator, Finish Motorgrad	1.00	5.00 MH	61.638	308				308
OPGEN	Operator, General	1.00	5.00 MH	51.352	257				257
OPSCR	Operator, Scraper	1.00	5.00 MH	53.854	269				269
\$2,554.49	0.0128 MH/SY		25.00 MH	[0.43]	1,311		1,243		2,554
303-01	Purchase AC Millings			Quan:	700.00 TON	Hrs/Shft:	10.00	Cal:	510 WC: NOUSE
									**Unreviewed
2AACMIL	Asphalt Millings	1.00	700.00 TON	27.500		19,250			19,250
303-05	Place & Finish Millings			Quan:	700.00 TON	Hrs/Shft:	10.00	Cal:	510 WC: NOUSE
									**Unreviewed
PLABC	(Mod) Place ABC		10.00 CH	Prod:	70.0000 UH	Lab Pcs:	6.00	Eqp Pcs:	3.00
8MG150	Cat 150 Motorgrader (I	1.00	10.00 HR	96.000			960		960
8RC9WHEEL	Cat CW16 9Wheel (16T)	1.00	10.00 HR	61.651			617		617
8SC623	Cat 623 Scraper	1.00	10.00 HR	146.500			1,465		1,465
LACMN	Laborer, Common	2.00	20.00 MH	41.969	839				839
LAGCK	Laborer, Grade Checker	1.00	10.00 MH	53.436	534				534
OPBLD	Operator, Finish Motorgrad	1.00	10.00 MH	61.637	616				616
OPGEN	Operator, General	1.00	10.00 MH	51.351	514				514
OPSCR	Operator, Scraper	1.00	10.00 MH	53.853	539				539
\$6,083.66	0.0857 MH/TON		60.00 MH	[2.761]	3,042		3,042		6,084
====>	Item Totals:	1900	- ACCESS ROAD SURFACING						
\$27,888.15	0.0435 MH/SY		85.00 MH	[1.42]	4,353	19,250		4,285	27,888
14.280	1953 SY				2.23	9.86		2.19	14.28

BID ITEM = 2000 CLIENT# = 26 Land Item SCHEDULE: 1 100
Description = 16 OZ GEOTEXTILE OVER GEOCOMPOSITE Unit = SF Takeoff Quan: 152,252.000 Engr Quan: 152,252.000

970-33 16 OZ GEOTEXTILE OVER GEOCOMPOSITE **Quan:** 152,252.00 SF **Hrs/Shft:** 10.00 **Cal:** 510 **WC:** NOUSE
4LINER Liner Sub 1.00 152,252.00 SF 0.408 62,119 62,119

\$1,941,722.72 * Report Totals *** 5,677.00 MH 256,357 155,482 55,286 211,405 1,263,193 1,941,723**

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Actual Unit Cost is used, which includes taxes, escalation, etc.

Bid Date: 01/05/24 Owner: CITYOFFLAGSTAFF Engineering Firm: TETRATECH

Rummel Construction, Inc.
CNDRLKLFMP2 CINDER LAKE LF CELL D GMP2
Mike Claflin

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Direct Cost Report

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs		Cost	Labor	Material	Matl/Exp	Ment	Contract
Total									
BID ITEM	= 2000	CLIENT# = 26	Land Item	SCHEDULE: 1	100				
Description =	16 OZ GEOTEXTILE OVER GEOCOMPOSITE	Unit =	SF	Takeoff Quan:	152,252.000	Engr Quan:	152,252.000		
Estimator-In-Charge:									

JOB NOTES

Labor Rates Updated 01/05/2024 Labor Burden updated 01/12/2024 Equipment Rates Updated 01/05/2024

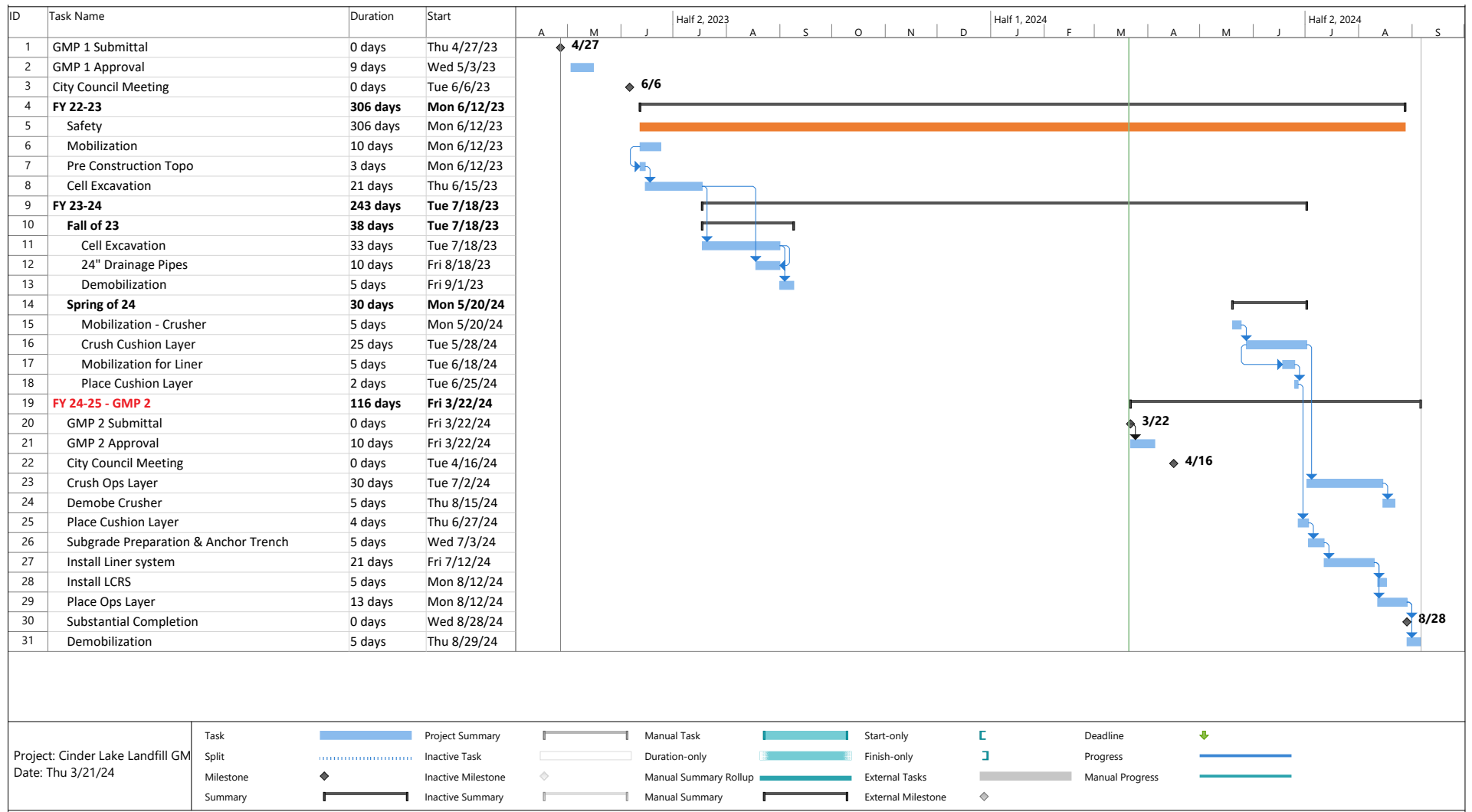
*****Estimate created on: 03/15/2024 by User#: 103 - Mike Claflin
Source estimate used: J:\HCSS\HEAVYBID\MSTR_LIBEST\MASTEREST22

* on units of MH indicate average labor unit cost was used rather than base rate.
[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
-----Calendar Codes-----
410 4 X 10 HR WEEK NO OT
508 5 X 8 HR WEEK
509 5 X 9 HR WEEK
510 5 x 10 HR WEEK (Default Calendar)
5E8 5 X 8 (Pay 9 - Work 8)
608 6 X 8 HR WEEK
610 6 X 10 HR WEEK
6E8 6 X 8 (Pay 9 - Work 8)

D. QUALIFICATIONS

1. We have assumed Tetra Tech (or another City contracted 3rd party) will be performing any needed QA/QC.
2. Specification section 01010 (1.5) Construction Water. This GMP is based on obtaining water from the Doney Park Water Company and transporting to the site for our use and not purchasing construction water from the existing landfill pond. Additionally, we have assumed unimpeded access from Doney Park Hydrants to the landfill during the Landfill Access Road Improvement project.
3. Specification Section 01500 1.6 Field Office – We have excluded a field office. Weekly meetings will be held in the field or in the landfill's breakroom facility.
4. Specification Section 02222 2.6 revised to be #57 rock with fractured faces due to market availability. We have included an additional layer of 16 oz geotextile between the LCRS gravel and the 60-mil geomembrane.
5. Plan Sheet C-002, General Construction Note 14 – strike. No stabilization is included in the GMP.
6. Detail 1/C-503 is modified to be 6" of AC millings only.

E. PRELIMINARY SCHEDULE



F. SUBCONTRACTOR QUOTES

SELECTED SUBCONTRACTORS

Subcontractor	Scope	Reasoning
S3	Survey	Previously selected under GMP1
Superstition Crushing, LLC	Crushing	Previously selected under GMP1
Patriot Environmental	Geosynthetics	Selected low qualified bid



18213 East Warner Road Bldg. A Suite 5
Office: 480-414-4121
Fax: 1-888-870-6203 Email: toddh@s3-az.com

Date: 6/16/2023
Attn: Bidding/Estimate Department

Thank you for the opportunity to provide the attached Lump Sum bid of **\$35,800** for the **Cinder Lake Landfill project**.

Control	<ul style="list-style-type: none">• Verify plan provided control to be used for horizontal and vertical alignment as set forth within approved plan sets provided to S3.• Set ½" rebar with crossed lath at various location around perimeter of project for horizontal and vertical control.• Carry site benchmark to all horizontal control points and additional control set by S3.• Prepare control calculations for site coordinate gps localization.
Rough Grade Cell Slope Staking	<ul style="list-style-type: none">• Provide slope stakes on 100' intervals including PC's, PT's, angle points and grade breaks.• Provide cut sheets identifying stations, offsets and cut/fill.
Grading Model Cell Sub Grade, Channel, Screening Berm	<ul style="list-style-type: none">• The Sub Grade grading model will be generated from the owner/engineer provided 3D electronic cad files including sump area, LCRS trenches, drainage areas, retention basins, haul roads, berms, stockpile areas or other grading features within the plan documents. Details will be applied as well as checks will be performed from the plan documents to the grading model. Although every effort will be made to ensure accuracy in the grading model, the model is a tool to assist in building the project. The electronic grading model will not supersede construction staking. The site must be staked independently from the model to ensure the electronic files are true at correct. It is the contractor's responsibility to deliver with receipt the most current or updated plan documents and electronic files to S3.
Grading Model Operations	<ul style="list-style-type: none">• The Operations grading model will be generated from the S/G Asbuilt 50' grid , elevated 2' for the operations layer. Termination berms, sump area, ect. will be included in the model. Although every effort will be made to ensure accuracy in the grading model, the model is a tool to assist in building the project. The electronic grading model will not supersede construction staking. The site must be staked independently from the model to ensure the electronic files are true at correct. It is the contractor's responsibility to deliver with receipt the most current or updated plan documents and electronic files to S3.
Liner Limit Staking	<ul style="list-style-type: none">• Stake alignment at 100' intervals including all angle points.

F. SUBCONTRACTOR QUOTES

Operations 50' Grid Asbuilt Collection/Verification	<ul style="list-style-type: none">▪ Asbuilt Operations at a 50' grid within the liner limits including angle points, grade breaks, sump area, termination berms and slopes.▪ S3 will provide contractor asbuilt locations to be collected with a .txt coordinate file and plot sheet prior to S3 arriving for Operations asbuilt collection for contractors use/field verification.
4 Interm Topos	<ul style="list-style-type: none">▪ Topo entire site for quantities 4 times.
Preliminary Site Topo	<ul style="list-style-type: none">▪ Preliminary site topo within the work limits of this project for quantity verification. Topo shall be collected on a 50' grid including grade breaks or other site features.▪ Preliminary topo will be compared to owner provided topo for quantity verification.
Final Site Topo	<ul style="list-style-type: none">▪ Final site topo within the work limits of this project for quantity verification. Topo shall be collected on a 50' grid including grade breaks or other site features required for quantity verification and as-built documentation.
As-builts	<ul style="list-style-type: none">▪ After construction, as-built data will be provided per owner's project specifications.▪ Compilation and submission of required as-built data for S/G and Operations 50' grid shall allow 1 business day following completion of the field data collection.▪ Final as-builts shall be submitted after construction.▪ To complete as-builts in a timely manner, a 48 hour notice must be provided for any underground utilities or liner limits prior to back filling or covering. If as-builts are not collected prior to back filling, S3 is not responsible for any added costs to expose utilities for as-built collection. S3 will mark as-built shots collected by painting the needed shot "pink" for contractor's visual verification that the as-built has taken place.
Office	<ul style="list-style-type: none">▪ Southwest Survey Solutions will perform the necessary calculations to stake the project per the plans and coordinate with the contractor to facilitate staking of the project.▪ Generate pay quantities per the owners contract documents.▪ Southwest Survey Solutions will analyze all As-staked data from the field crews and compare it to design data to assist in the detection of inconsistencies or errors, and to verify compliance to staking requirements.
Mobilization Charges	<ul style="list-style-type: none">▪ Mobilization from our office in Gilbert AZ to the Cinder Lake Landfill in Arizona.▪ This Price is for 9 Mobilizations, any additional mobilizations will be billed at \$300.00 each.

All staking tolerances will follow Section D NSPS Model Standards For Construction Layout Surveys

*This project proposal is good for **30** days from the date shown above*



Job Quote

Customer Information

Customer: Rummel Construction
Contact: Mike Claflin

Phone: 602.663.2039
Fax: _____
Email: mclaflin@rummelconstruction.com

Job Information

Job Location: Flagstaff Landfill

Bid Date: April 27, 2023

Start Date: Unknown

Material	Quantity Bid US Tons	Price Per Ton
<u>1" Minus</u>	<u>44,000</u>	<u>\$7.00</u>
<u>MAG Spec ABC</u>	<u>14,000</u>	<u>\$8.75</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Mobilization: \$35,000.00

Contractor Responsibilities

- Water Dust Control (To Tank)
 - Provide Adequate Stockpile Area
 - Provide Adequate Space for Plant
 -
- Quality Control
 - Dozer to Push Material to Site
 -
 -

Notes/Comments: Oversize material disposal will need to be discussed. Price is based on
fuel cost of \$3.50/gallon. Each Addtiional dime increase on fuel will result in \$.02 increase in
material price. Price is a budgetary number and subject to final approval.

3914 East Presidio Street - Mesa, Arizona 85215
Phone - (480) 833-8933 Fax - (480) 962-5467

F. SUBCONTRACTOR QUOTES



Patriot Environmental, LLC
220 West Carl Hubbell Blvd., #671
Meeker, OK 74855
(405) 279-6052
www.peliners.com

Date: 03/19/2024 – REV 1

Re: Cinder Lake Landfill Cell D Phase 1 - GMP2– Geosynthetics Installation

Patriot Environmental is pleased to provide the following proposal for supply and installation of the geosynthetic materials required for Cinder Lake Landfill Cell D Phase 1.

Patriot Environmental is a certified installer of geomembrane liners for various manufacturers and has completed numerous projects similar in scope to the Cinder Lake Landfill Cell D Phase 1 project. When selecting Patriot Environmental you can be assured of the highest quality installation services and geosynthetic materials unmatched in the industry.

Patriot Environmental has offered supply and installation pricing for the Geosynthetic Clay Liner, 60 mil Textured High Density polyethylene, 16 oz geotextile, 8 oz geotextile and Single Side Geocomposite required for the Cinder Lake Landfill Cell D Phase 1 project. Patriot Environmental will provide all supervision, labor, equipment, and materials necessary for the completion of the geosynthetic components in accordance with the design drawings titled Sequence D Phase II – Excavation plan and landfill design. Patriot Environmental understands that the contractor will complete subgrade preparation, subgrade maintenance, perimeter anchor trench preparation and all dewatering necessary for completion of the geosynthetics installation.

Patriot Environmental will perform field quality control (QC) testing of geomembrane seams in accordance with the procedures contained in the construction specifications and Patriot Environmental's standard quality control manual. Patriot Environmental's standard procedure includes 100% non-destructive testing of field seams utilizing air pressure and vacuum box testing methods. Patriot Environmental will also remove destructive samples, in accordance with the project specifications, for field tensiometer testing. Patriot Environmental understands that the owner's quality assurance engineer will perform laboratory testing of geomembrane destructive samples.

Project Pricing

Patriot Environmental offers the following unit price breakdown as Attachment A for supply and installation of the geosynthetic materials required for the Cinder Lake Landfill Cell D Phase 1. Patriot Environmental's pricing includes all material waste, overlaps, and freight on geosynthetic materials. Pricing based on estimated quantities within the drawing provided. Price is valid for actual install quantities within 3% of the lined area (not measuring anchor trench). Patriot Environmental intends to work a 60-hour schedule (6-10's) for the project and has estimated approximately 18-21 working days to complete the geosynthetics installation.

F. SUBCONTRACTOR QUOTES



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(405) 279-6052
www.peliners.com

Project Clarifications

1. Pricing is based on the contractor offloading and properly storing geosynthetic materials upon arrival at the jobsite. Average roll weight for geomembrane liner materials is 3,000 - 4,000 lbs. Average roll weight for geocomposite/geotextile materials is 750-1,000 lbs. Patriot Environmental will deliver all materials on flatbed trucks. The Tarps and Timbers required for storage of the geosynthetic materials, in accordance with the project specifications, to be supplied by the contractor. The Welding Rod must be kept dry and properly stored when unloaded.
2. Patriot Environmental's standard payment terms are net 30 days.
3. Patriot Environmental's pricing is based on completing the geosynthetics installation in Level D Personal Protective Equipment (PPE). Patriot Environmental will provide reflective vests, hardhats, safety glasses and steel toed boots for Patriot Environmental's crew.
4. Patriot Environmental will invoice a standby rate of \$1,250.00 per hour for delays caused by the contractor or others more than two (2) hours per ten (10) hour working day. This standby rate does not apply to weather delays. Patriot Environmental has allowed for weather delays in the pricing presented.
5. Patriot Environmental's pricing includes a quality control (QC) technician on the geosynthetic installation crew that will monitor and document Patriot Environmental's field deployment and QC testing. Patriot Environmental's pricing does not include a third-party QC Coordinator or a QA inspector that will provide certifications for the geosynthetic installation. Patriot Environmental will provide all QC documentation and a field drawn as built to the contractor at the end of the project.
6. Patriot Environmental's pricing includes one mobilization/demobilization to complete the installation of the Geosynthetic Clay Liner, 60 mil Textured High Density polyethylene, 16 oz geotextile, 8 oz geotextile and Geocomposite required for the Cinder Lake Landfill Cell D Phase 1 project. Additional mobilizations will be invoiced at **\$13,000** per event.
7. Materials to be invoiced upon delivery to the Job site with Progressive Billings being made for work completed.
8. Patriot Environmental's pricing for the geosynthetic materials required for the Geosynthetic Clay Liner, 60 mil Textured High Density polyethylene, 16 oz geotextile, 8 oz geotextile and Geocomposite project is based on current HDPE, LLDPE and

F. SUBCONTRACTOR QUOTES



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Polypropylene resin pricing from the polyethylene liner and Geocomposite/Geotextile manufacturers. **Patriot Environmental's pricing presented within this proposal is based on receiving a purchase order in 30 days (Delivery Date is Flexible).** Patriot Environmental would invoice for stored materials as the materials are delivered to the jobsite. If the owner chooses to not purchase all of the materials by this date, Patriot Environmental will set a benchmark resin price based on the date of this proposal. If raw material prices increase or decrease after the date of this proposal, the actual increase or decrease in the cost of the raw materials will be added to or deducted from the prices reflected herein. Patriot Environmental will provide documentation substantiating any change in price resulting from the application of this paragraph. For purposes of this proposal **"raw materials"** (HDPE, LLDPE and Polypropylene Resins) includes products purchased for resale including the 60 mil Textured High Density polyethylene, Geotextile and Geocomposite drainage net geotextile.

9. Pricing is based on the contractor providing approximately 100,000/sf of prepared subgrade by 7:00 a.m. each morning for installation of the geosynthetic materials.
10. Patriot Environmental's proposal is based on the contractor performing a final survey measure for the geosynthetic materials within the new closure area, excluding material installed within the anchor trenches. Final invoicing will be based on the bid quantities total unless changes to installation are made resulting in an increase of +3% to total lined area.
11. Patriot Environmental's pricing is based on the contractor providing a stable subbase for the new closure area capable of supporting a rubber-tired forklift or wheel loader to deploy the geosynthetic materials.
12. Patriot Environmental's pricing does not include taxes or bonding cost. Patriot Environmental can provide bonding for the project at an additional cost to the contractor.
13. Patriot Environmental's pricing is based on the contractor providing a suitable lay down area for the geosynthetic materials within a reasonable distance (< 200') from the new closure.
14. Patriot Environmental's pricing has allowed for a site-specific safety orientation at the beginning of the project with a maximum duration of 5 hours. Patriot Environmental will invoice time and material rates for orientation time above this initial 5-hour period.
15. Patriot Environmental's geosynthetic installation pricing is based on utilizing a RUBBER TRACKED SKID STEER loader and a KUBOTA UTILITY vehicle operated directly on top of previously installed geosynthetic materials during deployment operations. Both

F. SUBCONTRACTOR QUOTES



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vehicles are low ground pressure equipment and have been utilized on numerous projects similar in scope to this project.

16. Patriot Environmental will provide a five (5) year pro-rated material warranty and a one (1) year non-prorated installation warranty on the geomembrane liner as required by the specifications.
17. Pricing is based on the contractor providing temporary toilet facilities, at the work area, for Patriot Environmental's personnel use throughout the geosynthetics installation.
18. Patriot Environmental's pricing is based on the contractor providing dumpsters for disposal of scrap geosynthetic materials throughout the installation.
19. Patriot Environmental's pricing is based on the contractor exposing and cleaning a minimum 5' width of existing liner system to complete tie-in welding of the new geosynthetic liner system. Repairs to the existing liner system, if required, will be completed on a time & materials (T and M) basis.
20. Clean, washed sand for Sandbags provided by others.
21. All Permits, Licenses and Fees provided by others.
22. All repairs to the Geosynthetic materials as a result of others will be repaired on a T & M rate.

Patriot Environmental appreciates the opportunity to offer our services and looks forward to this project. Pricing is valid for thirty (30) days from the date of this proposal. Should you have any questions regarding this proposal or require any additional information, please feel free to call Matt McAnally (405) 279-6506.

Sincerely,

Patriot Environmental, LLC

Matt McAnally
VP of Business Development

F. SUBCONTRACTOR QUOTES



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(405) 279-6052
www.peliners.com

Attachments

ACCEPTANCE: The foregoing proposal is hereby duly accepted and shall become a binding contract upon approval:

ACCEPTED BY:

BY _____

Title _____

Date _____

F. SUBCONTRACTOR QUOTES



ATTACHMENT "A"

Project Name: Cinder Lake Landfill Cell D Phase 1 - GMP2

3/7/2024

Bid Item	Description	Bid Form Quantity	Unit	Unit Price	Extension
1	MOBILIZATION	1	LS	13,000.000	\$ 13,000.00
7	16OZ CUSHION GEOTEXTILE (SUPPLY)	362,325	LF	0.285	\$ 103,262.63
7	16OZ CUSHION GEOTEXTILE (INSTALL)	362,325	LF	0.115	\$ 41,667.38
8	GCL (SUPPLY)	362,325	LF	0.618	\$ 223,916.85
8	GCL (INSTALL)	362,325	LF	0.135	\$ 48,913.88
9	60-MIL GEOMEMBRANE (SUPPLY)	362,325	LF	0.412	\$ 149,277.90
9	60-MIL GEOMEMBRANE (INSTALL)	362,325	LF	0.155	\$ 56,160.38
10	GEOCOMPOSITE (SUPPLY)	152,252	LF	0.478	\$ 72,776.46
10	GEOCOMPOSITE (INSTALL)	152,252	LF	0.125	\$ 19,031.50
12	16OZ ON SLOPES (SUPPLY)	210,073	SF	0.285	\$ 59,870.81
12	16OZ ON SLOPES (INSTALL)	210,073	SF	0.123	\$ 25,838.98
	BASE LINER TERMINATION - RAIN FLAP MATERIAL AND WELD (INSTALL)	417	LF	11.75	\$ 4,899.75
	RISER RUB SHEET (INSTALL)	1,691	SF	0.500	\$ 845.50
	SUMP RUB SHEET (INSTALL)	1,582	SF	0.500	\$ 791.00
	16 oz over Geocomposite (supply)	152,252.00	SF	0.285	\$ 43,391.82
	16 oz over Geocomposite (install)	152,252.00	SF	0.123	\$ 18,727.00
Total Bid				Total Bid	\$ 882,371.81



INTERNATIONAL LINING TECHNOLOGY

Proposal

Date: March 19th, 2024

Attention: Mike Claflin- Rummel Construction

Re: Cinder Lake Landfill- Flagstaff, AZ

International Lining Technology (ILT) appreciates the opportunity to submit the following bid for your consideration. We are quoting as a licensed contractor with the experience to perform the work as specified.

Scope: ILT will furnish material, labor and equipment for supply and installation of liner system components in accordance with applicable project specifications and manufacturer's standards and recommended test frequencies.

Terms of Quotation: This Quotation is expressly contingent upon the written acceptance of the terms and conditions attached hereto and are incorporated herein. The terms and conditions of this Quotation shall survive and become a part of any subsequent written agreement between the parties. This pricing is valid through April 8th, 2024 and may be extended only upon written approval.

Project Schedule: This Quotation is exclusive of delays due to weather, lack of sub-grade or other factors beyond our control for completion of the liner installation. Schedule is 6 days per week 10 hours per day.

Labor Determinations: This project has been bid using current ILT Wage Rates. ILT is a non-union contractor, any union costs for ILT associated with this project will be paid by others.

Insurance: ILT will procure and maintain insurance with coverage for (1) Workers Compensation and Employers Liability; (2) Comprehensive General Liability; and (3) Automobile Liability. Owner Insurance and Safety Compliance Programs administered by third parties will be subject to additional costs.

Indemnity: ILT will indemnify and hold harmless the Owner and General Contractor from claims of loss, damage, destruction of property or injury to persons that arise from or in connection with the work of ILT to the extent of ILT's negligence only.

Invoice Terms: ILT terms and conditions shall apply and take precedence to any and all agreements and contracts entered upon.

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1-866-740-2929 • WWW.INTLINING.COM

Project: Cinder Lake Landfill- Flagstaff, AZ

Items included:

This Quotation is based on the following Specifications, Drawings and Addendums:

1. Specifications: 'Project Specifications Sequence D Phase II Earthwork & Liner Construction' dated April 26th, 2023 pages 1-133. ILT will install materials to conform to industry standards which includes allowable leak rates. Conditions required beyond these specifications are subject to additional costs and must be addressed at the time of bid.
2. Drawings: 'Sequence Phase II Excavation Plan and Landfill Design' dated June 2023 pages 1-14.
3. Addendums: None.

Included within this Quotation are the following items:

1. Mobilization: Our quote is based on one mobilization. Any additional mobilizations will be per ILT Time and Material Rates.
2. Supply & Install Geosynthetics listed below.
3. Standard 1 year Install Warranty and Manufacturer's standard Material Warranty.
4. Taxes not included.

Conditions of Quotation:

1. The subgrade to be lined is to be prepared and maintained by others during the construction project. The subgrade must be firm, dry and unyielding so as to permit the use of heavy equipment for the movement and deployment of geosynthetic materials. Reasonable access to be provided for the installation of materials. The General Contractor shall be responsible for protecting and maintaining the subgrade prior to and throughout all lining and all necessary dewatering. Installation of Geosynthetics over subgrade that does not meet conditions specified above will be re-estimated and reflected in a change to the agreement before installation proceeds. Acceptance of the subgrade for lining shall not alter this division of responsibility.
2. Delays caused by others will be charged standby time at the rate of \$95.00 per man-hour. This charge is not as a direct labor cost reimbursement but is to compensate ILT for its increased mobilization expenses resulting from lost time.
3. Material prices are good for materials delivered within 30 days. ILT reserves the right to pass along verifiable resin price increases and fuel cost adjustments without change order as of the time of shipment for material delivered past 30 days. Material quantities specified in ILT Quotation and/or used in a Contract Agreement shall be paid in full with no exceptions unless agreed to in writing.
4. General Contractor to have suitable quantities of subgrade prepared to not delay or impede the installation of geosynthetics and schedule. Deficiencies in agreed upon and approved subgrade before daily installation shall incur a project specific premium which will be approved by Contractor through a signed field change order before installation proceeds.
5. Quotation is based on ILT crews working at level D hazardous conditions.
6. Any work outside the original scope shall be on ILT T&M rates unless agreed to in writing.
7. ILT will comply with any schedule provided in the bid from the General Contractor for this specific project and will use its best efforts to meet any requested revisions to that schedule. ILT will not be responsible for any consequential damages as a result of delay. Project delays beyond agreed upon bid schedule date shall provide ILT the option to re-estimate project for any cost increases.
8. Force Majeure: ILT shall not be responsible for any delays, losses, costs or damages resulting from acts or circumstances beyond its control, including, but not limited to, failure or bankruptcy of material suppliers, labor disputes, fires, floods, riots, hurricanes, tornadoes, tropical storms, rain, wind, Acts of God or the public enemy, or by any other act or event beyond ILT's control. Any and all costs, including attorney's fees, in the pursuit of claims awarded ILT shall be paid by Contractor.
9. This Quotation is based upon working in favorable conditions and completion of work within the time period agreed upon at bid. Work between November 1st through April 30th and at times of extended adverse conditions will be subject to a daily rate for installation of geosynthetics and standby specific to this project.
10. Bond rate is 1.33%.

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Project: Cinder Lake Landfill- Flagstaff, AZ

11. The following items are to be supplied by others at no cost to ILT:

- A. Sanitary facilities, sand for sand bag ballast if required, and trash removal
- B. All required surveying
- C. Material off-loading and storage prior to ILT mobilization. Any material damaged during off-loading or storage shall be replaced at the unit cost set forth in this Quotation
- D. Material laydown area within 500 feet of work area.
- E. Adequate light plants if ILT is to perform the work at night. Unit rates are subject to change if work is performed at night.

12. ILT does not provide SWPPP plans. If present, we will abide by the onsite SWPPP; all costs encountered will be paid by others.

13. ILT will be paid for actual quantities installed at the unit rates listed.

14. No permanent ballast is included.

15. Actual freight at time of shipment(s) will be billed.

Project Pricing: The pricing below includes the following work. Any additional work will be performed at time and material rates.

- Required Approved Subgrade Project Start: 175k sf
- Required Approved Daily Subgrade: 75k sf
- Per section 01010-part 1.4 item F, material laydown area on the site premises is the responsibility of the GC.
- Per pay items section O, all costs borne from liner termination construction, anchor trench et al. are the responsibility of others.
- ILT assumes no welding on rub sheets per system drawings.

Material takeoff quantities are as follows:

Sequence D

- 383,129SF of 60 Mil DST HDPE
- 379,295SF of GCL
- 155,194SF of SS Geocomposite (Floor Only)
- 224,101SF of 16oz Geotextile (Slopes Only)
- 379,295SF of 16oz Geotextile (Cushion Layer)
- 426LF of welding between 60 Mil DST HDPE layers at base liner termination flap DET 6/C-501

Bid Item	Scope of Work	Estimated Quantity	Unit	Unit Rate	Extended Price
1	Mobilization	1	LS	\$ 13,210.00	\$ 13,210.00
7	16oz Geotextile Cushion (S/I)	362,325	SF	\$ 0.424	\$ 153,625.80
8	GCL (S/I)	362,325	SF	\$ 0.640	\$ 231,888.00
9	60 Mil DST HDPE (S/I)	362,325	SF	\$ 0.683	\$ 247,467.98
10	Geocomposite (S/I)	152,252	SF	\$ 0.633	\$ 96,375.52
12	16oz Geotextile Slopes Only (S/I)	210,073	SF	\$ 0.426	\$ 89,491.10
					\$ 832,058.39

Grace Brown
Estimator/Project Manager



INTERNATIONAL
LINING TECHNOLOGY

Corporate Office
850 Maestro Dr. Suite 101, Reno, NV 89511
Ph 775-284-2929
Fax 775-284-2930
Toll-Free 866-740-2929
Accepted by: _____
Date: _____

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Terms and Conditions to International Lining Technology Quotation

The terms herein shall govern the work to be performed by International Lining Technology as detailed in International Lining Technology's Quotation to You. These terms are incorporated into International Lining Technology's Quotation, Subcontract, and any additional documents which are part of the Subcontract as though fully stated therein. To the extent of any ambiguity, inconsistency, and/or any conflict between these terms and conditions and any other contractual agreement, terms, conditions, or specifications, these terms and conditions shall govern.

Scope and Conditions of Quotation: Scope: International Lining Technology will furnish the material, labor and equipment for supply and installation of liner system components as detailed in the Quotation and in accordance with applicable project specifications and manufacturer's standards and recommended test frequencies. In the event that the project specifications are ambiguous or inconsistent, manufacturer's standards and/or industry standards will control the interpretation of the project specifications, and You agree You shall be responsible for any increase in the price of International Lining Technology's work if the Owner and/or You require International Lining Technology to perform its work according to an interpretation of the project specifications that conflicts with the manufacturer's standards and/or industry standards. Any work outside the original scope of International Lining Technology's work as specified in the Quotation shall be paid for by you at International Lining Technology's then-prevailing time and material rates unless otherwise agreed to in a written change order signed by the parties. Documentation: The Quotation is based solely upon the documents actually in International Lining Technology's possession at the time of giving the Quotation. You are responsible for providing International Lining Technology with all project related documents which International Lining Technology should consider in providing a bid. To the extent additional documents not provided to International Lining Technology at the time of bid reveal undisclosed conditions or requirements, you agree to pay International Lining Technology for any verifiable increase in bid price as a result of such undisclosed documentation. Expiration: The Quotation is valid for 30 days from its date and may be extended only upon written approval of International Lining Technology. You agree to pay International Lining Technology for any verifiable material price increases (including, but not limited to, increased delivery or testing costs) without the necessity of a change order for material delivered more than 30 days after this Quotation. Favorable Working Conditions: The Quotation is based upon working in favorable conditions and completion of work within the time period agreed upon at bid. The Quotation is further based upon International Lining Technology crews working at level D hazardous conditions or better. Unless expressly contemplated in the Quotation, work between November 1st through April 30th, at times of extended adverse conditions, or under more hazardous conditions will be subject to additional charges which You agree to pay (including but not limited to daily rates, standby time, increased costs, etc.).

Terms of Payment: Materials: Payment for all materials supplied by International Lining Technology is due in full from You within thirty (30) days from the date of delivery of materials. Installation and Labor: Payments are due in full from You within thirty (30) days from the date of invoice. Quantities: The material quantities specified in the International Lining Technology Quotation and/or used in the contract agreement shall be paid in full, unless otherwise agreed in writing. No reduction in the quantities specified shall be allowed after ordering of the material by International Lining Technology. Timely Payment Unconditional: Payment is due in full from You unconditioned on payment from the Owner or other contracting party, and regardless of any dispute between You and any other party. Retention Payments: To the extent the contract documents provide for the withholding of retention payments, no such retention payments may be withheld for more than thirty (30) days from the date International Lining Technology completes its work as called for herein except (1) where applicable law mandates a longer period, or (2) You have provided International Lining Technology with a timely Unresolved Dispute Notice as defined below. Default and Collection: Failure to make timely payments as called for herein constitutes a default under these terms and interest shall accrue on any and all unpaid amounts at 2% per month. You shall be liable for all costs of collection on any past due sums (including those considered "disputed work" as discussed below), including but not limited to, attorneys' fees, arbitrator's fees, filing fees, and all other related costs, as well as any consequential damages suffered by International Lining Technology due to such default.

Disputed Work Notices: Payment for any materials and/or invoice shall constitute (1) Your acceptance of such materials and/or work; (2) Your acknowledgement and agreement that such materials and/or work were timely supplied/performed in accordance and in compliance with the terms of all applicable contractual documents; and (3) Your waiver of any claims You may have against International Lining Technology (excluding warranty claims) relating to such materials/work; unless You provide written notice to International Lining Technology concurrently with such payment that such materials and/or work are the subject of a bona fide good faith dispute. You must cooperate with International Lining Technology to resolve any such dispute in a timely and prompt manner prior to the completion of International Lining Technology's work. If any disputes remain unresolved at the completion of International Lining Technology's work, you must provide written notice of such disputes (the "Unresolved Dispute Notice") to International Lining Technology within thirty (30) days of the date International Lining Technology completes its work as called for herein. Failure to provide such notice and/or acceptance of International Lining Technology's completed work by You, the Owner, and/or the engineer/project manager (as applicable) shall constitute an agreement by You that all work is accepted as is without dispute and that all warranties, expressed or implied and implied warranties of merchantability and fitness for particular purpose are hereby waived and disclaimed by the parties hereto. Any notice required under this paragraph must include a detailed

F. SUBCONTRACTOR QUOTES

description of the specific disputes at issue sufficient to allow International Lining Technology to resolve and/or rebut such dispute.

Schedule: International Lining Technology will comply with any schedule provided in the Quotation and/or any schedule expressly agreed to, in writing, by International Lining Technology. If at any time it becomes necessary to alter the schedule, you must promptly (within 10 days) provide International Lining Technology with the proposed revised schedule along with a detailed description of the cause for a change in the schedule. Any change in the schedule shall constitute a waiver of any "time is of the essence" clause in any applicable agreement as to International Lining Technology's work. Change in Price: You understand and agree that the Quotation is materially dependent upon the start date and proposed schedule provided to International Lining Technology at the time of issuance of the Quotation. Changes to the project schedule may result in a change in the prices and/or duration of International Lining Technology's work. You understand and agree that You shall be responsible for any increased costs of International Lining Technology's work resulting from a change in the schedule. Acceptance of a changed schedule shall not act as a waiver of any rights held by International Lining Technology whatsoever.

Delays and/or Standby Time: You agree to pay International Lining Technology the rate of \$_____ (or, if blank, \$125) per man-hour for any delays caused by others and/or for standby time. This charge is not as a direct labor cost reimbursement but is to compensate International Lining Technology for its increased mobilization expenses resulting from lost time and standby time.

Project Ready for International Lining Technology: You alone are responsible for ensuring the subgrade is properly prepared, maintained, and protected (including, but not limited to, dewatering) during the construction project for International Lining Technology's work. The subgrade must be firm, dry and unyielding so as to permit the use of heavy equipment for the movement and deployment of geosynthetic materials. Reasonable access to the project must be provided for the installation of materials. You are to have suitable quantities of subgrade prepared so as to not delay or impede the installation of geosynthetics and schedule. By directing International Lining Technology to commence its work, you are representing and warranting to International Lining Technology that the Owner has accepted the subgrade and that the subgrade is in satisfactory condition sufficient for International Lining Technology's work to commence. You agree to indemnify, defend, and hold International Lining Technology harmless from any and all claims related to any alleged deficiencies in agreed upon quantities and/or conditions of subgrade. You further agree to waive any claims You may have against International Lining Technology relating to any alleged deficiencies in agreed upon quantities and/or conditions of subgrade. Deficiencies in the subgrade shall incur a project specific premium which will be approved by You through a signed field change order before installation proceeds. While International Lining Technology shall have no obligation to commence its work if, in International Lining Technology's opinion, the subgrade is not ready, commencement of work by International Lining Technology (1) shall not constitute International Lining Technology's acceptance of the subgrade or agreement that the subgrade was properly prepared in any way; (2) shall not constitute a waiver of any rights owned by or obligations owed to International Lining Technology under this paragraph.

Indemnity: International Lining Technology will indemnify and hold harmless You and/or the Owner from claims of loss, damage, destruction of property or injury to persons that arise only from the work of International Lining Technology, but only to the extent of International Lining Technology's negligence, fraud, or intentional tortious actions.

Warranty Claims; Disclaimer of Warranties Expressed and Implied: International Lining Technology's sole responsibility for any defect or fault in its work, and its work only, shall be to repair or replace defective work at its option for a period of one (1) year after completion of International Lining Technology's work as called for herein. In no event shall International Lining Technology be liable for or responsible for the costs of uncovering any work called for herein as a part of any potential warranty claim. International Lining Technology does not warrant the work of others. To the extent International Lining Technology has been contracted to correct, complete or repair the work of others, International Lining Technology does not warrant the affect and impact of others' work on the work of International Lining Technology. All such warranties or guarantees as to materials or workmanship of or with respect to the Work shall be contained in the contract. International Lining Technology does not provide any implied warranty, found in common law or otherwise, of any nature as to any material or labor provided.

Limitation of Damages: International Lining Technology shall not be responsible for any delays, losses, costs or damages resulting from acts or circumstances beyond its control, including, but not limited to, failure or bankruptcy of material suppliers, labor disputes, fires, floods, riots, hurricanes, tornadoes, tropical storms, rain, snow, earthquakes, wind, Acts of God or the public enemy, epidemics/pandemics, acts of government or terrorism, or by any other act or event beyond International Lining Technology's control. Further, International Lining Technology is not responsible for any consequential, liquidated and/or compensatory damages, lost profits, or expenses arising from any defect, fault in material or workmanship of the work of International Lining Technology or arising from any delay claims whatsoever for any reason or under any legal theory.

Insurance: International Lining Technology will procure and maintain insurance with coverage only for (1) Workers Compensation and Employers Liability; (2) Comprehensive General liability; and (3) Automobile Liability. Owner Insurance and Safety Compliance Programs administered by third parties will be subject to additional costs.

Bankruptcy: You agree to promptly (within 10 days) notify International Lining Technology if You and/or Owner is insolvent and/or has entered into bankruptcy (whether voluntarily or involuntarily). In such event, International Lining Technology

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F. SUBCONTRACTOR QUOTES

may, at its sole discretion, immediately cease work and terminate the Subcontract without any further penalties or obligations to You or the Owner.

Governing Law, Severability, and Venue: The terms and conditions of this Quotation and any contract between You and International Lining Technology arising out of this Quotation shall be governed by the laws of the State of Nevada except that any lien rights and collection remedies shall be governed by the jurisdiction of the state in which the project is located. In the event any provision of these Terms and Conditions shall be invalid, illegal or unenforceable, it shall be severed from the remaining terms which shall remain unaffected and in full force and effect. Any action brought with respect to any claims or disputes arising out of this Agreement shall be brought in the courts venued either in Nevada or the state in which the project was completed.

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Erosion Control Applications, Inc.

Anaheim, CA – Reno, NV—Midland, TX

Contact: Chris Fore

Phone: 714-595-2260

cfore@ecapplications.com

www.ECApplications.com

March 6, 2024

ECA Quote: 243059

Revision: 0

AZ Lic # ROC268564

PROPOSAL

Project Name: City of Flagstaff - Cinder Lake Landfill Cell D GMP 2
(Supply and Installation of Geosynthetics)

Project Location: Flagstaff, AZ

Item	Description	Est Qty	U/M	Unit Price	Extended
1	Mobilization	1	EA	\$4,200.00	\$4,200.00
7	Supply and Install 16oz Geotextile - Under GCL	376,290	SF	\$0.40	\$150,516.00
8	Supply and Install GCL	376,290	SF	\$0.68	\$255,877.20
9	Supply and Install 60 Mil HDPE DST	376,290	SF	\$0.70	\$263,403.00
10	Supply and Install Geocomposite - Floor	160,557	SF	\$0.64	\$102,756.48
12	Supply and Install 16oz Geotextile - Slope	237,270	SF	\$0.40	\$94,908.00
Total					\$871,660.68

Pricing Notes:

- This is a unit price proposal based on “Bid Form Quantities”.
- Final payment shall be for “Field Measured Quantities” which will include anchor trenches and slope gain.
- This proposal is made for immediate acceptance and is void at our option unless accepted by contractor within thirty (30) days from date of submission.
- Based upon payment for stored materials delivered to the jobsite, and monthly progress payments terms– Net 30 days.
- Pricing assumes ECA to utilize low-ground pressure equipment to assist in deployment of overlaying materials on geosynthetics.
- Based upon all installation work performed under standard “Level D” safety conditions.
- Based upon non-union; non-prevailing wage labor.
- Based on a complete ECA fully trained crew, working days 6 days per week, 10 hrs. per day.
- Sales Tax – excluded as a subcontractor in Arizona.
- Payment and Performance bonds are not included, but available for 2.0% of the total subcontract amount.

ECA's Scope of Work:

- ECA will furnish supervision, labor, equipment and materials for the installation of all items defined in the pricing section and included in our scope described below.
- Provide materials and installation in accordance with project plans and specifications.
- ECA will provide our standard (1) year workmanship warranty and (1) year manufacturers standard warranty in lieu of all other specified or implied.
- ECA to provide as-built documentation on liner layers only.

Scope of Work

- Supply and Install 4,462 Sf of Sacrificial Liner, 350 Sf of Sump Rub sheet, 388 LF of Tack Welding.

Bid Documents:

- **Drawings:** Sequence D Phase II – Excavation Plan and Landfill Design
- **Specifications:** Sections 02771, 02778, 02779 and 02225
- **Addendums:** N/A

Scope Provided by Others:

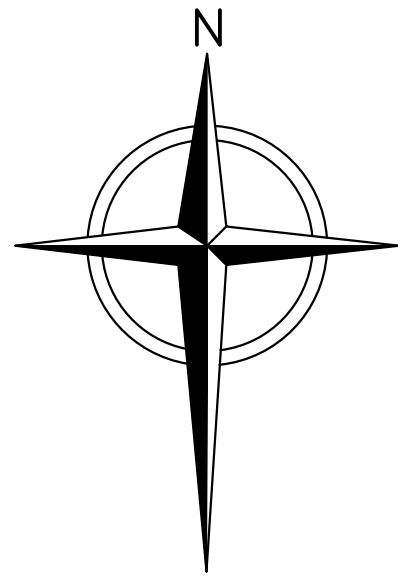
- Sequence of work to proceed in a manner so that continuity of liner work may proceed efficiently without delays.
- All earthwork (including anchor trench excavation and backfill), LCRS geotextile, concrete, piping, dewatering, and subgrade maintenance are to be provided by others.
- Supply sand for ballast bags.
- Prepared staging area and unloading of ECA supplied materials (prior to ECA mobilization) within 500 ft. of work area prior to ECA crew mobilization.
- If required, independent laboratory interface shear and conformance testing and destructive testing of field seams are to be completed by others.
- Overall site permitting, jobsite security, sanitary facilities, site access and dumpsters for disposal of construction debris.

Contract Terms:

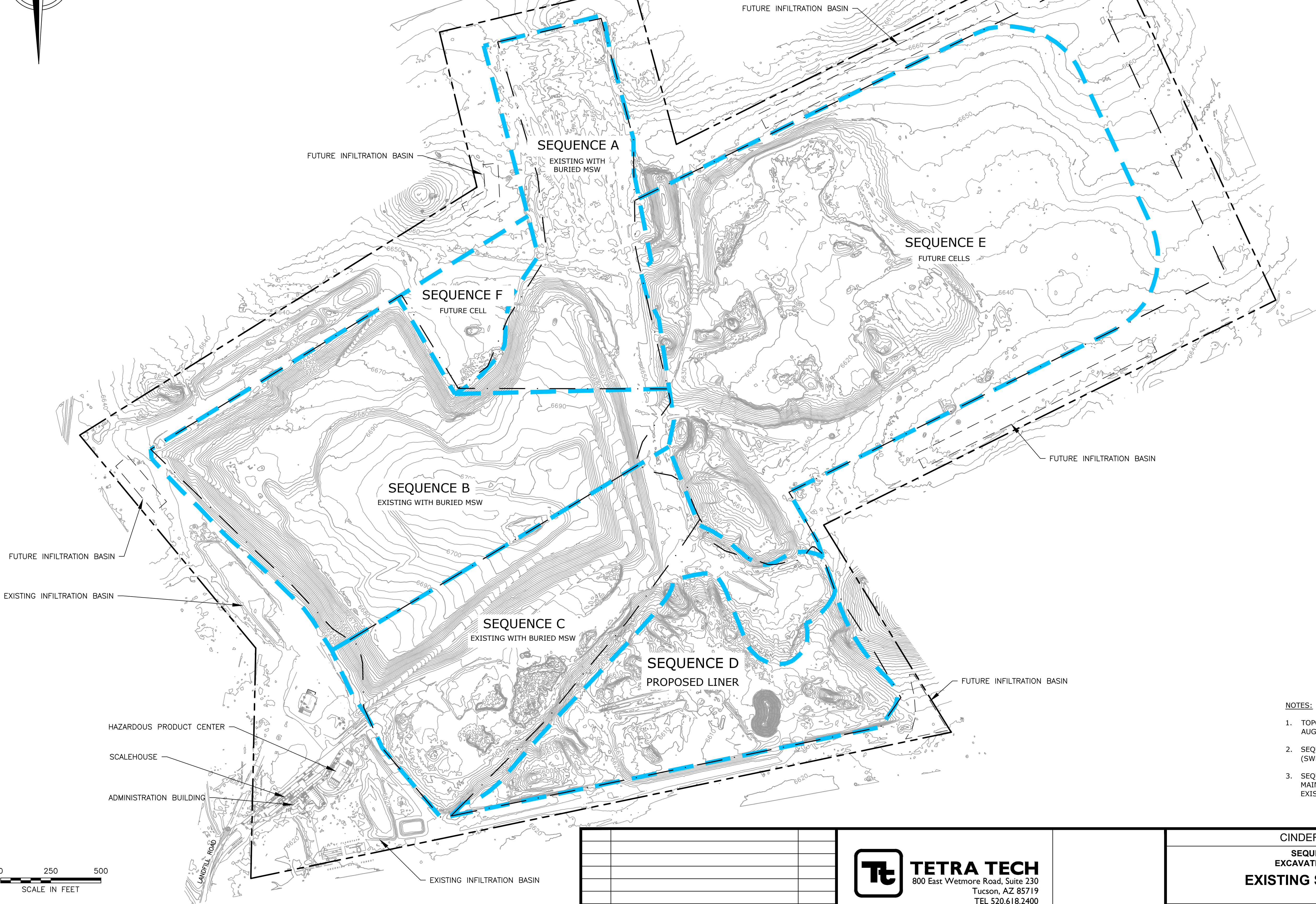
ECA and Customer will negotiate a mutually agreeable contract which includes:

- ECA will not be liable for any incidental, special, indirect or consequential damages or loss of profits.
- ECA's standard or specified insurance limits, with additional charge for additional insured or waiver of subrogation endorsements.
- Because we are bound by the common geosynthetic industry practice of charging for raw materials based upon price effects on date of shipment, we in turn must reserve the right to invoice at prevailing rates at time of shipment.
- Full release of retention within 30 days of the completion and acceptance of work performed by ECA.
- Inclusion of this quotation as an appendix to any contract agreement.

---- end ----



- LEGEND:
- PROPERTY LINE
 - SWFP SEQUENCE BOUNDARY (2008)
 - PROPOSED SEQUENCE BOUNDARY ADJUSTMENT
 - 570 EXISTING INDEX CONTOUR
 - EXISTING INTERMEDIATE CONTOUR
 - FUTURE INFILTRATION BASIN
- SEQUENCE B CELL SEQUENCE LETTER



- NOTES:
- TOPOGRAPHIC CONTOURS CREATED FROM SURFACE BY OTHERS; DATED AUGUST 29, 2022.
 - SEQUENCE BOUNDARIES ARE PER EXISTING SOLID WASTE FACILITY PLAN (SWFP) WOODWARD CLYDE, 1998.
 - SEQUENCE BOUNDARIES FOR SEQUENCE D AND E WERE REVISED TO MAINTAIN EQUIVALENT LANDFILL FOOTPRINT AREA TO THAT OF THE EXISTING SWFP.



REV	REVISION DESCRIPTION	DATE

TETRA TECH
800 East Wetmore Road, Suite 230
Tucson, AZ 85719
TEL 520.618.2400

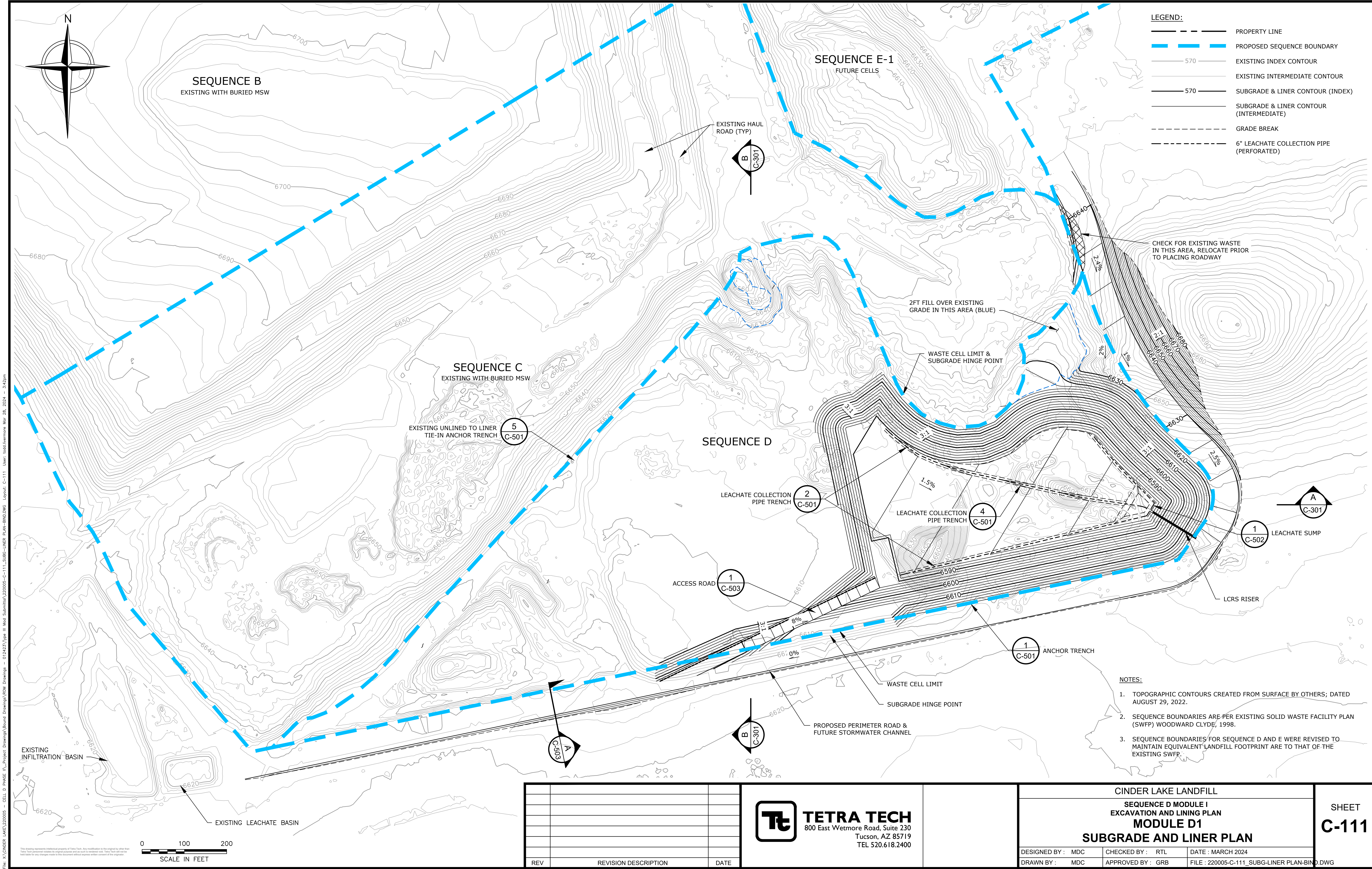
CINDER LAKE LANDFILL		
SEQUENCE D MODULE I EXCAVATION AND LINING PLAN		
EXISTING SITE CONDITIONS		
DESIGNED BY : MDC	CHECKED BY : RTL	DATE : MARCH 2024
DRAWN BY : MDC	APPROVED BY : GRB	FILE : 220005-C-100_EXIST COND-BIND REV1.DWG

SHEET

C-100

File: X:\CINDER_LAKE\220005 - C-100 - PHASE I\Project Drawings\Bound Drawings\DOM Drawings - 012423 Type III Mod Submittal\220005-C-100_EXIST COND-BIND REV1.DWG Layout: C-100 User: todd.livemore Mar 28, 2024 - 3x41pm

ISSUED FOR CONSTRUCTION



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Matthew Morales, Project Manager
Co-Submitter: Evan Tyrrell
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Approval of Contract: Second Amendment to the Contract for Professional Services for the Cinder Lake Landfill Sequence D-Phase II Excavation Plan and Landfill Design, with Tetra Tech BAS, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the Second Amendment to the Contract for Professional Services with Tetra Tech BAS for Cinder Lake Landfill Sequence D Phase II Excavation Plan and Landfill Design in the amount of \$125,037.95; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Cell D is a thirty-acre area that has been designed and partially developed for future disposal needs at Cinder Lake Landfill (Landfill). When fully developed, Cell D will provide approximately 3.8 million cubic yards of landfill capacity with an estimated life of 25 years and \$115 million in solid waste revenues in the form of tipping fees.

In 2022, the City of Flagstaff contracted with Tetra Tech BAS, Inc. (Tetra Tech) to provide design services for Phase 2, Cell D. The Contract for Professional Services also included contingencies for Construction Administration and Construction Management (CA/CM) services at a later date. The proposed Second Amendment provides the means for staff to initiate Tetra Tech to proceed with the necessary work. CA/CM services will ensure Quality Assurance and Quality Control testing and that Sequence D Phase II has been developed in accordance with the engineering design, in compliance with standards of the United States Environmental Protection Agency (EPA), and to obtain the necessary approvals from the Arizona Department of Environmental Quality (ADEQ) to commence landfilling in this new fill sequence.

Financial Impact:

The Second Amendment to the Cinder Lake Landfill, Sequence D-Phase II, Landfill Excavation and Design contract is funded by the total budget appropriations of \$125,000 from the Public Works-Solid Waste Capital Improvements line item (211-06-167-0631-0-4433) in fiscal year 2024-2025. This First Amendment is based on a Time and Materials Basis with a not to exceed value.

Policy Impact:

Good governance and efficient use of financial resources to improve community infrastructure and promote the health, welfare, and safety of the residents of the City.

Previous Council Decision or Community Discussion:

- On January 10, 2022, City Council approved Item 10.E.-Contract for Professional Services for the Cinder

Lake Landfill Sequence D-Phase II Excavation Plan and Landfill Design to Tetra Tech BAS, Inc. for \$148,808.00.

- On October 24, 2023, the City entered into a First Amendment to the Contract for Professional Services with Tetra Tech BAS, Inc. for an additional \$45,619.00.

Options and Alternatives to Recommended Action:

1. Approve the Second Amendment to the existing contract as recommended; or
2. Reject the Second Amendment to the existing contract.
 - a. If rejection occurs, possible direction may include:
 - i. Requesting staff to re-evaluate the recommendation; or
 - ii Re-prioritize this project and provide preferred direction; or
 - iii Advertise for new proposals and review at a later date

Background and History:

When fully developed, the total size of Cell D is approximately thirty acres and has an overall airspace capacity of 3.8 million cubic yards (25 years of airspace based on current disposal trends). The estimated total cost of the full development of the 30-acre cell is \$15 million, which exceeds the current budget capacity of the Solid Waste Fund. Therefore, Cell D was split into two distinct portions for development: the eastern portion and the western portion. The work completed through the existing contract Addendum will allow the eastern portion of Cell D to be fully permitted and approved for landfilling within fiscal year 2024-2025. The western portion of Cell D is budgeted for development in 2027 and 2028.

The COF Procurement Team and Landfill Team submitted a formal Request for Statements of Qualifications September 2, 2021, closing on September 24, 2021. Four vendors submitted proposals, after evaluation and interviews, a Contract for Professional Services with Tetra Tech BAS, Inc. was taken to Council to request award of the project. On October 24, 2023, a First Amendment was entered into for increased services in the amount of \$45,619.00. This Second Amendment is to increase funds for the project as the design phase continues.

Connection to PBB Priorities and Objectives:

High Performance Governance

- Serve the public by providing high quality customer service
- Enhance the organizations fiscal stability & increase efficiency and effectiveness

Safe & Healthy Community

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Sustainable, Innovative Infrastructure

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Environmental Stewardship

- Promote, protect, & enhance a healthy, sustainable environment & its natural resources.

Connection to Regional Plan:

- Goal PF.2 - Provide sustainable and equitable public facilities, service, and infrastructure systems in an

efficient and effective manner to serve all population areas and demographics.

Connection to Carbon Neutrality Plan:

No direct connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:

No connection to the 10-Year Housing Plan.

Attachments: 2022-22 Second Amendment Exhibit A - Scope and Fees



SECOND AMENDMENT

CONTRACT FOR PROFESSIONAL SERVICES Cinder Lake Landfill Sequence D-Phase II Excavation Plan & Landfill Design Contract No. 2022-22

This Second Amendment ("Second Amendment") to the fully executed Contract for Professional Services Contract No. 2022-22 dated January 25, 2022 (the "Initial Contract") for the Cinder Lake Landfill Sequence D – Phase II (the "Project") is made and entered into this ____ day of _____, 2024, by and between the City of Flagstaff, an Arizona municipal corporation ("City"), and Tetra Tech BAS, Inc., a California C Corporation ("Firm").

The Parties to the Initial Contract and First Amendment, hereby agree to the following Second Amendment.

A. The Services Section 1 – Scope of Work – Exhibit A – is amended to include the letter dated April 10, 2024 (8 pages) identifying additional work related to Cinder Lake Landfill Sequence D-Phase II Excavation Plan & Landfill Design.

B. Payment Sections 10 (Compensation) and 11 (Price Adjustment) are amended to increase the cost of the Project by an additional **one hundred twenty-five thousand thirty-seven dollars and ninety-five cents (\$125,037.95)**.

C. The total Compensation for the complete performance of work under the Initial Contract and First Amendment, as amended by this Second Amendment, shall be **three hundred nineteen thousand and four hundred sixty-four dollars and ninety-five cents (\$319,464.95)**.

All other provisions of the Initial Contract and First Amendment shall remain unchanged in full force and effect.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above. This Second Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

City of Flagstaff

By: _____
Greg Clifton, City Manager

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney

Tetra Tech BAS, Inc.

By: _____

Title: _____

Dated: _____

Exhibit A

Scope of Work dated April 10, 2024
(attached)



April 10, 2024

Mr. Matt Morales
Landfill Superintendent
City of Flagstaff
6770 E. Landfill Road
Flagstaff, Arizona 86004

**RE: PROPOSAL TO PROVIDE POST DESIGN CM SERVICES FOR THE CITY OF
FLAGSTAFF CINDER LAKE LANDFILL SEQUENCE D-PHASE II
EXCAVATION PLAN & LANDFILL DESIGN**

Dear Mr. Morales:

Pursuant to your request, Tetra Tech BAS, Inc. (Tetra Tech) is pleased to submit this proposal to provide Post Design and Engineering Services at the City of Flagstaff (COF) Cinder Lake Landfill (CLL) in conjunction with the Sequence D-Phase II (also known as Module 1) lining. These services include support for construction administration/management (CA/CM) for the project including, construction inspection, materials testing, and optional geotechnical spot checking of the contractors geotechnical subconsultants compaction results. This proposal presents a general scope of work (SOW) for the tasks that are anticipated to be required for this project. A cost estimate spreadsheet is attached to this proposal.

SCOPE OF WORK

As outlined in this SOW, CA/CM services are proposed to evaluate material and equipment for compliance with the project specifications, to monitor and document contract or progress, and to document that work has been completed in accordance with the contract documents. To fulfill this objective, Tetra Tech will complete the post design services in seven tasks. Descriptions of the tasks are provided below.

Task 1 Project Management

The construction administration phase will include the following work elements:

- Tetra Tech will attend construction kick-off, progress, and substantial completion meetings via Teams or onsite during scheduled visits.
- Project management/coordination between Tetra Tech, the Contractor, and COF Staff.
- Verification of quantities using survey provided by the Contractor.

Task 2 Observation and Monitoring

Tetra Tech will perform fulltime monitoring of construction progress and answer questions that the COF or Contractor may have based on site conditions encountered. Tetra Tech will have CM staff based locally for the duration of the assumed construction period. Additional senior staff

Tetra Tech BAS
22601 North 19th Avenue, Suite 225
Phoenix, Arizona 85027

will attend the onsite construction kickoff and make an assumed total of two additional site visits under this project during the assumed duration of the lining project construction. It is assumed that one of these visits will occur during the Contractor's arrival of liner project materials (from mid-May 2024) and the other site visit will occur during the Contractor's subsequent liner placement (July through August 2024).

Testing shall be in conformance with that indicated in the project specifications and in accordance with approved CQA procedures. Tetra Tech will review all submitted testing reports and will forward approvals or appropriate recommendations to the COF.

Health and Safety

Incidental to the services for this Project, Tetra Tech will review the site during the visits and notify the Contractor and the COF if unsafe conditions which Tetra Tech may observe or foresee. It is understood that the Contractor will be responsible for safety at the job site.

Corrective Action Items

Tetra Tech will review the daily contractor reports and note any potential deficiencies in the Contractor's activities or in material delivered to the site. Our reviews will be submitted to the COF staff and the Contractor to help minimize the impact on the overall construction schedule. Depending on the nature of any potential deficiencies, notification to the Contractor may be verbal and in writing, and it will be noted in the daily report. At the construction progress meeting, CQA issues will be addressed and documented.

If the Contractor indicates that substantial completion of the project is attained, Tetra Tech will evaluate for compliance with applicable requirements and make the appropriate recommendations to the COF.

Project documents are computer-generated and therefore backed up electronically for protection. Outlined below is a brief description of typical documentation that would be collected and maintained during the site visits:

Photo Log

During the site visits, Tetra Tech will take digital photographic images to document progress, note unusual or unforeseen conditions, and record events of interest. The images will include date/time information. Digital project images will be maintained on a cloud-based servers. A data file containing representative images will be transmitted to the COF as part of the construction certification report.

Construction Reports

During each site visit Tetra Tech will generate a construction report log. This report log will include the date, weather, a summary of the equipment working (and non-operating equipment), manpower (number and name of Contractor and Subcontractor workforce), documentation of the

Contractor's mobilization /demobilization, material deliveries, visitors to the site, safety discussions/concerns, and a narrative describing the work currently being performed.

The narrative portion of the report will include sufficient information to convey to the COF the scope of work that occurred on that day, the locations in which the work occurred, and material decisions made.

Construction Deficiencies/Punch List

A list will be maintained of deficiencies and items requiring repair, removal, or remediation. As items are corrected, they will be removed from the list. The Contractor will be kept advised of the items requiring additional work. At substantial completion those items, which have not been completed, will be added to the close-out punch list.

Submittal and Shop Drawing Review

All submittals received will be logged as to number, date, subject, and other pertinent information, and then distributed to the appropriate individuals for review and approval. When submittals are returned to Tetra Tech from the reviewer, they will again be logged, disposition noted, and then returned to the Contractor. Outstanding submittal status will be reviewed at each construction progress meeting, as well as projecting the need and timeliness of submittals not yet received and their potential impact on upcoming tasks.

Tetra Tech will commit to reviewing time sensitive submittals within an appropriate period based upon the complexity of the submittal. Upon receipt of the submittal Tetra Tech will verify that the submittal is complete or will notify the Contractor that additional information is necessary before our review can begin (the review period will not begin until a complete submittal has been received).

Request for Information (RFI) and Design Clarification

Tetra Tech will be the focal point for communication or correspondence directed to or from the Contractor. Upon final review by Tetra Tech, clarifications or interpretations of design issues will be documented and transmitted to the Contractor. Responses, whether resulting from a Contractor Request for Information (RFI) or initiated by Tetra Tech/COF will be logged and reviewed at the construction progress meetings.

The same format as outlined for tracking submittals will be implemented to track RFIs and Design Clarifications. Responses to RFIs and finalization of design clarifications will be reviewed and approved by the Design Engineer. For design issues Tetra Tech will also confer with the COF staff as it may affect COF operations, maintenance and/or compliance with regulatory requirements.

Contract Change Orders

Tetra Tech will review and make recommendations to the COF on all claims of the Contractor for extra work not covered in the Contract documents, and the recommendations will be jointly

reviewed by Tetra Tech and the COF for final decisions. Tetra Tech will review construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Contractor(s) claims.

Task 3 Materials Testing Services

Tetra Tech will provide materials testing services for the COF. The Tetra Tech team has past and recent successful working relationships on similar projects utilizing subcontracting services with TRI Environmental Incorporated. Tetra Tech's on-site personnel will coordinate with the liner contractor to collect liner coupons which will be sent in for testing.

Task 4 Geotechnical Testing Services

For geotechnical testing of soil compaction and crushed/screened soils generated for the project, Tetra Tech can provide primary or additional geotechnical testing upon request from the COF. This will be accomplished either with our internal geotechnical laboratory or using a subcontractor geotechnical testing firm. The Tetra Tech team has past and recent successful working relationships on similar projects utilizing subcontracting services with Alpha Geotechnical and Materials, and Ninyo & Moore Geotechnical and Environmental Science Consultants, and others.

Task 5 Construction Certification Report

A Construction Certification Report will be prepared by Tetra Tech after completion of the FY 2024/25 elements of the construction project. The work to be performed in FY 2024/25 will include liner placement and other elements of the Module 1 lined cell construction. This report will be submitted to the Arizona Department of Environmental Quality (ADEQ). ADEQ will need to approve the report prior to waste disposal occurring within the newly lined Sequence D Module 1 area.

The report will include the following:

- Project background information.
- Construction quality assurance testing and documentation conducted in accordance with the Specifications, including documentation of any failed test results.
- Description of procedures used to correct improperly installed material, and documentation of all re-testing performed, including results of re-testing.
- Record drawings noting deviations from the approved plans.
- A statement that the project was constructed in general compliance with the specifications and project requirements based upon and to the extent of Tetra Tech's limited CQA of the project during the construction period.
- A series of digital images of major project phases and features.

Upon completing the excavation, Tetra Tech will prepare record drawings to reflect the actual work. Contractors will be requested to provide as-built survey data at completion of construction. Under this task, Tetra Tech will conduct field verification of the construction changes and will

integrate them into the record drawings. This will provide the COF with accurate information related to the actual completed construction. Drawings will be updated, stamped by an Arizona registered professional engineer, and presented to the COF at completion of the project.

Tetra Tech will submit a draft copy of the Construction Certification Report to the COF for review and comment within 30 days of construction completion and receipt of survey as-built information from the Contractor's surveyor. Following one round of comments from the COF, the final report will be submitted by a professional engineer, registered in the State of Arizona. The COF will be provided with an electronic copy of the record drawings and report on compact disk. The report will be in PDF format. As-built drawings will also be submitted in AutoCAD format.

OPTIONAL SERVICES

Although not included in the budget estimate below, Tetra Tech is available to provide the following services upon request. These additional services can be provided on a time-and-material basis based on the unit rates in our contract with the COF.

Survey

The Contractor will be providing the as-built survey, including gathering all necessary survey data for quantities, as required in the project specifications. However, if requested by the COF, Tetra Tech can provide survey verification services using our in-house Arizona-registered professional land surveyor. The Tetra Tech team has past and recent successful working relationships on similar projects utilizing subcontracting services with Aerial Mapping Incorporated, and Southwest Survey Solutions (S3), and others.

PROJECT ORGANIZATION

The project will be implemented under the direction and management of Mr. Garth Bowers, P.E. and Project Manager Mr. Todd Livermore, P.E.

FEE ESTIMATE

The anticipated estimate to complete this scope of services is \$125,037.95 and a detailed breakout is provided on the Fee Estimate provided in the attached table.

Tetra Tech will commit to the project the necessary manpower to meet the Contractor's schedule and provide responsible construction services throughout the duration of the project. This fee estimate was based on the fact that the majority of the work is above grade and exposed, our past experience with similar projects, the Contractor's construction schedule and the following assumptions:

- The current Rummel schedule (attached) is for liner work to begin in mid-June 2024 and conclude at the end of August 2024.

- Two site visits will be attended by both Mr. Bowers and Mr. Livermore and will consist of up to 4 hours of time on site at the Cinder Lake Landfill. Travel time and vehicle mileage for these site visits are included in the budget estimate for Task 2.
- Assumes bi-weekly construction progress meetings will be conducted during the active mobilization of the Contractor (mid-June 2024 through August 2024).
- Our cost estimate is based on approximately ten calendar weeks from mid-June 2024 through August 2024.

TERMS AND CONDITIONS/APPROVAL

This work will be governed in accordance with the terms and conditions of the existing Engineering Services Contract between Tetra Tech BAS and the COF. This project will be completed on a time and materials, not to exceed, basis.

Tetra Tech appreciates this opportunity to present this proposal and looks forward to assisting the COF in the successful completion of this project. If there should be any questions or you require additional clarification, please advise.

Yours very truly,



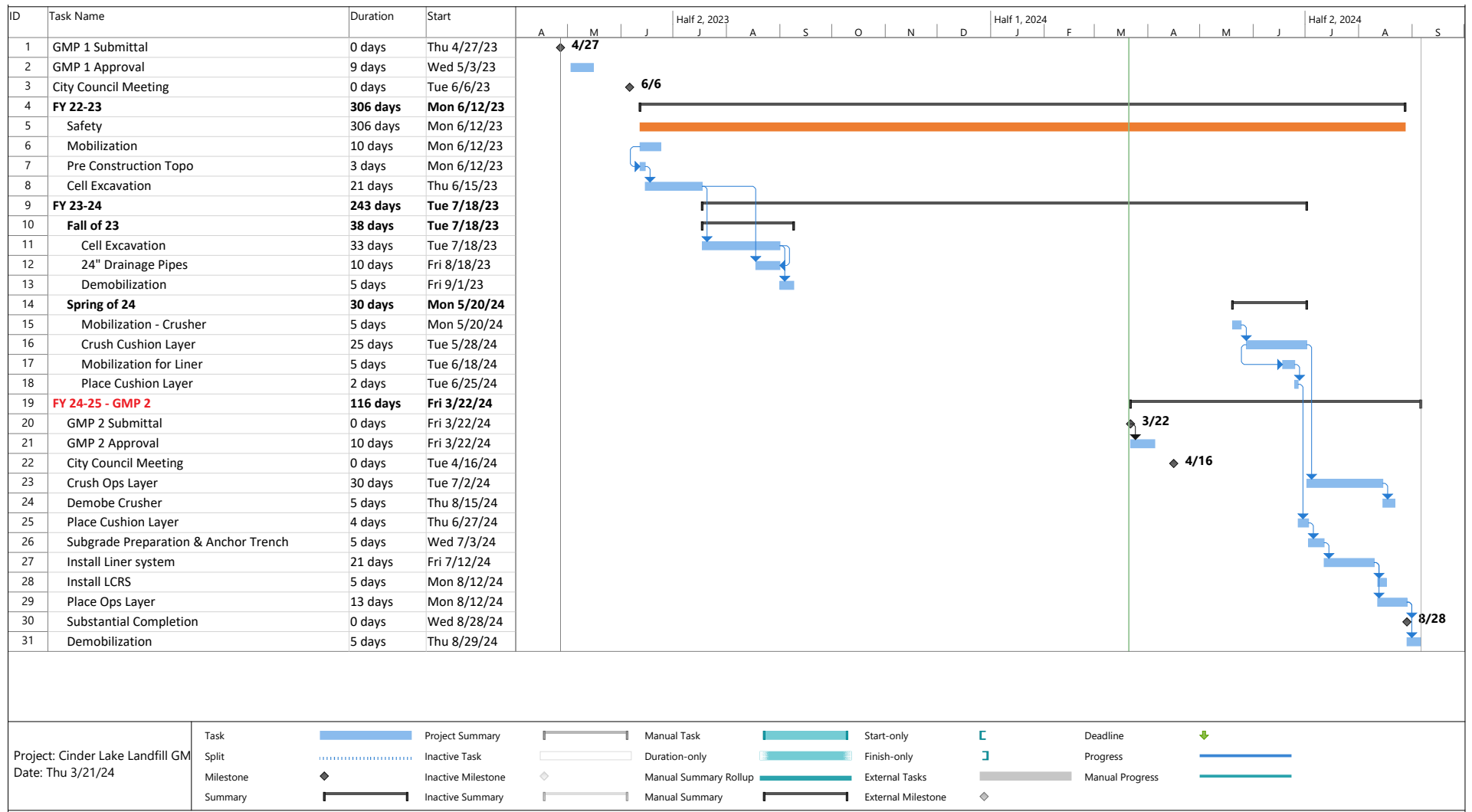
Todd Livermore, P.E., CFM
Manager, Phoenix Office

Attachments: Cost Spreadsheet
Cc: Garth Bowers, P.E., Tetra Tech
Caleb Moore, P.E., Tetra Tech

City of Flagstaff
Cinder Lake LF Sequence D Module I Lining CM Services
Tetra Tech Solid Waste West
Estimated Budget

Task Number	Task Name	Labor	Expenses	Subcontractors	Total
1	PROJECT MANAGEMENT	\$26,098.00	\$1,931.65		\$28,029.65
2	OBSERVATION AND MONITORING	\$53,862.00	\$10,848.90		\$64,710.90
3	MATERIALS TESTING SERVICES	\$768.00	\$38.40	\$11,500.00	\$12,306.40
4	GEOTECH SERVICES	\$768.00	\$38.40	\$7,475.00	\$8,281.40
5	CONSTRUCTION CERTIFICATION REPORT	\$11,152.00	\$557.60		\$11,709.60
Total		\$92,648.00	\$13,414.95	\$18,975.00	\$125,037.95

E. PRELIMINARY SCHEDULE



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Patrick Brown, Purchasing Director
Date: 04/25/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Approval of Contract: Approval of Contract with Flagstaff Shelter Services for emergency shelter and services, in an annual amount of \$100,000.

STAFF RECOMMENDED ACTION:

1. Approve the Contract with Flagstaff Shelter Services for emergency shelter and services, in an annual amount of \$100,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City Council has directed staff to allocate \$100,000, annually, for emergency shelter and services to Flagstaff Sheltering Services, Inc. ("FSS"). FSS intends to use the City's annual financial support of \$100,000, to continue to provide safe shelter, housing services, budgeting support, and access to nutritious meals and coordinated medical and behavioral health care for individuals and families experiencing homelessness in Flagstaff.

Financial Impact:

Project Name: Emergency Shelter and Services
Cost: \$100,000.00
Account Number Budgeted: 001-09-402-1311-1-4273
FY 2023-24 Budgeted Amount: \$100,000.00
Funding Source: General Fund

Policy Impact:

Previous Council Decision or Community Discussion:

The City Council had discussions regarding allocation of funds last summer and directed staff to work to provide financial assistance to Flagstaff Shelter Services, Inc. to shelter the vulnerable population.

Options and Alternatives to Recommended Action:

1. Approve the Contract with Flagstaff Shelter Services for emergency shelter and services, in an annual amount of \$100,000; or
2. Do not approve the Contract.

Connection to PBB Priorities and Objectives:

Sustainable and Innovative Infrastructure: Support the community's social infrastructure needs; assist those

partner organizations that provide services the City does not.

Safe & Healthy Community: Support social services, community partners, and housing opportunities.

Livable Community: Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities.

Connection to Regional Plan:

None.

Connection to Carbon Neutrality Plan:

Housing for All / HA-1: Create housing options for households at all income levels and family sizes occupied by local residents.

Connection to 10-Year Housing Plan:

None.

Attachments: Contract
 Exhibit B - Terms and Conditions
 Exhibit C - Insurance Requirements

CONTRACT FOR SERVICES

Contract No. 2024-113

The Contract is entered into this ____ day of _____, 2024 by and between the City of Flagstaff ("City"), a political subdivision of the State of Arizona ("City") and Flagstaff Shelter Services, Inc., an Arizona non-profit corporation ("Contractor").

NOW THEREFORE, the City and Contractor (the "Parties") agree as follows:

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

EMERGENCY SHELTER AND SERVICES

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

2. Compensation: In consideration for satisfactory performance of the Contract, the City shall pay Contractor \$100,000.00, annually. Any increase in compensation must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.
3. Terms and Conditions: The Terms and Conditions attached hereto as Exhibit B shall apply to the Contract.
4. Insurance Requirements: The Insurance Requirements attached hereto as Exhibit C shall apply to the Contract.
5. Contract Term: The Contract shall be for three (3) years, unless terminated pursuant to the Terms and Conditions. The Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City's issuance of the Notice to Proceed.
6. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice: Any notice under the Contract shall be in writing and sent by certified mail and email:

To the City:

Greg Clifton
City Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
greg.clifton@flagstaffaz.gov
Phone: (928) 213-2053

To Contractor:

Ross Shaefer
Executive Director
Flagstaff Shelter Services, Inc.
4185 E. Huntington Dr.
Flagstaff, AZ 86004
ross@flagshelter.org
Phone: (928) 225-2533

With a copy to:

Patrick Brown
Procurement Director
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov
Phone: (928) 213-2277

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

FLAGSTAFF SHELTER SERVICES, INC.:



Print name: Ross Schaefer _____

Title: __Executive Director_____

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



DATE: April 29, 2024

TO: Mayor and City Council Members

FROM: Ross Schaefer, Executive Director, Flagstaff Shelter Services

SUBJECT: Approve Agreement for Emergency Shelter Services between the City of Flagstaff and Flagstaff Shelter Services in the amount of \$100,000 annually

BACKGROUND:

The mission of Flagstaff Shelter Services (FSS) is to provide individuals and families experiencing homelessness with crisis stabilization and tools they need to achieve housing stability; regardless of faith, mental health, or sobriety. For 17 years, FSS has filled a critical gap in community services in Flagstaff and greater Coconino County by serving neighbors experiencing homelessness without preconditions or barriers. FSS provides these critical services to anyone in need, including those regularly turned away by every other homeless service provider in town. More than a bandage to the persistent challenge of homelessness, our goal is to end households' experiences in homelessness once and for all.

The vision of FSS is to provide "shelter tonight and housing tomorrow." This concept reflects the idea that FSS can be an emergency crisis response for the most vulnerable individuals, couples, and families in Northern Arizona and then, through the provision of resource referral and housing focused case management, stabilize households experiencing homelessness with safe and affordable housing that they have the tools and resources to maintain.

SCOPE OF SERVICES:

FSS has supported emergency shelter services in Flagstaff since 2006, and currently operates under a Memorandum of Understanding with the City of Flagstaff to provide emergency safety net services. We are the year-round community response, and this is particularly true during times of crisis, whether it be a pandemic, freezing winter temperatures, inclement weather, wildfires, or flash flooding. When the surrounding national forests are closed due to active wildfires or flooding, FSS is the community response, as outlined in the city's Wildfire Preparedness Plan. Those who were living in the forests and are suddenly displaced, come to FSS for safe shelter and connection to housing resources. Since the onset of the COVID-19 pandemic, FSS has served as the community safety net for COVID-positive individuals lacking stable housing. As the largest emergency shelter and only low-barrier shelter in the city, our organization serves two-thirds of the people experiencing homelessness in Coconino County daily. This means caring for hundreds of people a night and around 2,000 unduplicated people a year. FSS needs the City's financial support at \$100,000 annually to continue providing safe shelter, housing services, budgeting support, and access to nutritious meals and coordinated medical and behavioral health care for individuals and families experiencing homelessness in Flagstaff. These year-round services provided by FSS support the health and vitality of our most vulnerable neighbors as well as the larger Flagstaff community.

Sincerely,

A handwritten signature in blue ink, reading "Ross Schaefer". The signature is fluid and cursive, with the first name "Ross" and last name "Schaefer" clearly legible.

Ross Schaefer
Executive Director

4185 East Huntington Drive, Flagstaff, AZ, 86004 | 928.225.2533 | hello@flagshelter.org

EXHIBIT B

TERMS AND CONDITIONS (SOCIAL SERVICES)

(Last Updated April 26, 2024)

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.

PAYMENT

6. **INVOICES:** A separate invoice shall be submitted for each fiscal year of service. Invoices shall include the Contract and/or Purchase Order number. Payment will only be made for satisfactory services received and accepted by City.

SERVICES

7. **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.

INSPECTION, RECORDS, ADMINISTRATION

8. **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.
9. **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.
10. **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.

11. **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

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

CONTRACT CHANGES

13. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
14. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
15. **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.
16. **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.
17. **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.

EMPLOYEES AND SUBCONTRACTORS

18. **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.

19. **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.
20. **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.
21. **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

22. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
23. **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.
24. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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

31. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
32. **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.
33. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
34. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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

INSURANCE REQUIREMENTS (SOCIAL SERVICES)

(Last Updated April 26, 2024)

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

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-

insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of

insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Carmen Pryer, Real Estate Specialist
Co-Submitter: Bryce Doty
Date: 05/03/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-14: An ordinance of the City Council of the City of Flagstaff, ratifying the grants of easements and real property; and formally accepting grants of easements and real property; providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1. **Read Ordinance No. 2024-14 by title only for the final time**
2. **City Clerk reads Ordinance No. 2024-14 by title only (if approved above)**
3. **Adopt Ordinance No. 2024-14**

Executive Summary:

The proposed ordinance authorizes property acquisitions as contemplated by the Flagstaff City Charter, Article VII, section 5, which provides that acquisition of all public real property and property exchanges are to be authorized by ordinance.

The ordinance serves to approve acquisitions or dispositions of real property that already have occurred. The City regularly receives real property interests from private property owners during the development review process and per City Code. Typically these real property interests are acquired by dedication or donation. These acquisitions may be for drainage, utilities, the urban trails system, slopes, rights-of-way or other public purposes. Additionally, the City has also granted utility easements across City-owned property necessary for City projects.

The proposed ordinance does not include a list of the real property interests dedicated to the City upon recordation of a final plat. The City Council approves all final plats.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action.

Policy Impact:

None

Previous Council Decision or Community Discussion:

Council has ratified other real property transactions and easements approved through the development review process. This ratification usually occurs on an annual basis. The Council adopted a similar Ordinance 2023-25 on the 21st day of November, 2023.

Options and Alternatives to Recommended Action:**1. Adopt the Ordinance**

Pros: Formally approving the real property interest transactions conforms with City practices.

Cons: None.

2. Do not adopt the Ordinance. In this case, transactions may be voided or there would be a further discussion as to appropriate action.

Pros: None identified.

Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background and History:

The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Connection to PBB Priorities and Objectives:**TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE**

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Connection to Division Specific Plan:

None

Attachments: Ord. 2024-14
 Exhibit A: Chart

ORDINANCE NO. 2024-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, RATIFYING THE GRANT AND RESERVATION OF EASEMENTS; AND FORMALLY ACCEPTING DEDICATIONS AND DONATIONS OF EASEMENTS AND REAL PROPERTY INTERESTS; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") has received dedications and donations of easements and real property interests across private property which have not yet been formally accepted by City Council; and

WHEREAS, the City has granted and reserved easements across City property for City projects, which have not yet been ratified by City Council

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

That the City formally accepts the dedications and donations of easements and real property as listed in Exhibit A, attached to this ordinance.

That the City ratifies the grants and reservations of easements across City property as listed in Exhibit A, attached to this ordinance.

SECTION 2: Delegation of Authority.

That the City Manager, the City Attorney, the City Clerk, the Finance Director, the City Real Estate Manager, or other employees or agents as deemed necessary, are hereby authorized, and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this ordinance.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to

this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of May, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Exhibit A: Chart of Easements and Rights-of-Way

****Exhibits on file with the Flagstaff City Clerk****

Exhibit A
2023-2024
Easements and Rights-of-Way

<u>Easement Type</u> <u>Rights-of-Way</u>	<u>Parcel</u> <u>Number</u>	<u>Project</u>	<u>Location</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Size in</u> <u>SF</u>	<u>Size in</u> <u>Acres</u>	<u>Document</u> <u>Number</u>	<u>Date</u> <u>Recorded</u>
Public Water Easement	107-13-020	Chick-fil-A	2401 E. Route 66	DSP LT 2401 FLAGSTAFF LLC	City of Flagstaff	99	0.002	3991250	3/14/2024
Public Water and Appurtenances (Water Easement)	103-22-007	In & Out Burger	1860 S. Milton Road	RMG Family, LLC, a California limited liability company.	City of Flagstaff	135	0.003	3990747	3/5/2024
Drainage Easement	109-08-154	Spruce Avenue Wash	2924 N. Main Street	Laurel J. & Ricardo F. Baca	City of Flagstaff	490	0.01	3988618	1/23/2024
Right-of -Way Warranty Deed	104-02-065	Lone Tree Overpass	605 S. Lone Tree Road	Darlene Mae Calvano	City of Flagstaff	82	0.001	3988267	1/17/2024
Right-of -Way Warranty Deed	104-02-095A	Lone Tree Overpass	530 E Franklin Avenue	Franklin Duplex, LLC, an Arizona limited liability property	City of Flagstaff	40	0.0009	3987400	12/27/2023
City Water & Sewer Utilities	106-08-003F	New Fire Station	Fourth Street south of Whetstone Drive	Burch 6 LLC	City of Flagstaff	6,727	0.15	3984057	10/25/2023
Easement for Public City Water and Sewer Utilities	107-30-016C	Northwoods Business Center	2163 N Vickey Street	Arrow Development Inc.	City of Flagstaff	4,328	0.09	3982919	10/5/2023
Drainage Easement	107-30-016C	Northwoods Business Center	2163 N Vickey Street	Arrow Development Inc.	City of Flagstaff	9,958	0.22	3982918	10/5/2023
Drainage Easement	112-27-033	N/A	1760 S Thompson St.	1683 West Route 66, LLC an Arizona limited liability company	City of Flagstaff	16,117	0.37	3981306	9/8/2023

Exhibit A
2023-2024
Easements and Rights-of-Way

Public Waterline Easement	109-02-002A	2801 N. Izabel Street	Coconino High School	Flagstaff Unified School District No. 1	City of Flagstaff	8,545	0.19	3981156	9/7/2023
Public Waterline Easement	Current APN: 103-22-007 Previous APN: 103-22-004V, 8	In & Out	1860 S Milton Rd.	RMG Family, LLC.	City of Flagstaff	7,505	1.722	3981155	9/7/2023

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jennifer Caputo, Human Resources Manager
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Adoption of Ordinance No. 2024-15: An ordinance amending the Flagstaff City Code, Chapter 1-14, Personnel System, by amending the Employee Handbook of Regulations, Section 1-50-010 Holiday Leave; providing for repeal of conflicting ordinances, severability, authority for clerical correction, and establishing an effective date.

STAFF RECOMMENDED ACTION:

At the May 7, 2024 Council Meeting:

- 1) Read Ordinance No. 2024-15 by title only for the first time
- 2) City Clerk reads Ordinance No. 2024-15 by title only (if approved above)

At the May 21, 2024 Council Meeting:

- 3) Read Ordinance No. 2024-15 by title only for the final time
- 4) City Clerk reads Ordinance No. 2024-15 by title only (if approved above)
- 5) Adopt Ordinance No. 2024-15

Executive Summary:

Flagstaff City Council discussed and provided direction to add two new City holidays at their retreat of December 14, 2023. These holidays include Juneteenth, which will be recognized each year on June 19th and Indigenous Peoples' Day, which will be recognized each year on the second Monday in October.

Financial Impact:

The financial impact of adding two new City holidays is \$214,000.

Policy Impact:

The Employee Handbook amendment being considered modifies the language to include the two new City holidays which will be recognized each year on June 19th for Juneteenth and on the second Monday in October for Indigenous Peoples' Day.

Previous Council Decision or Community Discussion:

The Council discussed and gave direction to advance the two new holidays at their retreat on December 14, 2023.

Options and Alternatives to Recommended Action:

Not approve the additional two holidays.

Background and History:

1. Adopt the ordinance.
2. Update the ordinance.
3. Suggest an alternative to the ordinance.

Connection to PBB Priorities and Objectives:

High Performing Governance

Be an inclusive employer of choice

Inclusive and Engaged Community

Facilitate and foster equity, diversity, and inclusivity

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: Ord. 2024-15
 Addendum 36

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS, SECTION 1-50-010 HOLIDAY LEAVE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve the proposed amendments to the Flagstaff Employee Handbook of Regulations pursuant to the Flagstaff City Charter, Article IV.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

The Flagstaff City Code, Chapter 1-14, Personnel System, is hereby amended by adopting the amendments contained in Addendum 36 to the Employee Handbook of Regulations ("Handbook"), as follows.

SECTION 2. Amendments to Employee Handbook of Regulations, 1-50-010 Holiday Leave

The Employee Handbook of Regulations, 1-50-010 Holiday Leave, is hereby amended as shown below (additions are underlined, deletions are stricken):

1-50-010. HOLIDAY LEAVE

Benefit Eligible employees are eligible to receive paid time off or compensatory time for City Holidays and a Floating Holiday each calendar year.

A. DEFINITIONS

1. "City Holidays" include the following holidays: New Year's Day, January 1st; Martin Luther King Day, Third Monday in January; President's Day, Third Monday in February; Memorial Day, Last Monday in May; JUNETEENTH, JUNE 19TH; Independence Day, July 4th; Labor Day, First Monday in September; INDIGENOUS PEOPLES' DAY, SECOND MONDAY IN OCTOBER; Veteran's Day, November 11th; Thanksgiving Day, Fourth Thursday in November; Day After Thanksgiving, Fourth Friday in November; and Christmas Day, December 25th.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 21st day of May, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ADDENDUM 36 OF THE EMPLOYEE HANDBOOK OF REGULATIONS

ARTICLE 1-50. LEAVE

1-50-010. HOLIDAY LEAVE

Benefit Eligible employees are eligible to receive paid time off or compensatory time for City Holidays and a Floating Holiday each calendar year.

A. DEFINITIONS

1. "City Holidays" include the following holidays: New Year's Day, January 1st; Martin Luther King Day, Third Monday in January; President's Day, Third Monday in February; Memorial Day, Last Monday in May; Juneteenth, June 19th; Independence Day, July 4th; Labor Day, First Monday in September; Indigenous Peoples' Day, Second Monday in October; Veteran's Day, November 11th; Thanksgiving Day, Fourth Thursday in November; Day After Thanksgiving, Fourth Friday in November; and Christmas Day, December 25th.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sterling Solomon, City Attorney
Date: 05/03/2024
Meeting Date: 05/07/2024



TITLE:

Consideration and Adoption of Resolution No. 2024-21: A resolution approving settlement of the City's attorney fees in *City of Flagstaff v. State of Arizona, et. al.*, Case No.: CV2021-011210 in the Maricopa County Superior Court relating to Flagstaff's local minimum wage and its alleged impacts on agencies of the State of Arizona operating in Flagstaff.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2024-21 by title only
2. City Clerk reads Resolution No. 2024-21 by title only (if approved above)
3. Adopt Resolution No. 2024-21

Executive Summary:

City staff recommends that the City Council authorize and approve settlement of City's attorney fees in *City of Flagstaff v. State of Arizona, et. al.*, Case No.: CV2021-011210 in the Maricopa County Superior Court. The lawsuit was a declaratory action brought by the City of Flagstaff against State of Arizona (State). The lawsuit sought to enjoin the State from enforcing A.R.S. § 35-121.01 which sought reimbursement to the State for alleged impacts of Flagstaff's minimum wage. After the City of Flagstaff prevailed, this resolution is a settlement of the City's attorney fees in the case.

Financial Impact:

The City of Flagstaff is no longer required under A.R.S § 35-121.01 to pay any amounts to the State of Arizona for alleged impacts of Flagstaff's local minimum wage.

Policy Impact:

N/A.

Previous Council Decision or Community Discussion:

City Council authorized the City Attorney's Office to file a declaratory action through outside legal counsel against the State of Arizona.

Options and Alternatives to Recommended Action:

1. Approve the resolution. (Recommended.)
2. Not approve the resolution.

Connection to PBB Priorities and Objectives:

High Performing Governance

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: Res. 2024-21

RESOLUTION NO. 2024-21

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING SETTLEMENT OF THE CITY'S ATTORNEY FEES IN CITY OF FLAGSTAFF V. STATE OF ARIZONA, ET. AL., RELATING TO FLAGSTAFF'S LOCAL MINIMUM WAGE AND ITS ALLEGED IMPACTS ON AGENCIES OF THE STATE OF ARIZONA OPERATING IN FLAGSTAFF

RECITALS:

WHEREAS, the City Council has determined it is in the best interests of the City to enter into a settlement of the City's attorney fees in City of Flagstaff v. State of Arizona, et. al., Case No. CV2021-011210 in the Maricopa County Superior Court;

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The City Council hereby authorizes the settlement of the City's attorney's fees in City of Flagstaff v. State of Arizona, et. al., Case No. CV2021-011210 in the Maricopa County Superior Court.

SECTION 2. Delegation of Authority.

The City Manager and City Attorney are authorized and directed to execute such documents and take such other actions as are necessary to carry out the purpose of this Resolution.

SECTION 3. Effective Date.

This Resolution shall be immediately effective.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of May, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Langley, Public Affairs Director
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE

Post-wildfire Flooding Update

STAFF RECOMMENDED ACTION:

For information only.

Executive Summary:

City staff will present the latest information about post-wildfire flooding and short-term and long-term mitigations in the Schultz Creek/ Pipeline West area and the Spruce Wash/ Museum Flood area.

Information:

City staff will present an overview of flood mitigation efforts.

Attachments: [Presentation](#)

Post-Wildfire Flooding Update

May 7, 2024



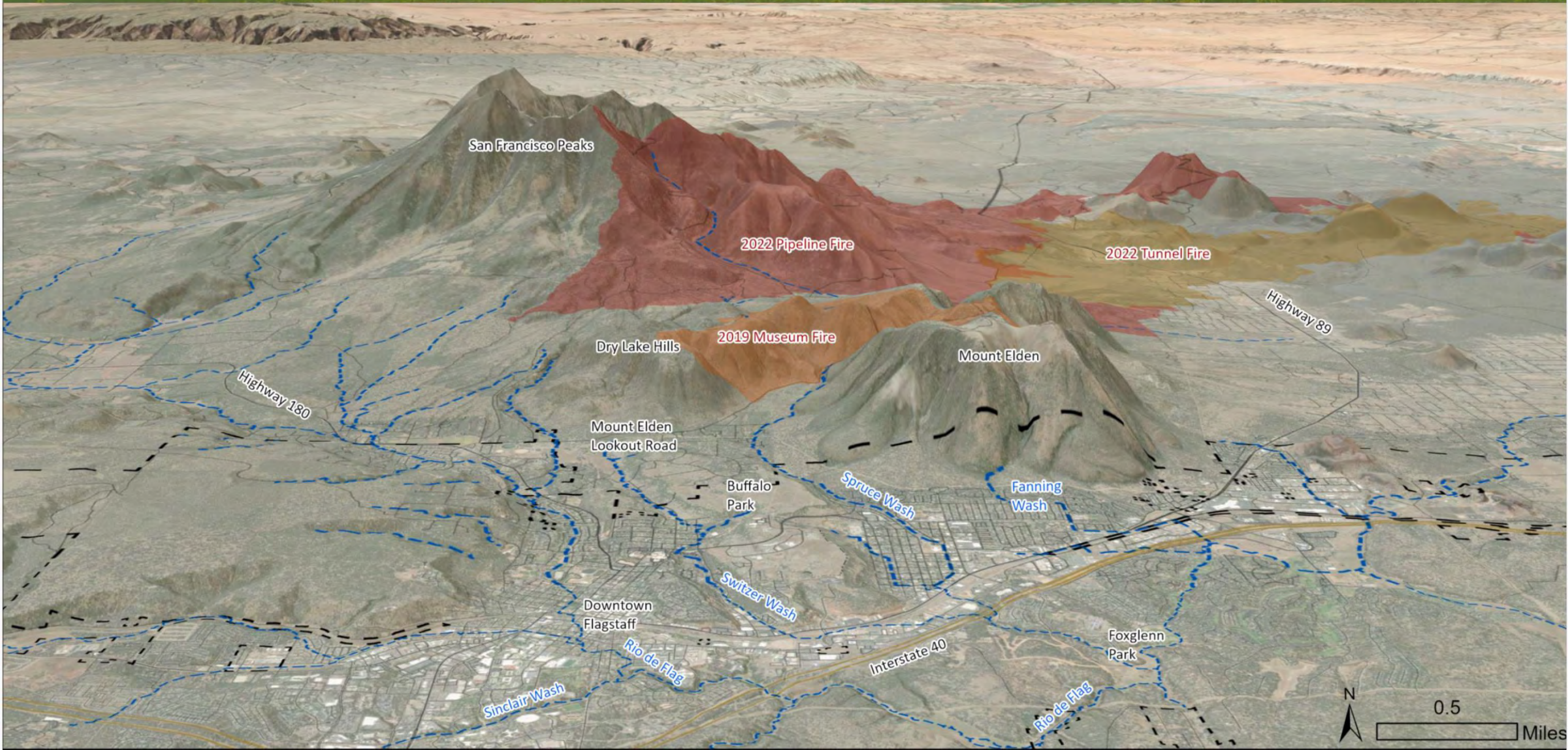


Objectives for tonight

- Spruce Wash updates
 - Sandbags & service request line details
- Schultz Creek updates
 - Sandbags & service request line details
- Flood prevention grants
- Questions



Overall Map





Spruce Wash

- Milestones
- Infrastructure project updates
 - Grandview Phase II Roadway
 - Linda Vista Crossing
 - Linda Vista to Cedar Channel Phase I Franchise Utilities
 - Wedge Phase II Utilities
- Construction impacts
- Modeling
- Preparations for 2024 monsoon season
- Breakout with design and construction team



Schedule

NOV 2022

PROP 441
PASSES

THANK YOU
FLAGSTAFF!

NOV 2022 -
ONGOING

STUDY,
PLANNING,
DESIGN &
PRECON

APR 2024

COMPLETED:
GRANDVIEW
UTILITIES &
WEDGE
CLEARING

2024

CONSTRUCT:

Grandview
LV-Cedar
Channel

Wedge Utils &
Stormdrain

2025

CONSTRUCT:

Wedge Utils &
Stormdrain
Cont.

Cedar Xing

Dortha-Arroyo
Seco Channel

2026

CONSTRUCT:

Arroyo Seco
to Dortha
Channel
Cont.

Killip Inlet &
Outlet

Spruce Wash






Suite of projects



Key Flood Projects

1. Grandview Drive Reconstruction
2. "The Wedge" Detention Basin
3. Linda Vista Drive Crossing
4. Cedar Avenue to Linda Vista Drive Channel
5. Cedar Avenue Crossing
6. Arroyo Seco Drive to Dortha Avenue Channel
7. Arroyo Seco Drive Inlet
8. Killip Basins Outlet
9. Killip Basins Inlet
10. Park Way Basins

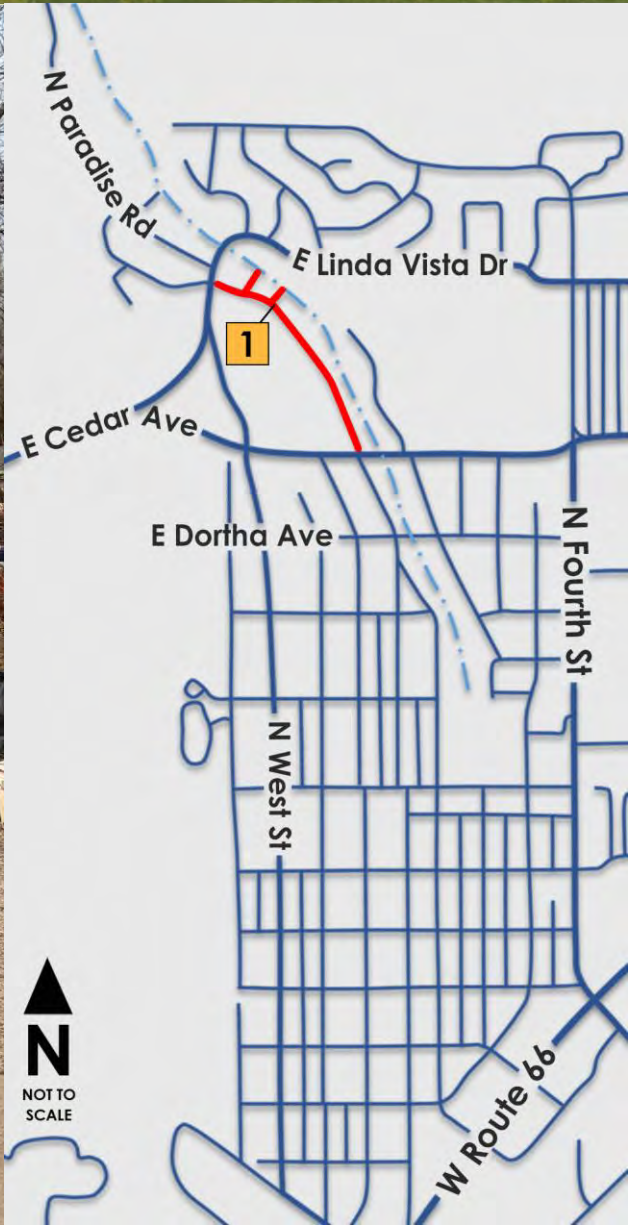
Completed Key Flood Projects

-  Spruce Wash Channel Improvements Project (Cedar Avenue to Dortha Avenue)
-  Spruce Wash Channel Improvements Project (Dortha Avenue Inlet)
-  Killip School Regional Detention Basins Project



Grandview Drive Reconstruction

Current Conditions

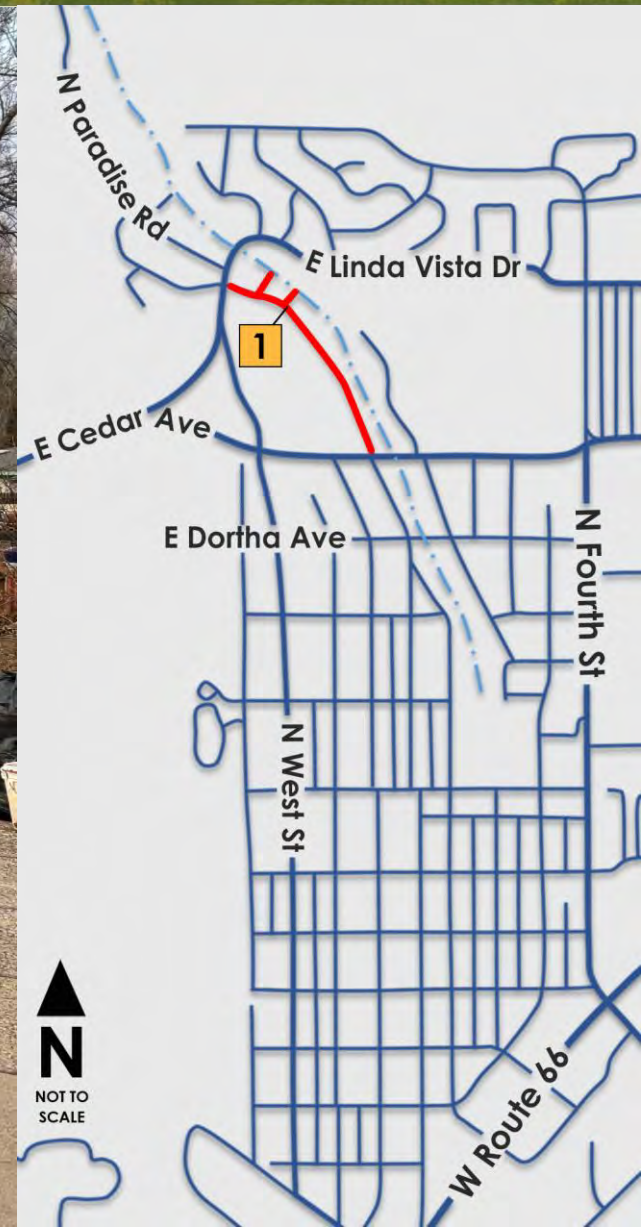




Grandview Drive Reconstruction

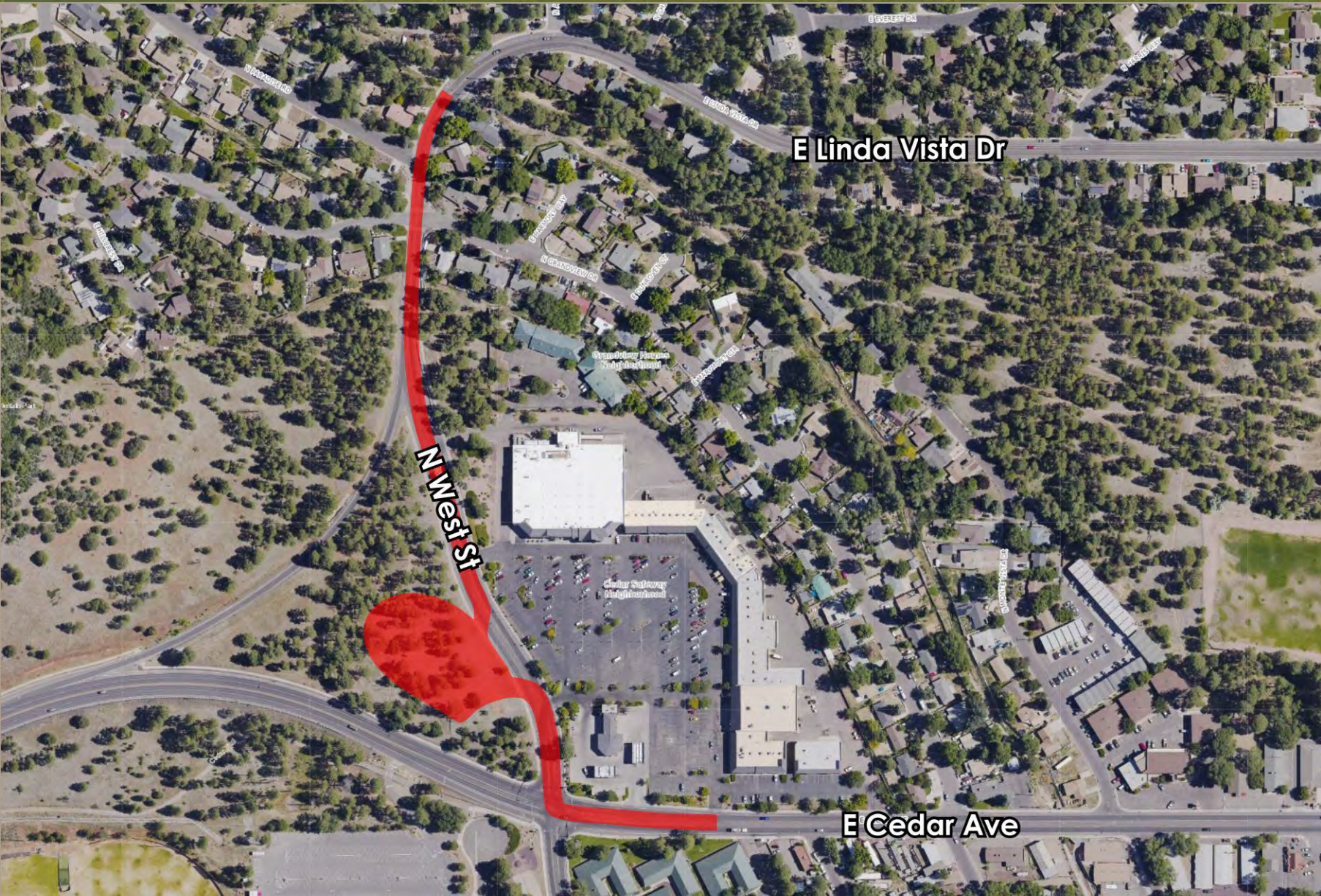


Future Improvements





"The Wedge" Detention Basin





Linda Vista Crossing

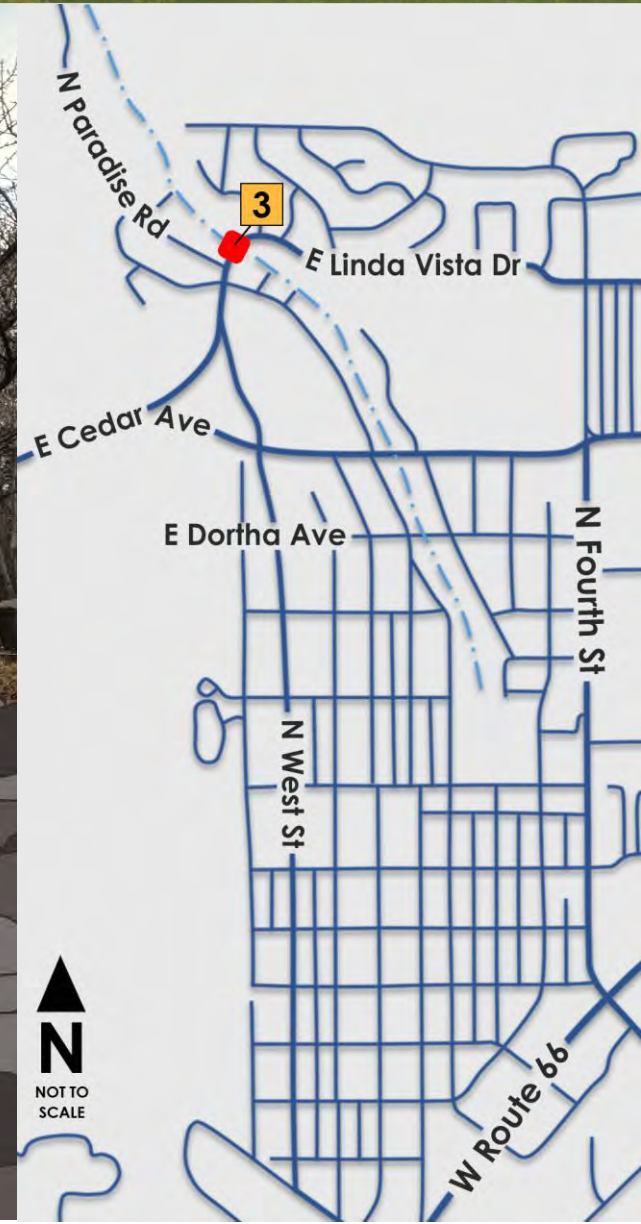
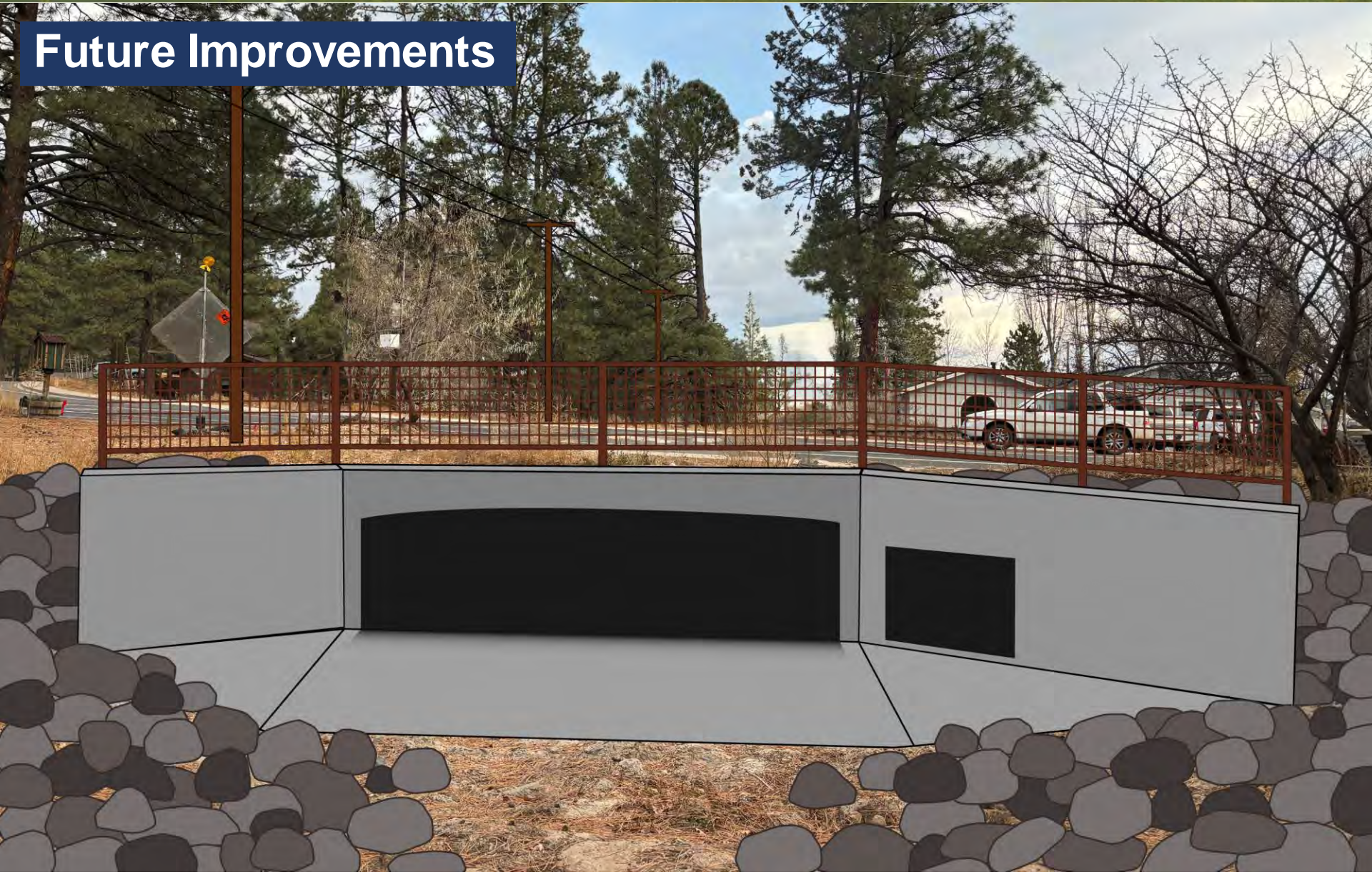
Current Conditions





Linda Vista Crossing

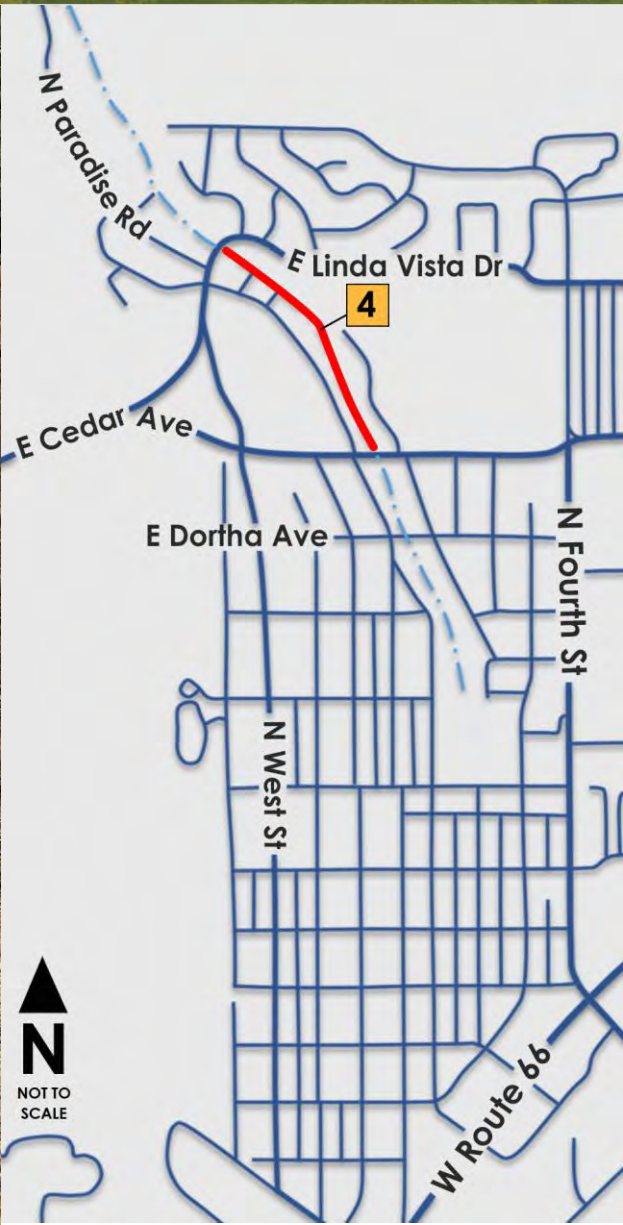
Future Improvements





Linda Vista to Cedar Channel

Current Conditions

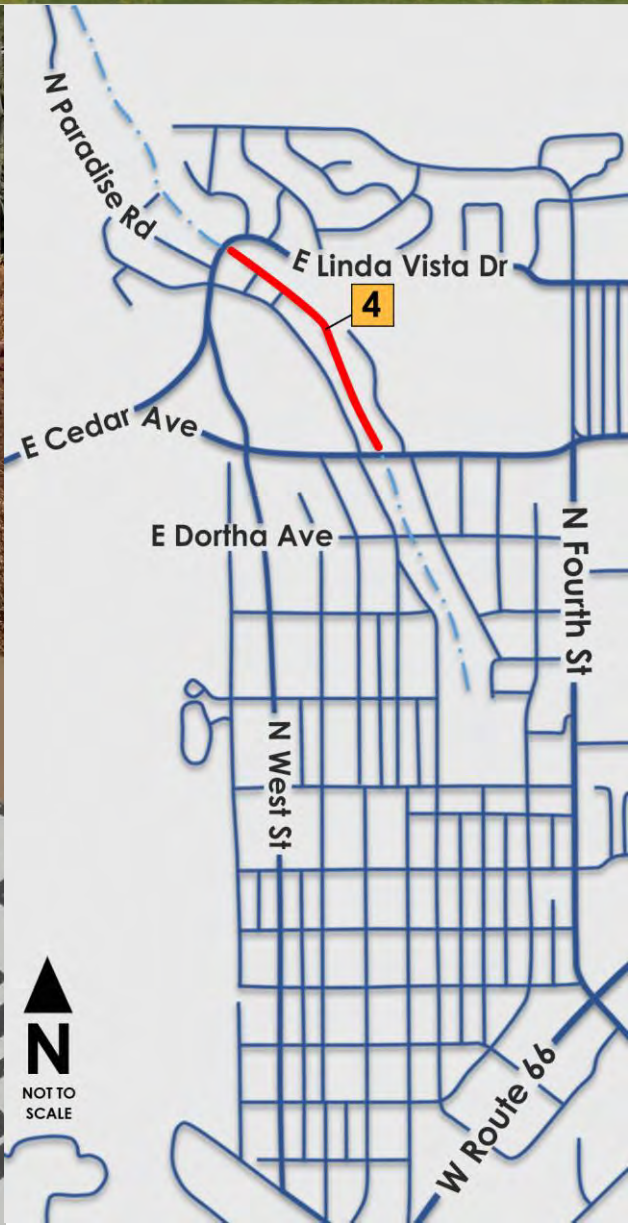
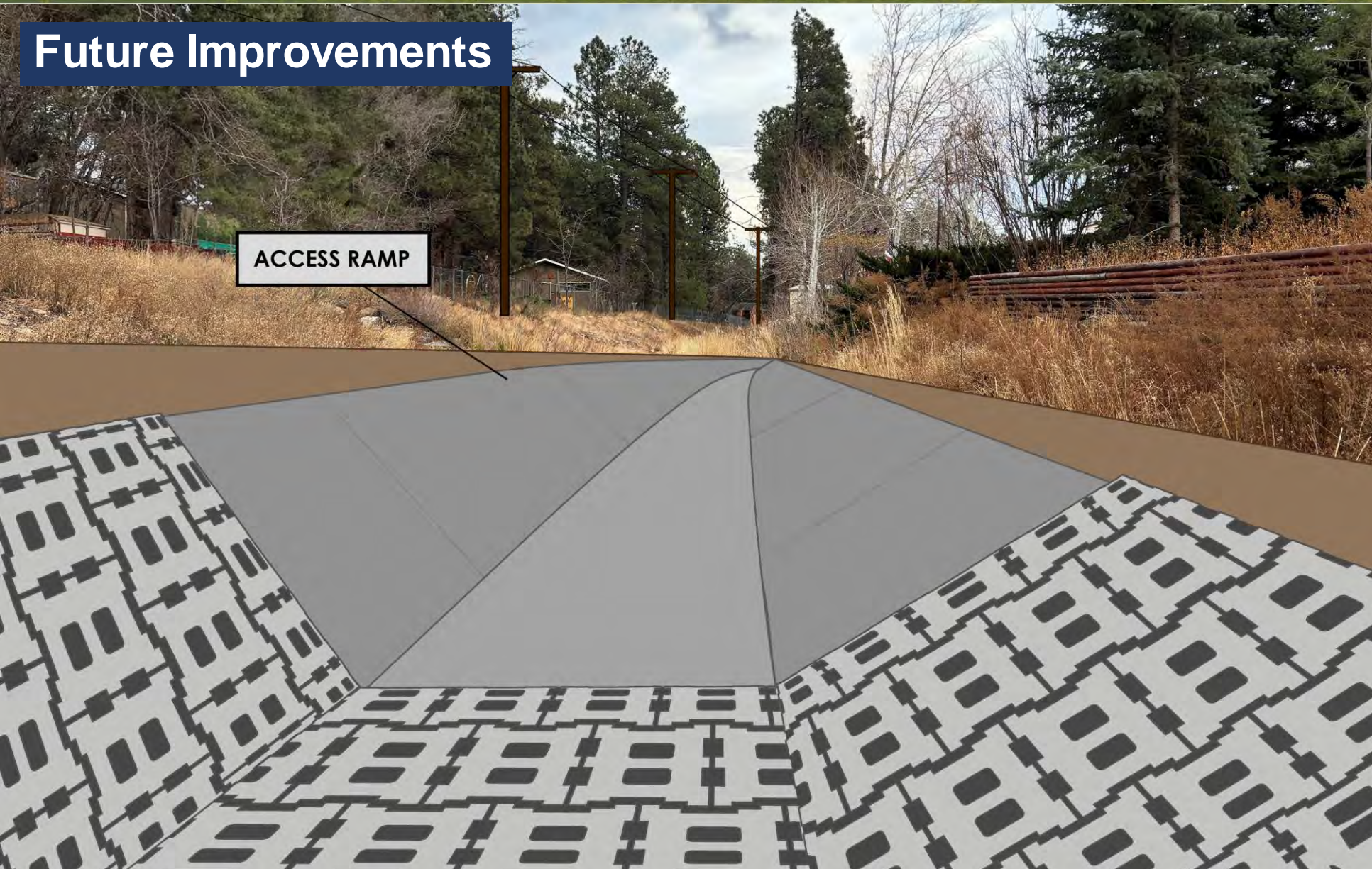




Linda Vista to Cedar Channel



Future Improvements





Cedar Avenue Crossing

Current Conditions





Cedar Avenue Crossing

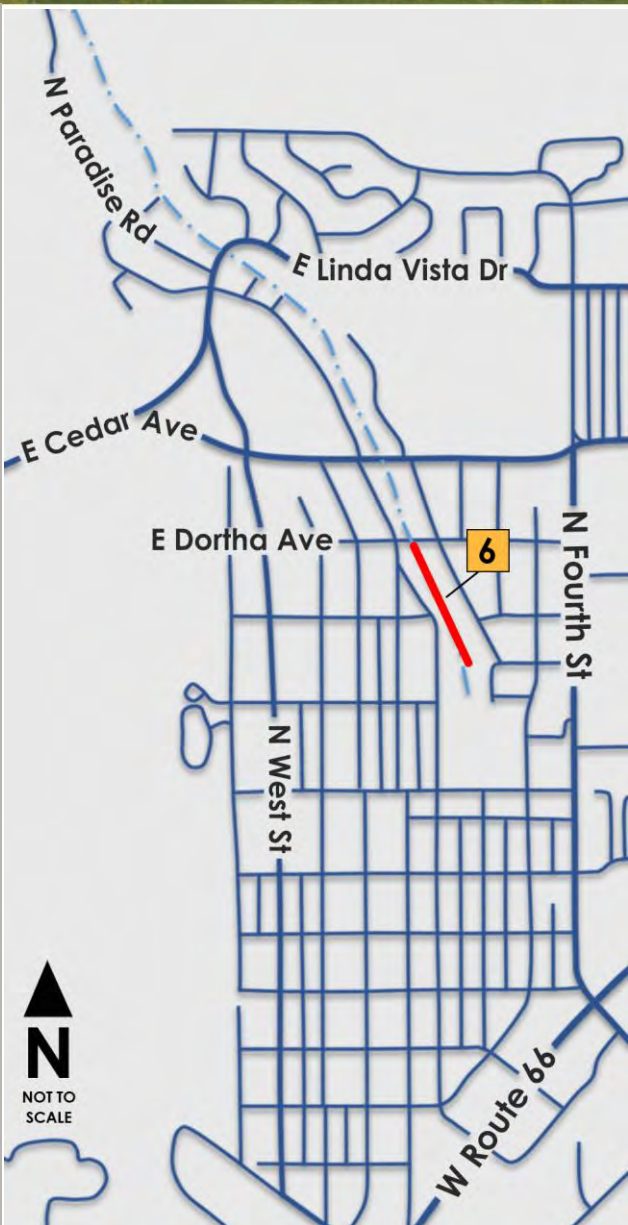


Future Improvements



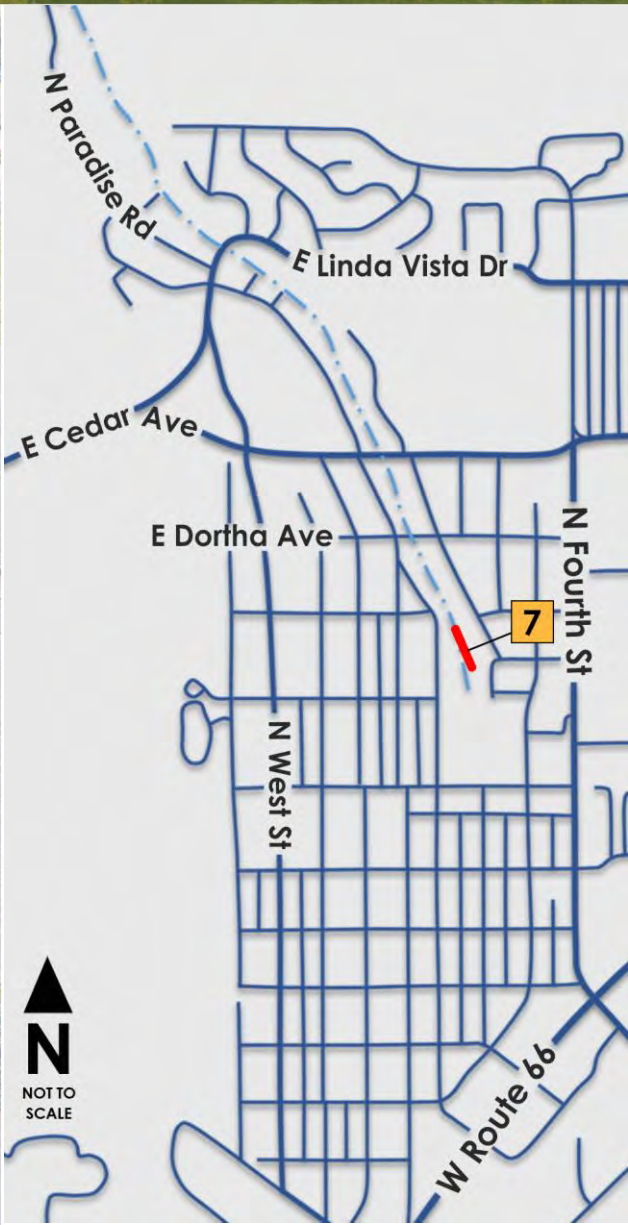
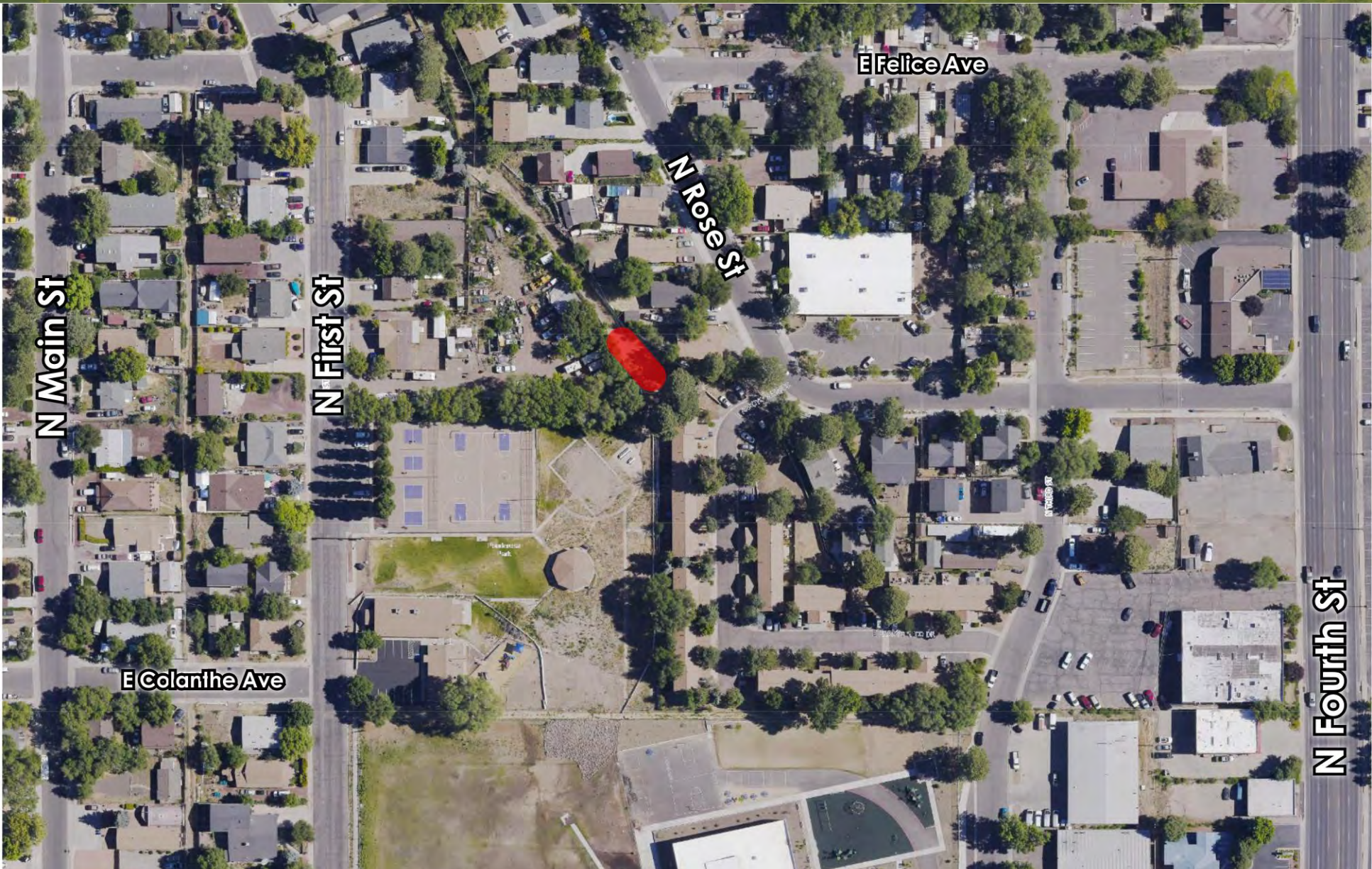


Arroyo Seco to Dortha Channel



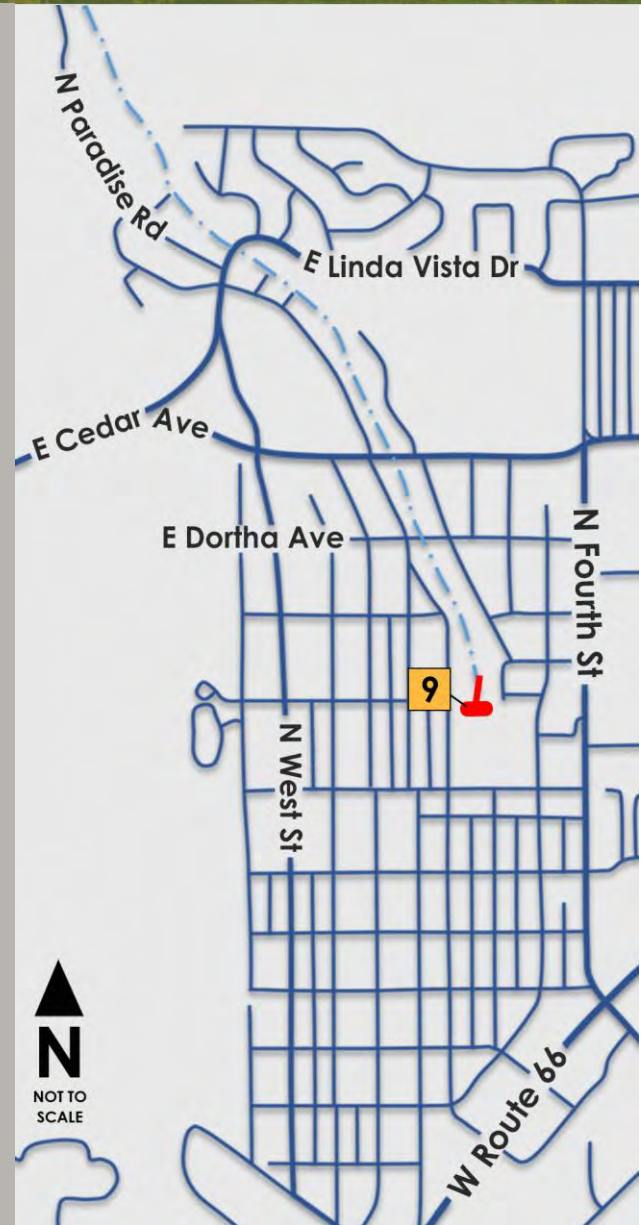
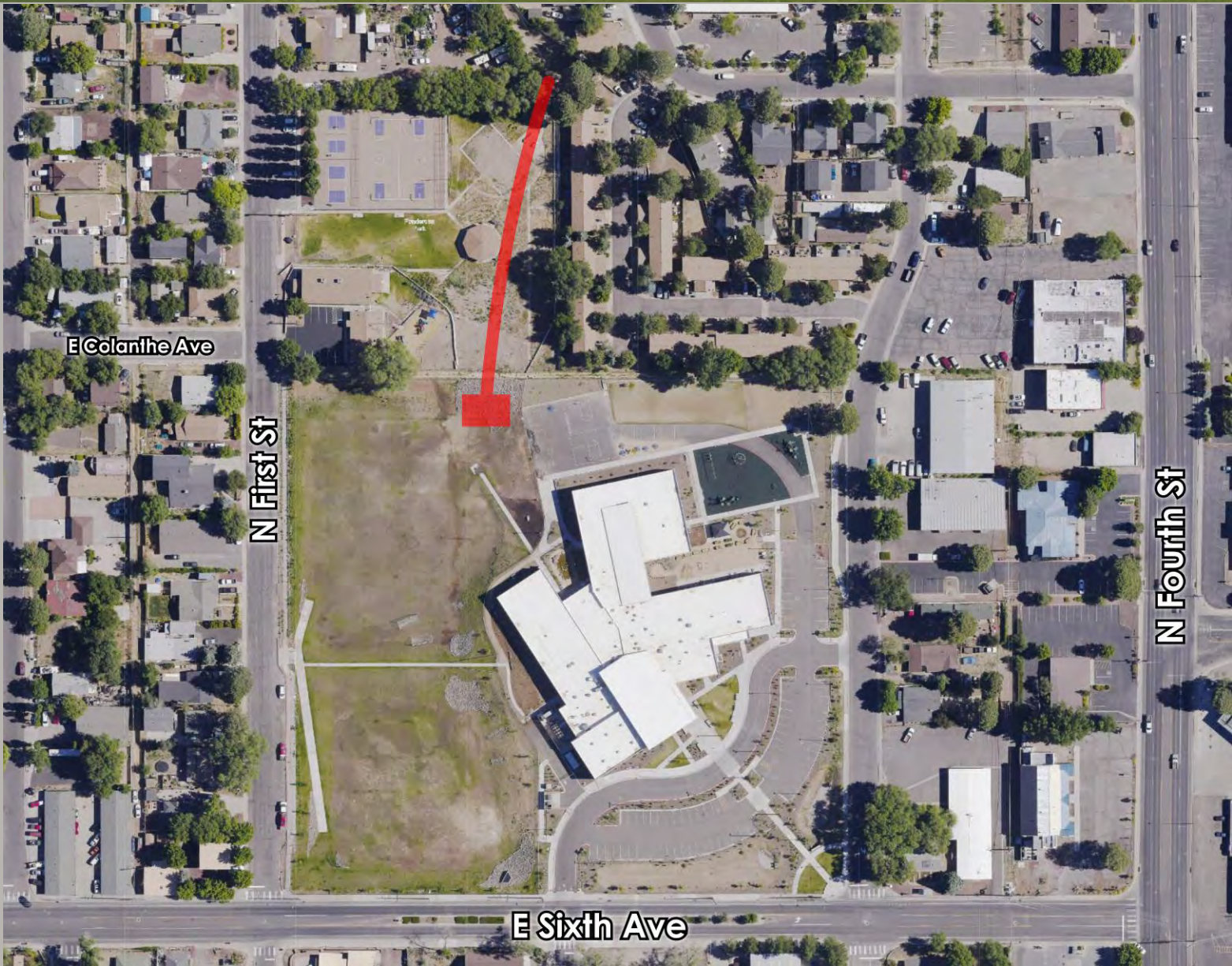


Arroyo Seco Drive Inlet





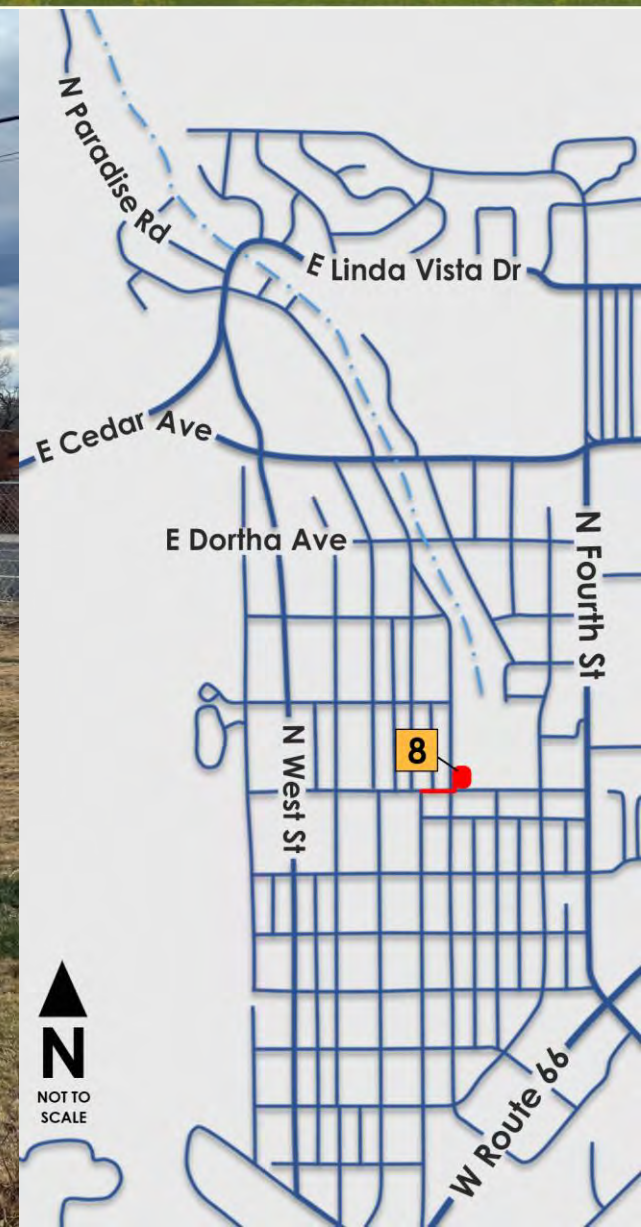
Killip Basins Inlet





Killip Basins Outlet

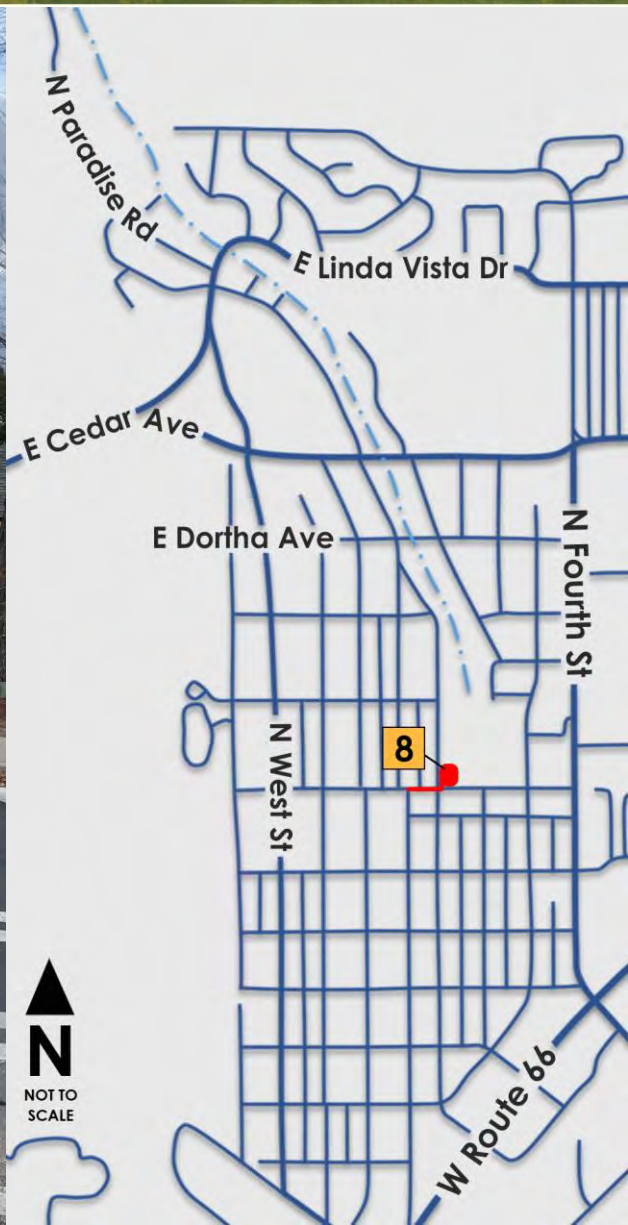
Future Improvements





Killip Basins Outlet

Future Improvements





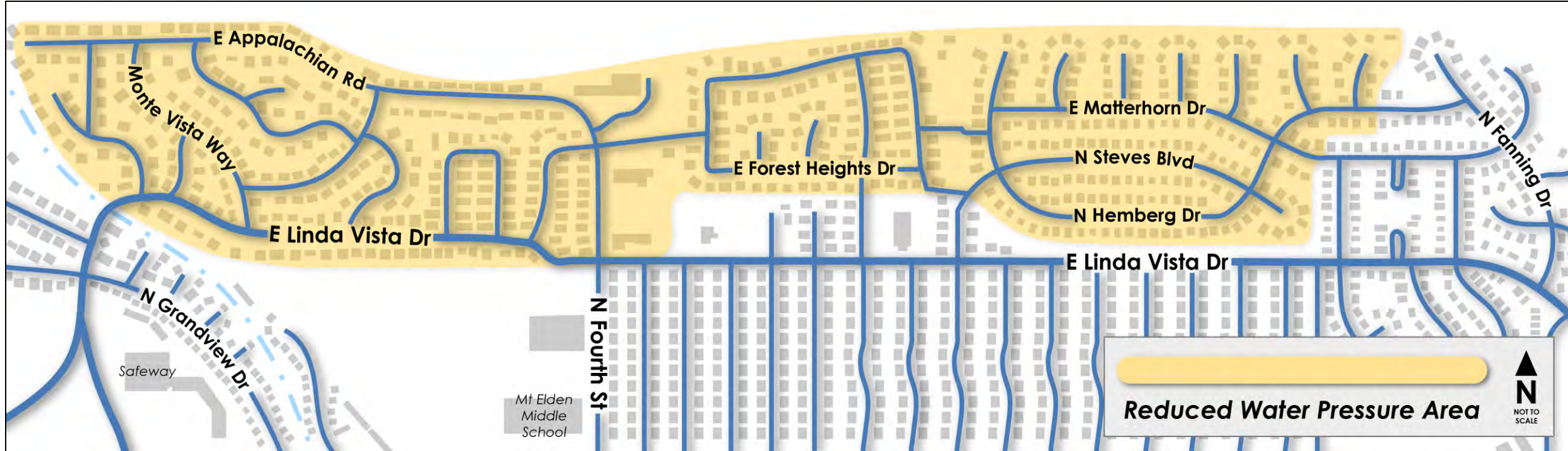
Construction impacts

- Linda Vista road closure
- March 2024 – Spring 2025
- Impacts from multiple projects, including
 - Linda Vista Crossing
 - Linda Vista to Cedar Channel
 - Grandview Drive Reconstruction
 - "The Wedge" Detention Basin





Construction impacts



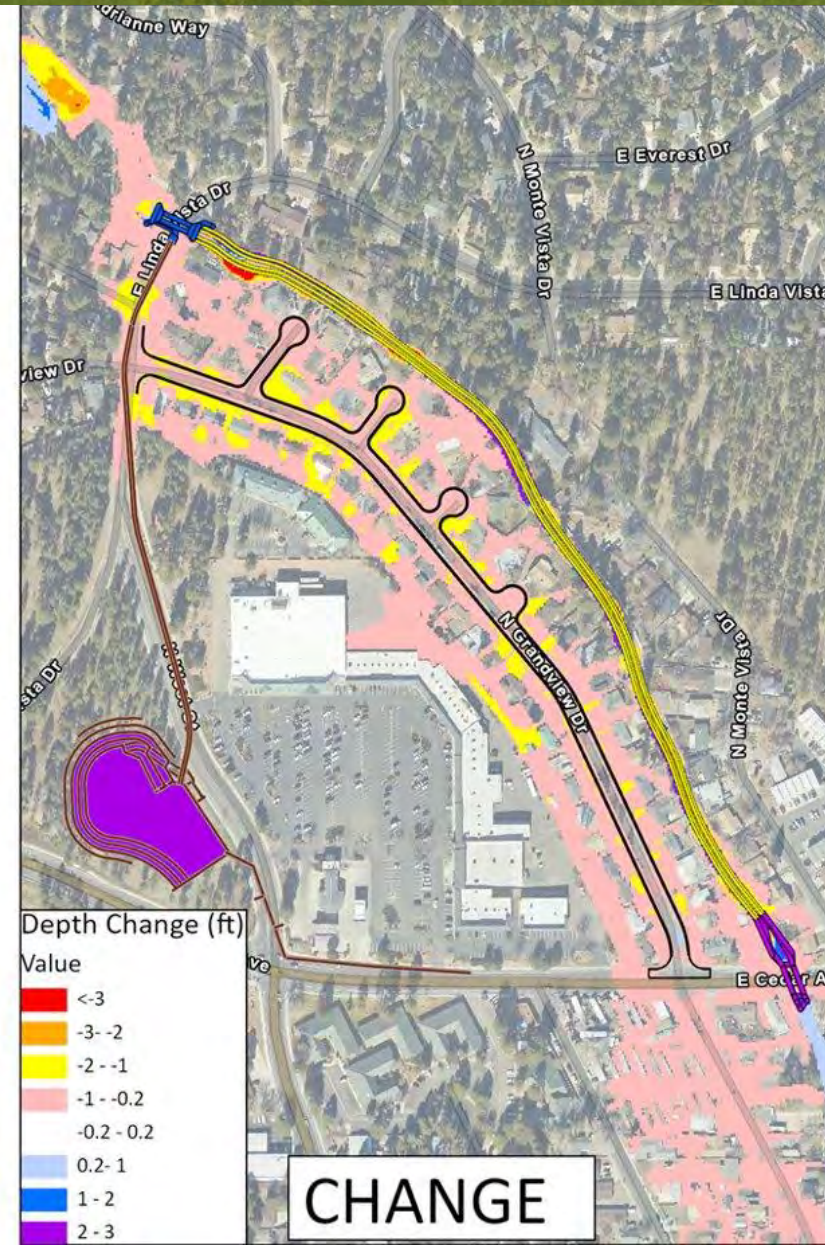
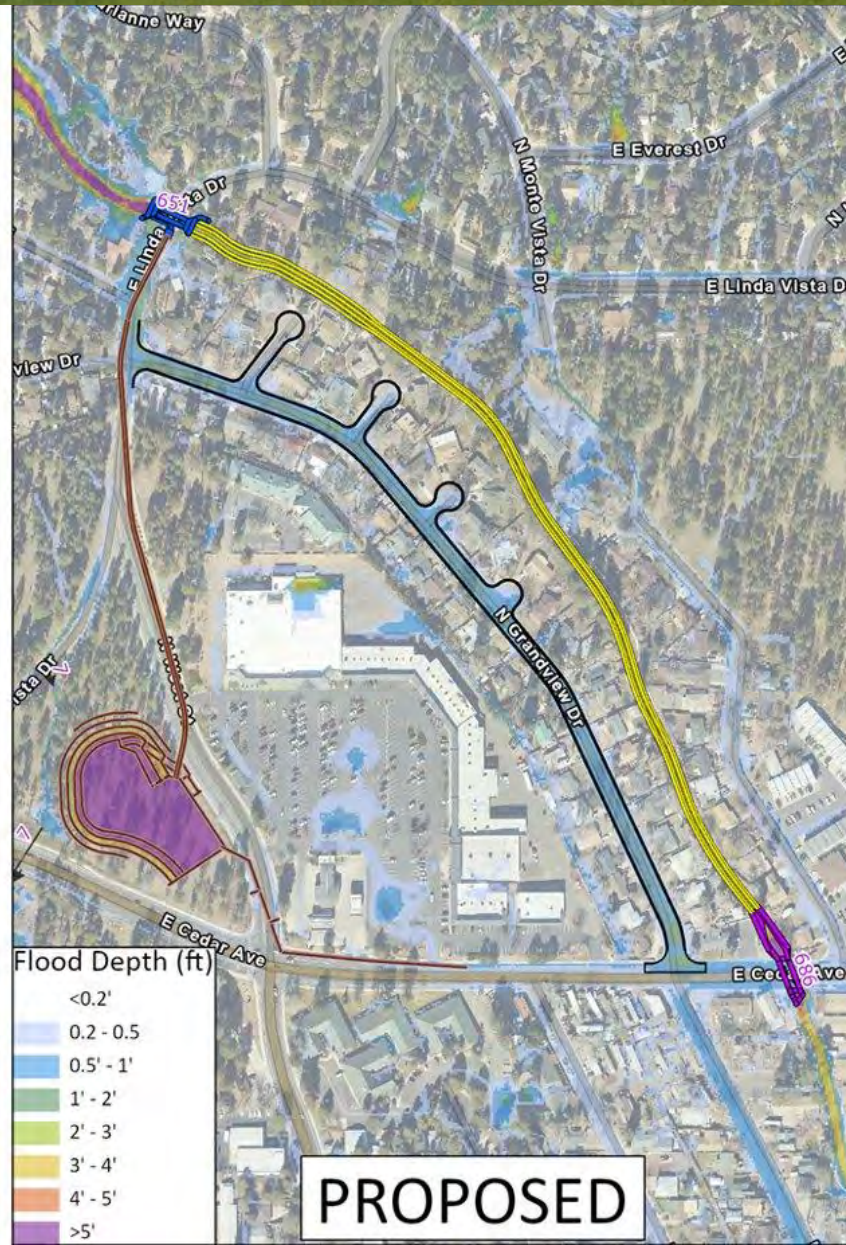
- Reduced water pressure
- April/May 2024
- Notices distributed prior to impacts

Spruce Wash Modeling



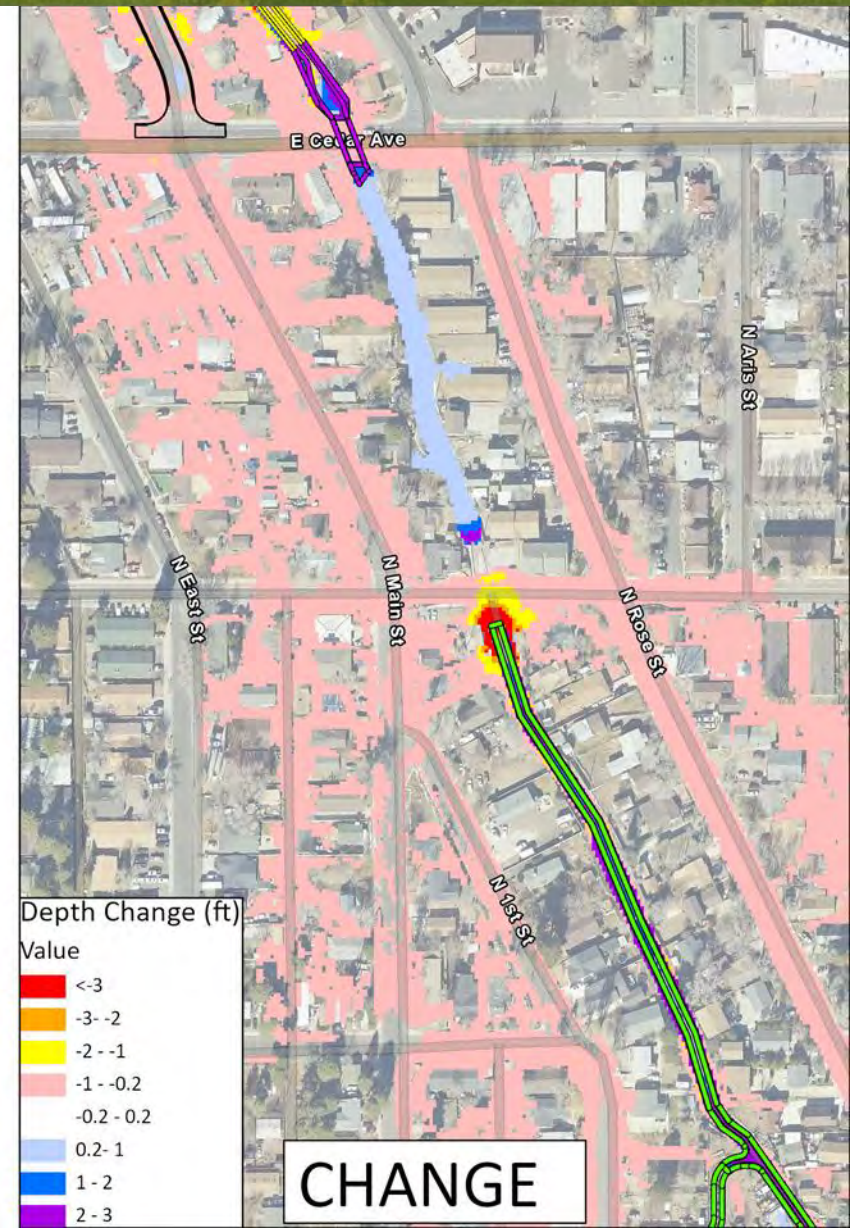
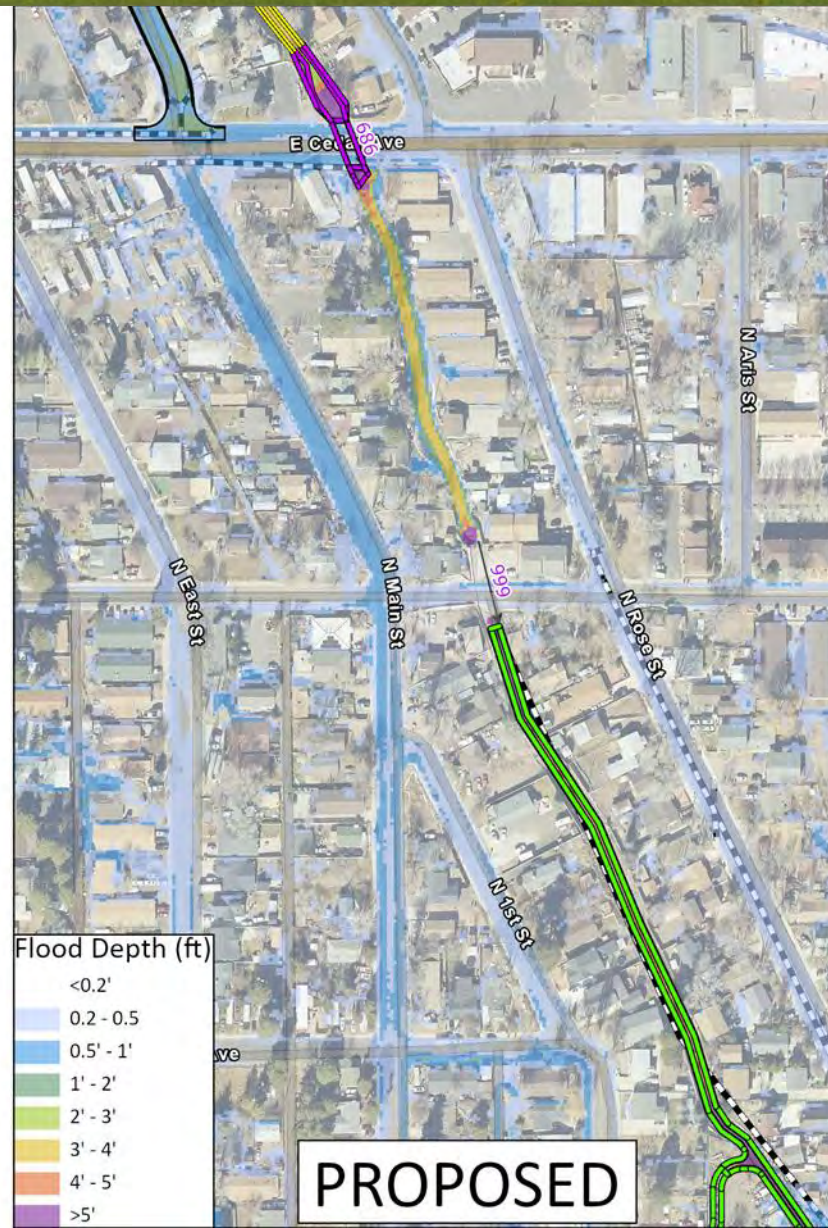
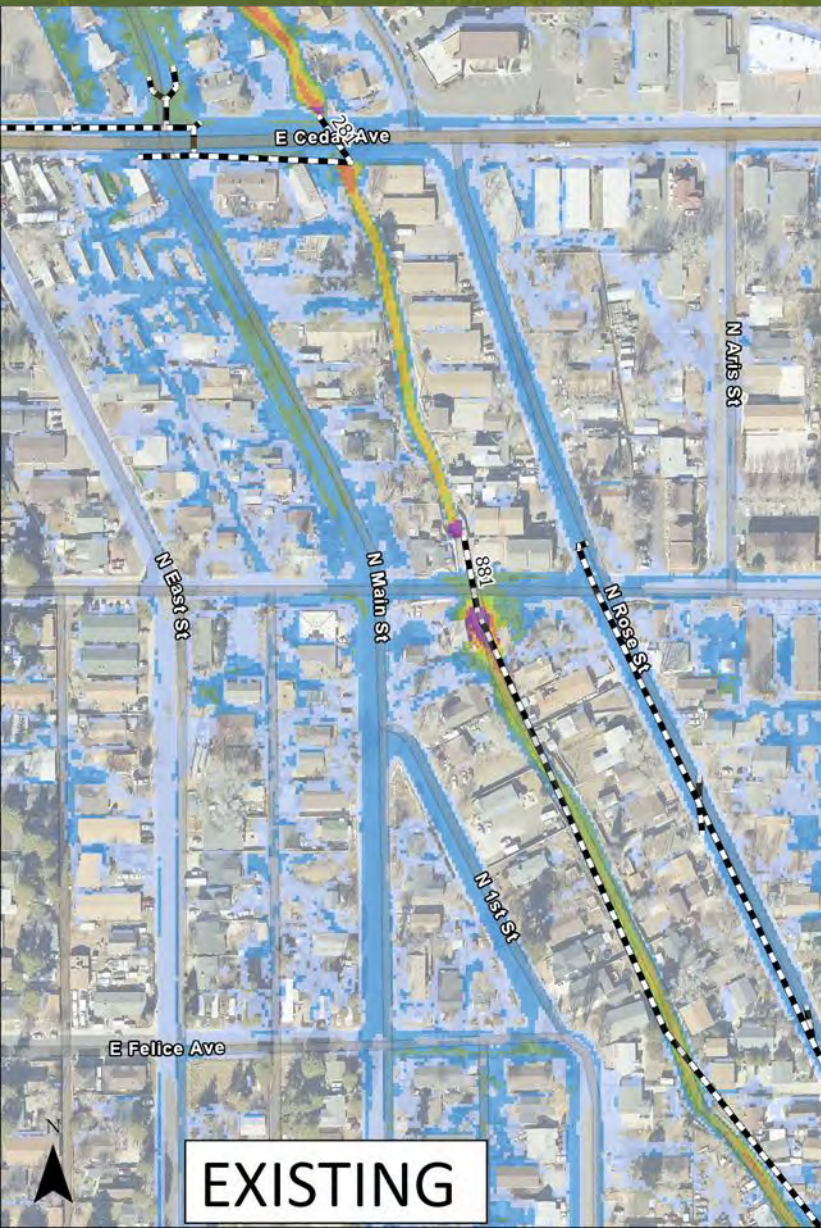


Draft modeling results – 2" storm





Draft modeling results – 2" storm



Flood Depth (ft)

<0.2'
0.2 - 0.5
0.5' - 1'
1' - 2'
2' - 3'
3' - 4'
4' - 5'
>5'

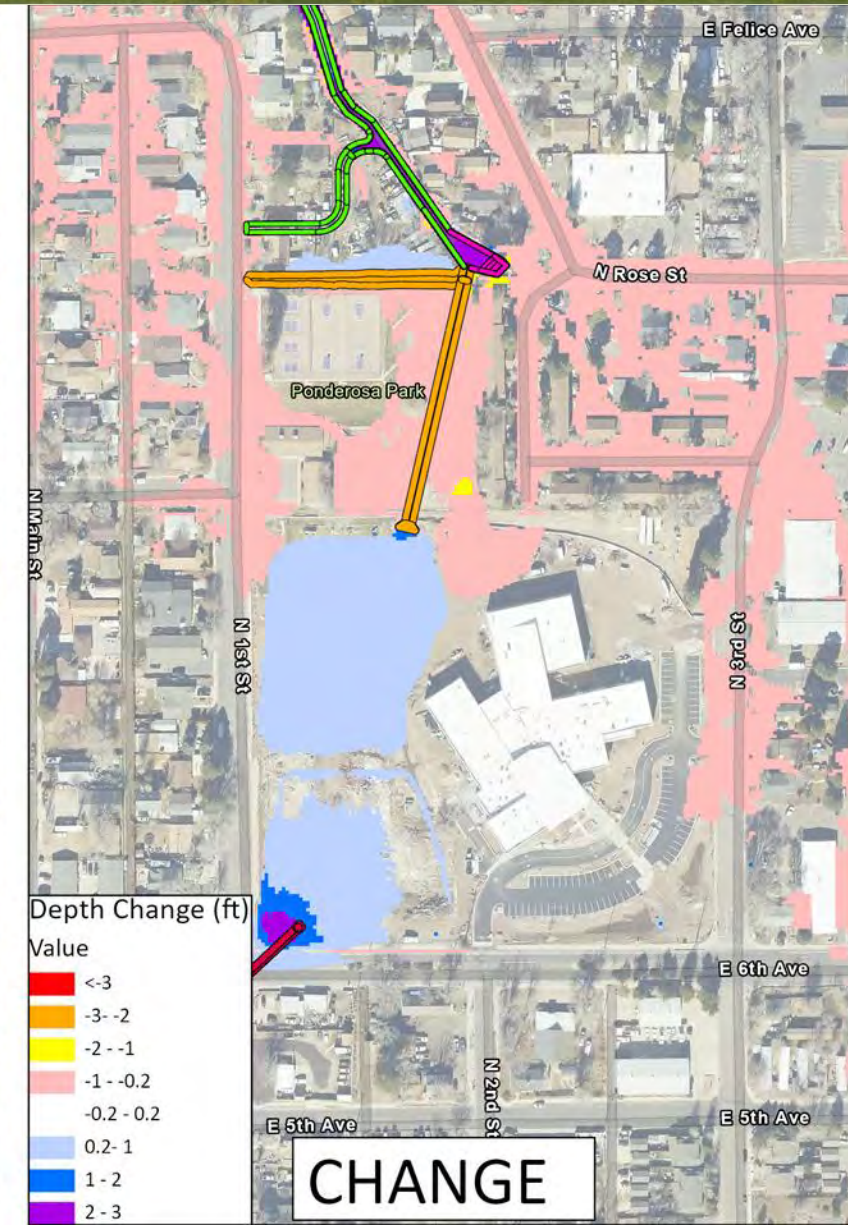
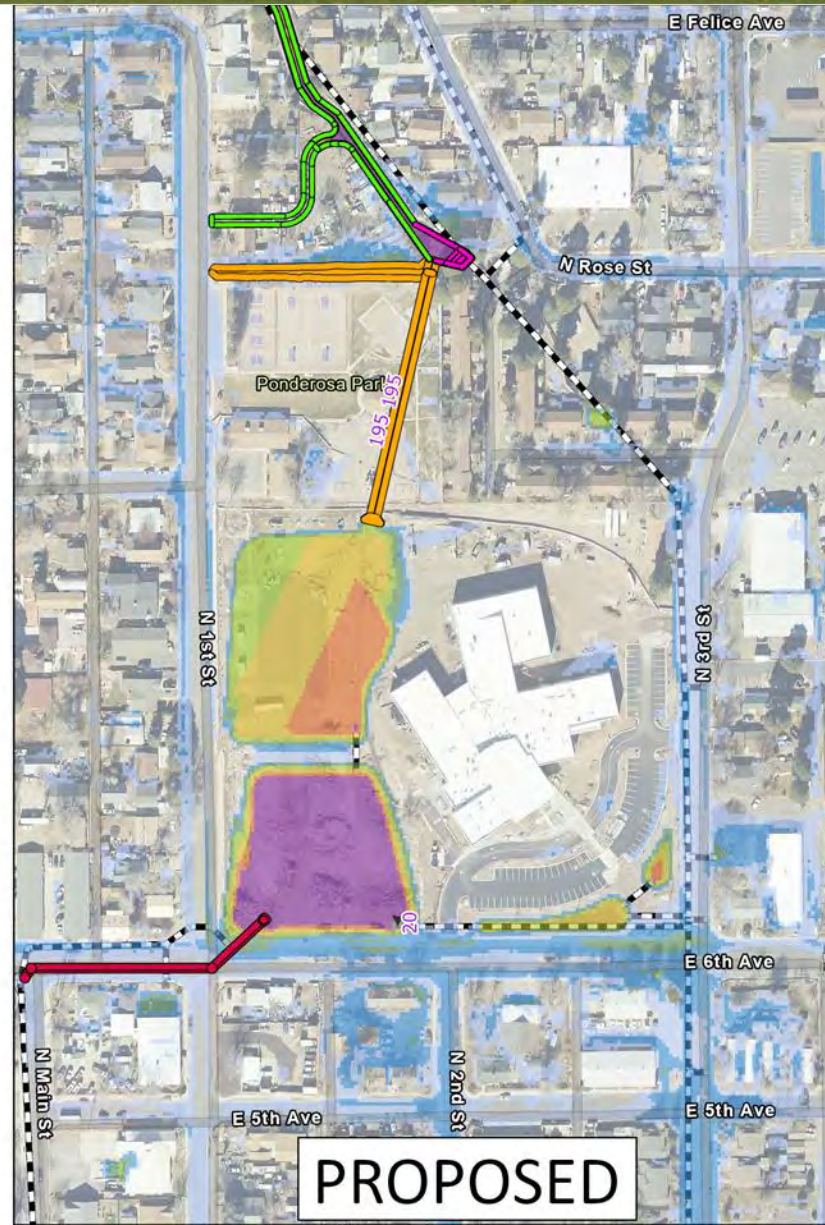
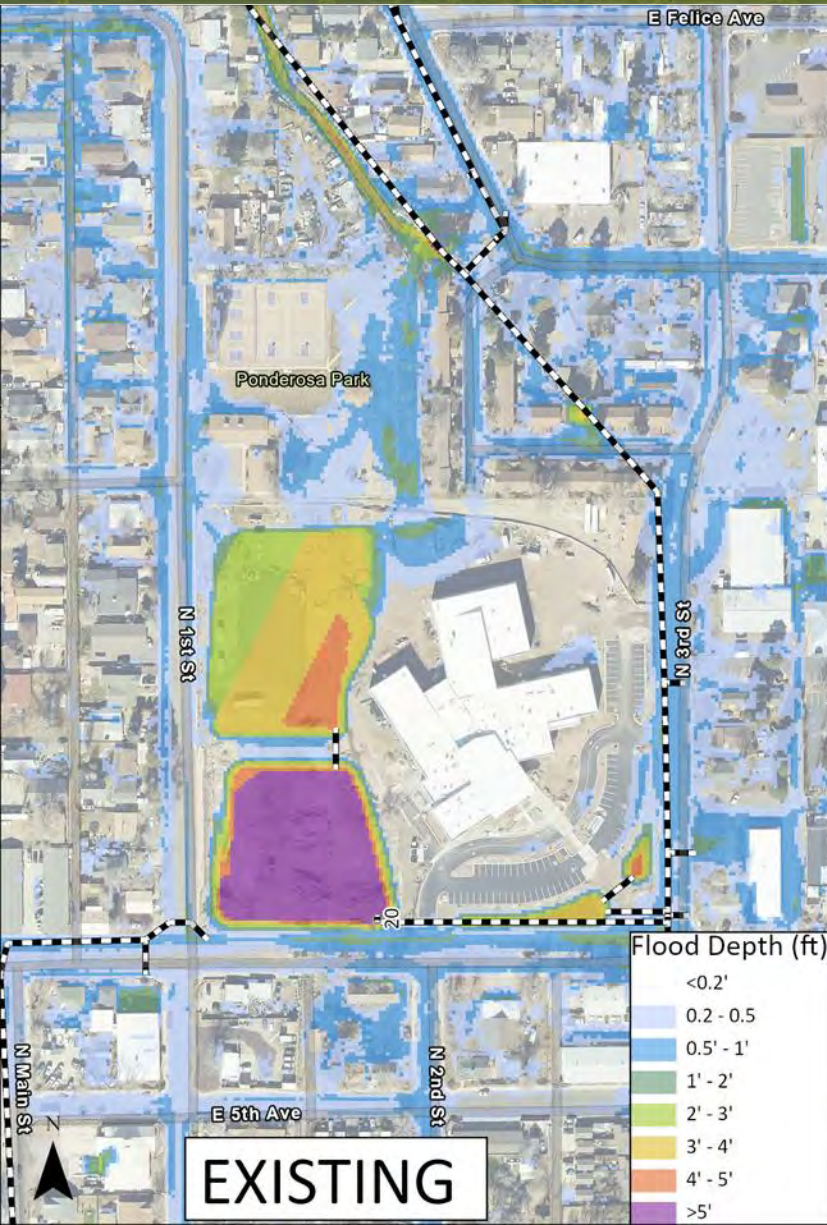
Depth Change (ft)

Value

<-3
-3 - -2
-2 - -1
-1 - -0.2
-0.2 - 0.2
0.2 - 1
1 - 2
2 - 3

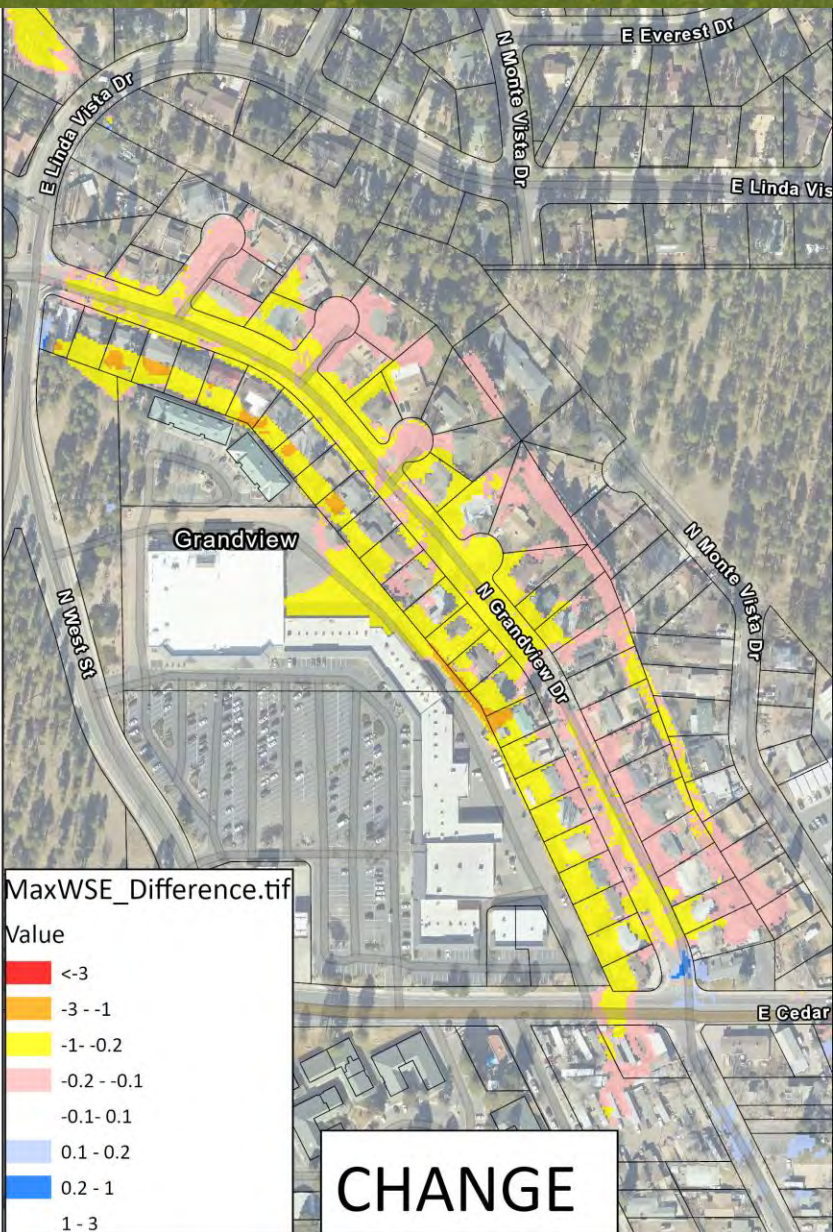
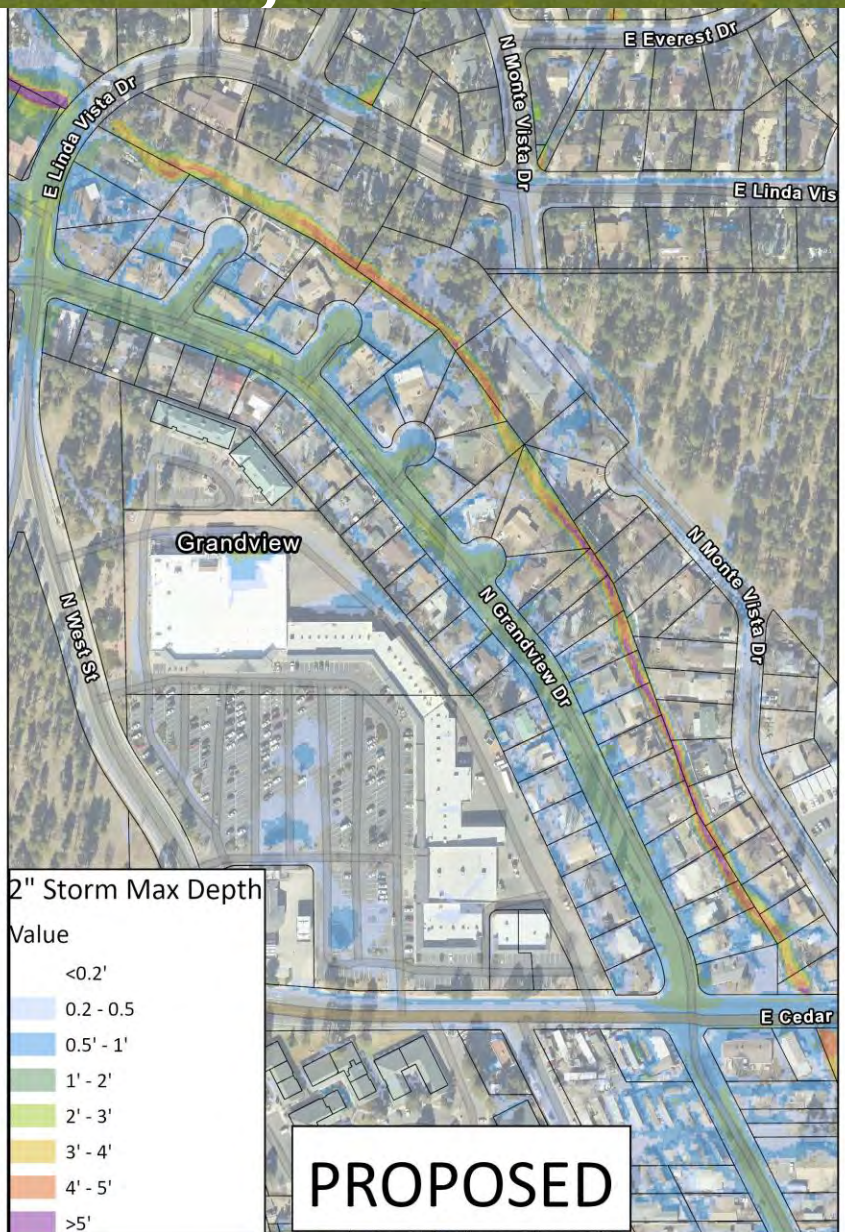
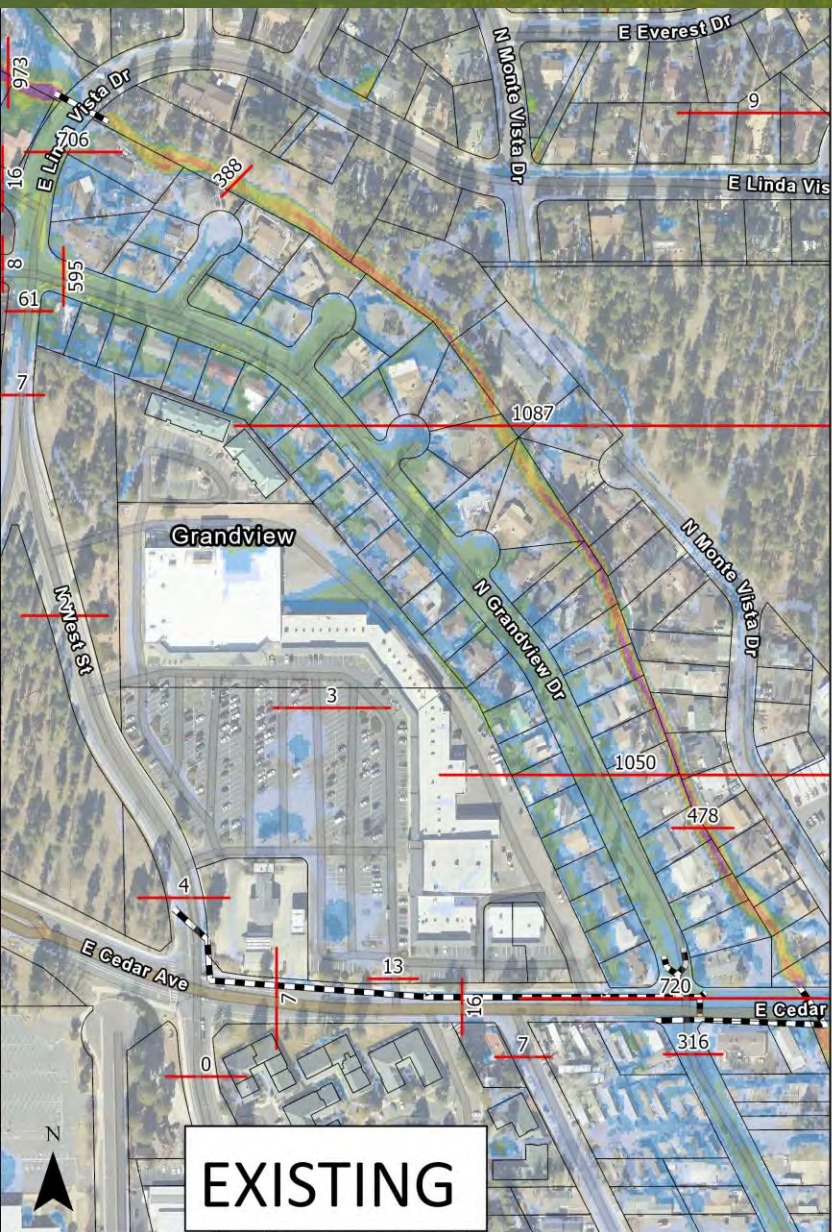


Draft modeling results – 2" storm





Interim condition – Grandview Drive Reconstruction Project





Short-term mitigations – Spruce Wash

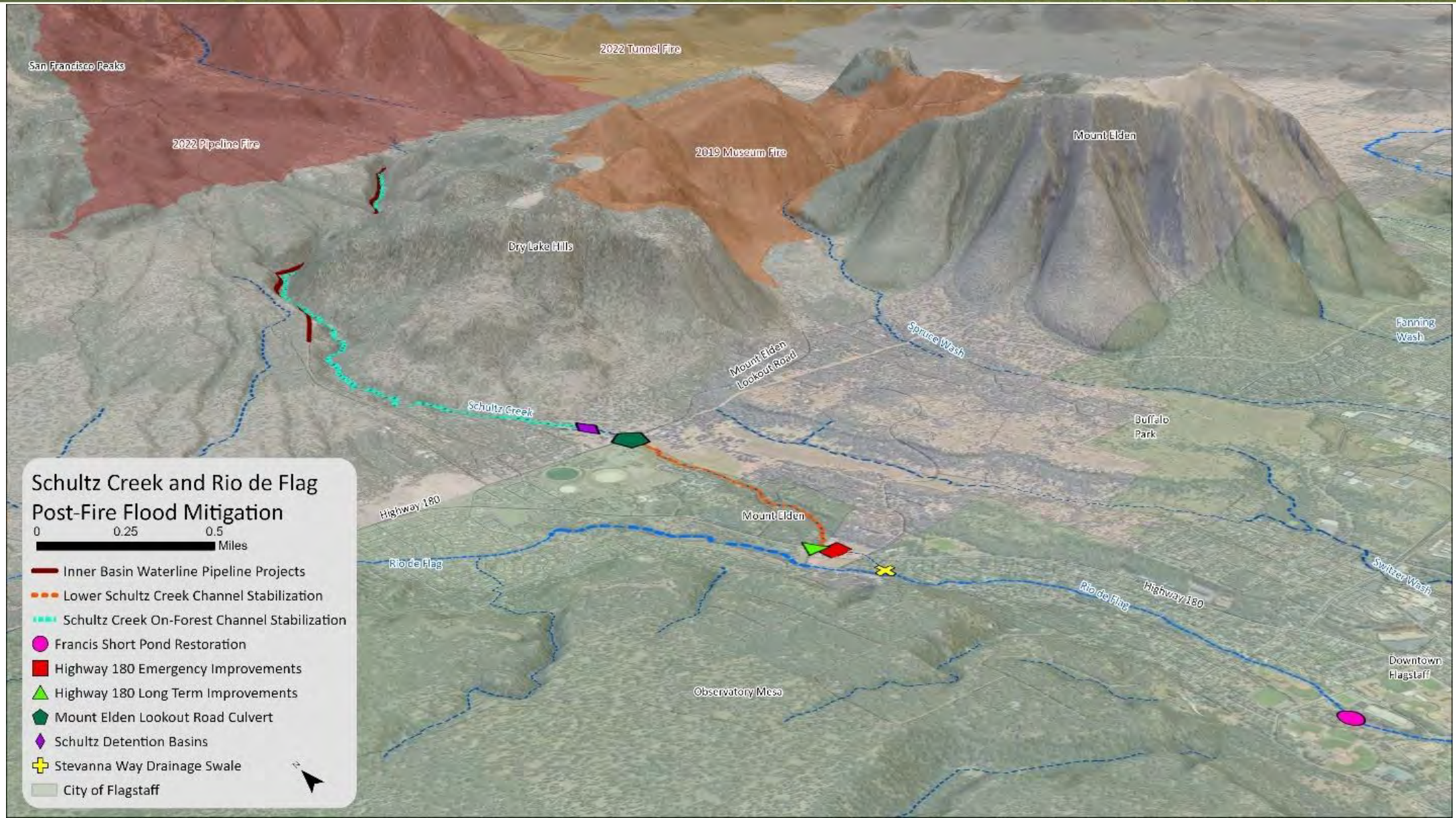
- Grandview residents
 - The interim condition will be valid for 1-2 years (until the full suite of projects is complete)
 - Residents can view the interim condition map during the breakout session
 - During construction, crews will be removing sandbags along the roadway edge of Grandview and will not be reinstalling them
 - It is advised to mitigate to the interim condition map
 - Please call the service request line at 928-213-2102 for an engineering assessment or to request sandbags
 - Sandbags should only be placed close to the home, not along the roadway
- Residents south of Grandview
 - No changes are recommended at this time
 - Only damaged outward-facing sandbags need to be replaced
 - Self-fill sandbags are available at Aztec St (Thorpe Park near Frances Short Pond)

Schultz Creek





System of Improvements





Schultz Creek Long Term Mitigation



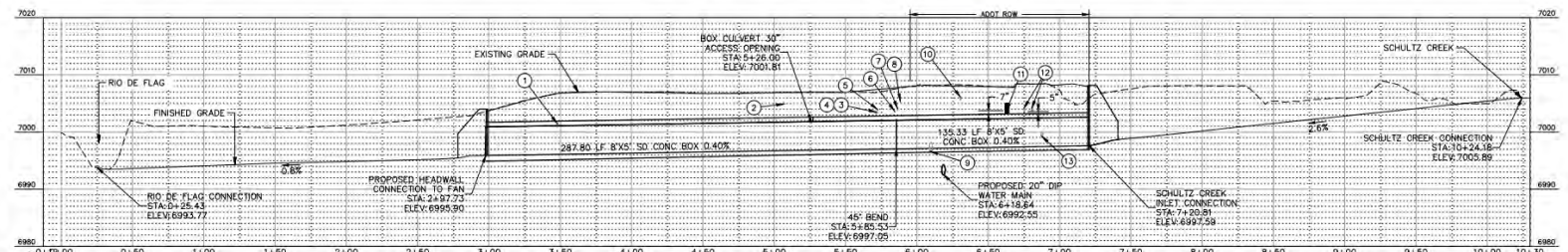
Highway 180 culvert

- ~\$7M
- Fully funded by S.B. 1720
- Will provide substantial flood relief to Stevanna Way and Coconino Estates
- Substantially complete by July 1, 2024



GRADING & DRAINAGE KEYNOTES

280	1 LS	CONSTRUCT CUT/FILL SLOPE (4' HORIZONTAL TO 1' VERTICAL) TO DAYLIGHT.
281	1 LS	CONSTRUCT CUT/FILL SLOPE (3' HORIZONTAL TO 1' VERTICAL) TO DAYLIGHT.
283	1 LS	CONSTRUCT BEHM COMPACTED TO 95% DENSITY PER ASTM D-698.



PROFILE UTILITIES

ID#	STATION	INV. ELEV.	DESCRIPTION
1	3+47.67	7000.91	3" APS SOLAR CONDUIT
2	5+06.36	7004.90	FIBER OPTIC LINE
3	5+71.50	7003.21	1-1" COMMUNICATION CONDUIT
4	5+71.50	7003.21	2-D.B. COMMUNICATION LINES
5	5+72.20	7003.74	3" POWER CONDUIT
6	5+84.24	7003.44	1.5" COMMUNICATION CONDUIT
7	5+86.35	7003.92	3/4" COMMUNICATION CONDUIT
8	5+86.31	7005.22	1" COMMUNICATION LINE
9	6+09.81	6996.63	20" DIP WATER MAIN
10	6+30.57	7005.56	1.5" STEEL GAS SERVICE
11	6+82.98	7003.75	8" SEWER LINE
12	6+78.11	7003.77	2-4" PVC CONDUITS
13	6+87.53	6999.19	8" STEEL GAS MAIN



Highway 180 culvert

- Partners: SWI-Ardurra, Banicki Construction, Coconino County, Arizona Department of Transportation (ADOT)
- Thank You! State Legislature, Chamber of Commerce, Cornerstone Public Affairs (state lobbyists)



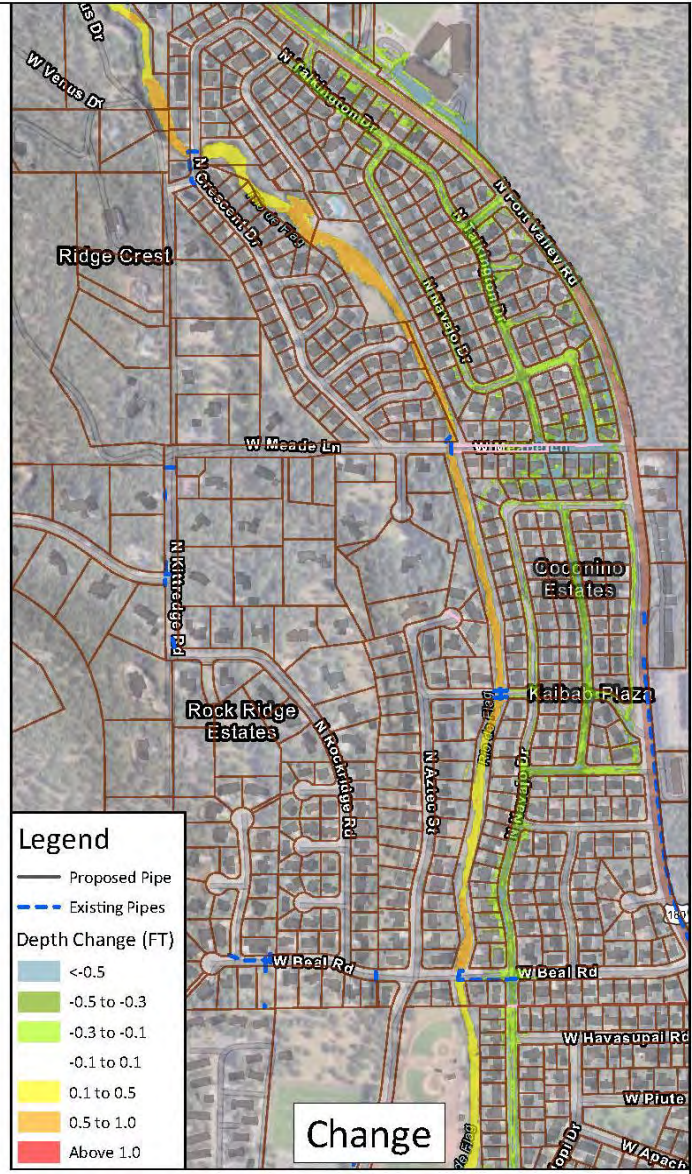
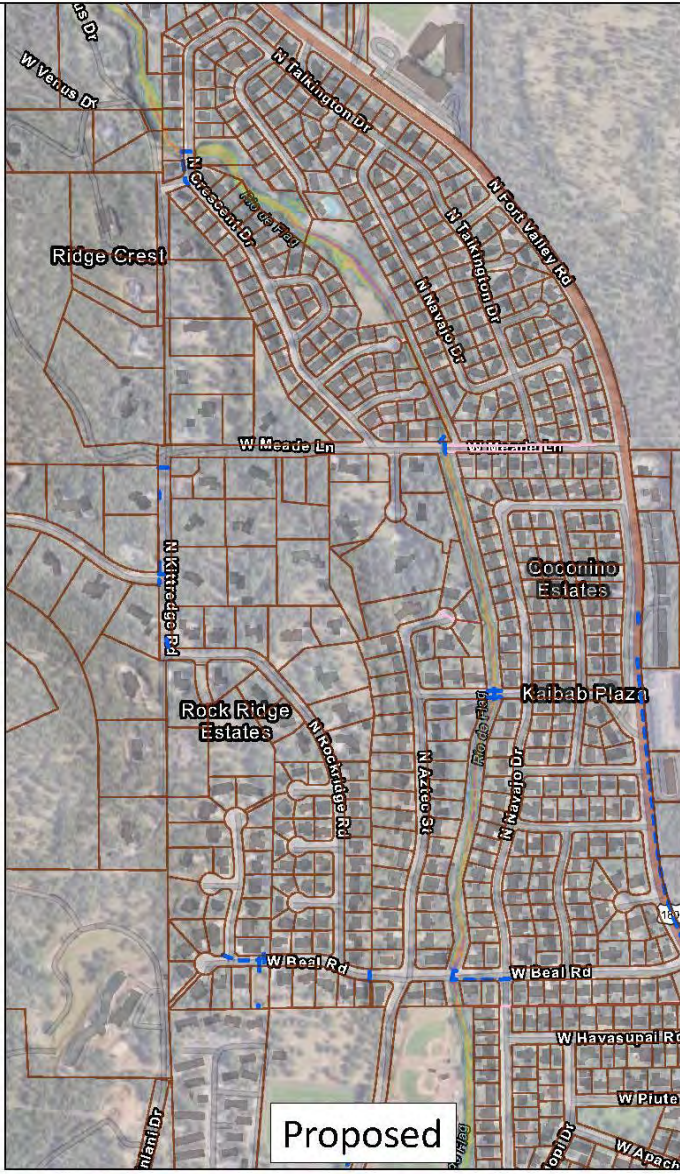
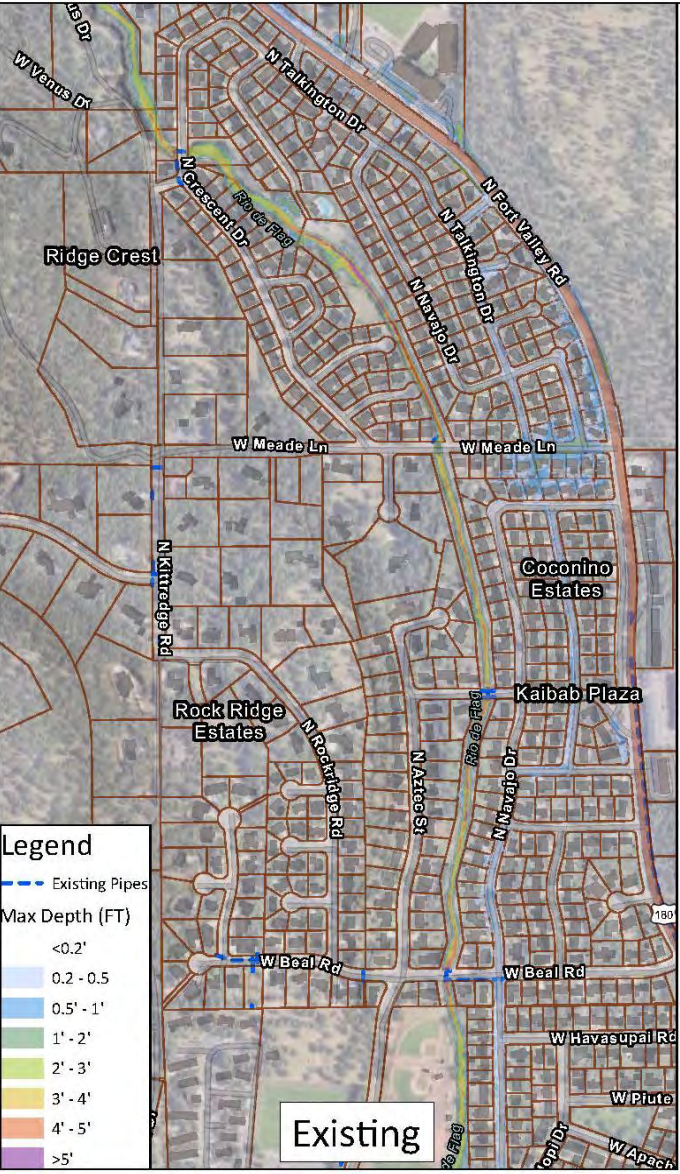


Schultz Creek Modeling





Schultz Creek Modeling





Short-term Mitigations – Schultz Creek

- City crews will be focused on flood response throughout monsoon season
- Limited assistance with removing sandbags will be available after monsoon season
- Sandbags can be found at Thorpe Park at the end of Aztec Drive near the Frances Short Pond.
- For those removing sandbags: good condition bags can be neatly dropped off at the Thorpe Park location.
- Clean sandbags can be neatly disposed of at the Thorpe Park location

2024 Monsoon Season Preparations





Purchase flood insurance

- Visit [fema.gov/flood-insurance](https://www.fema.gov/flood-insurance)
- Needs to be renewed annually
- Most homeowners insurance does not cover flood damage
- Flood insurance is a separate policy that can cover buildings, the contents in a building, or both.
- Flagstaff residents get a 25% discount automatically applied on NFIP policies





Flood prevention grants

- Visit flagstaff.az.gov/floodproof
- Property owners and renters can apply for grant funding for materials to protect their home
- Apply online or in person for a grant up to \$5,000 (options for upfront funding)
- Funding can be used to purchase **flood gates** for windows or doors, **sealants** for foundations, and **temporary flood barriers**
- Applications are processed on a rolling basis, utilizing a first-come, first-served approach, while funding lasts



Questions?



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Claire Harper, Airport Communications Manager
Co-Submitter: Brian Gall
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE:

Discussion and Possible Direction on the Flagstaff Pulliam Airport Air Carrier Incentive Policy

STAFF RECOMMENDED ACTION:

Discussion and possible direction

Executive Summary:

The Flagstaff Pulliam Airport has developed an Air Carrier Incentive Policy to encourage airlines to start and expand air services, thereby enhancing travel connectivity in northern Arizona. This policy, revised in accordance with the Federal Aviation Administration's Final Policy on Air Carrier Incentive Programs, offers tiered incentives to both new entrant and incumbent carriers based on service frequency.

Financial Impact:

The incentive policy includes the waiver of landing fees, as well as office, ticket counter, and gate rent. Incentives for air service operating less than daily are tiered according to weekly service frequency. Landing fees are currently established at \$1.09 per thousand pounds of the declared maximum certified gross landing weight of the aircraft. Currently, there is one vacant office, ticket counter, and gate space at the airport. Marketing assistance will be handled internally with support from Discover Flagstaff Creative Services. Adding additional air service is projected to increase revenues from airport parking, car rental fees, and grant opportunities related to enplaned passengers.

Policy Impact:

Additional air service will significantly contribute to a **Robust and Resilient Economy** by increasing tourism and visitation, creating job opportunities, and enhancing the appeal of northern Arizona to the business community.

Air service is also crucial to creating a **Livable Community** by creating a welcoming and well-maintained community.

The airport has the opportunity to add Passenger Facility Charges (PFCs) to airline ticket fares for departing passengers. These PFCs are used to help fund capital projects and development at the airport and support **Sustainable and Innovative Infrastructure**.

Previous Council Decision or Community Discussion:

The previous policy was presented to Council on February 26, 2019, as an informational item with no action taken.

Options and Alternatives to Recommended Action:

Staff is seeking feedback and direction from Council.

Background and History:

Air carrier incentive policies are widespread in the airport industry and are designed to attract and expand air service. Providing incentives to air carriers makes launching or initiating new services more appealing and reduces the financial challenges prospective air carriers face when starting new service. Adding an additional air carrier and/or routes is crucial to boosting airport revenue and improving connectivity in northern Arizona.

Connection to PBB Priorities and Objectives:

Additional air service will significantly contribute to a **Robust and Resilient Economy** by increasing tourism and visitation, creating job opportunities, and enhancing the appeal of northern Arizona to the business community.

Air service is also crucial to creating a **Livable Community** by creating a welcoming and well-maintained community.

The airport has the opportunity to add Passenger Facility Charges (PFCs) to airline ticket fares for departing passengers. These PFCs are used to help fund capital projects and development at the airport and support **Sustainable and Innovative Infrastructure**.

Connection to Regional Plan:

The Regional Plan includes: **Goal T.10**. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.

The proposed Air Carrier Incentive Policy directly addresses the policies below by encouraging and incentivizing additional air service routes.

Policy T.10.1. Maintain and expand Flagstaff Pulliam Airport as an important link to the national air transportation system.

Policy T.10.3. Seek opportunities to expand destinations and frequency of regional air service throughout the southwest and west.

Connection to Carbon Neutrality Plan:

No

Connection to 10-Year Housing Plan:

No

Attachments: [Presentation](#)

FLG Air Carrier Incentive Policy



FLAGSTAFF AIRPORT
GRAND DESTINATIONS



Background



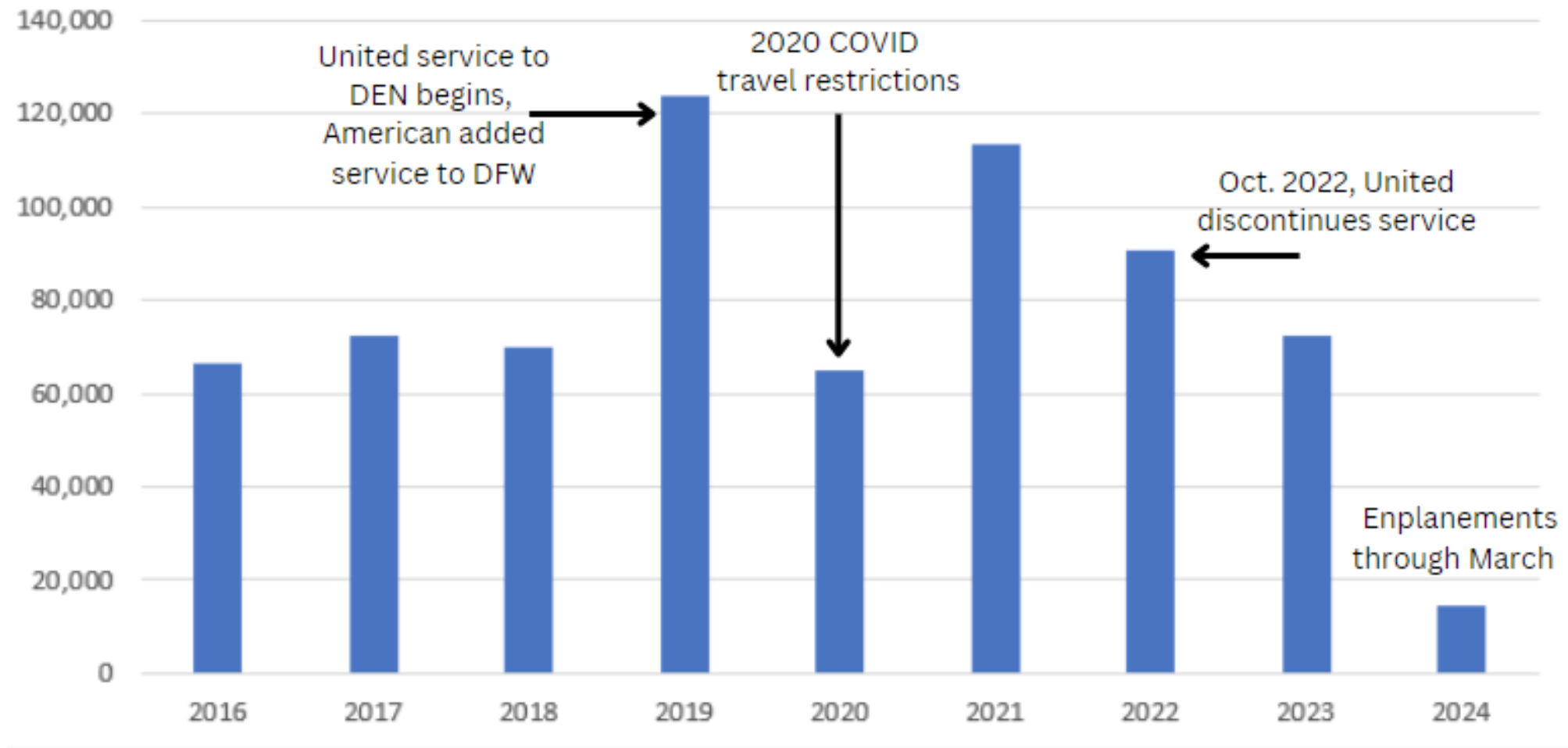
Air Service at Flagstaff Pulliam Airport

- Current Air Service
- Previous Air Service
- State of the Industry
- Air Service Attraction Efforts
- Previous Air Carrier Incentive Policy





Yearly Enplanements 2016 - present





Proposed Incentives



- Air Carrier Incentive Policy Background + FAA Guidance
- Proposed Incentives Offered to:
 - New Carrier Adding Service More Than 4 Days per Week
 - New Carrier Adding Service 3 Days or Less per Week
 - Incumbent Carrier Adding New Route





New Carrier Adding Service More Than 4 Times per Week



- Landing fees, office, ticket counter, and gate rent waived for 24 months
- Up to \$75,000 in marketing assistance available for 24 months





New Carrier Adding Service 3 Times or Less per Week



Service one day per week:

- 25% waiver of airport fees, including landing fees, office, ticket counter, and gate rent for 24 months
- Marketing assistance of up to \$22,500 available for 24 months

Service two days per week:

- 50% waiver of airport fees, including landing fees, office, ticket counter, and gate rent for 24 months
- Marketing assistance of up to \$37,500 available for 24 months

Service three days per week

- 75% waiver of airport fees, including landing fees, office, ticket counter, and gate rent for 24 months
- Marketing assistance of up to \$56,250 available for 24 months



Incumbent Carrier Adding New Route



- Six-month waiver of landing fees for new route
- Up to \$10,000 in marketing assistance available for six months





Next Steps...



- Council feedback, questions, or comments
- Finalize and publish policy
- Present policy to airlines during air service discussions



DISCUSSION



FLAGSTAFF AIRPORT
GRAND DESTINATIONS



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE

Consideration and Possible Action on Permanent Cease-Fire Resolution: Citizens' Petition titled "A permanent cease-fire resolution"

STAFF RECOMMENDED ACTION:

Staff has no recommendation.

The Council may choose to take action on either of the attached resolutions by reading by title only and then adopting.

The Council may choose to take no action.

Executive Summary:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on March 1, 2024, requesting that the City Council pass a resolution calling for an immediate de-escalation and permanent cease-fire in Israel and the occupied Palestinian territories and a just resolution of the Palestinian-Israeli conflict.

Information:

Two resolutions are attached for Council consideration. The first resolution was submitted with the Citizen Petition, and the second was submitted by Councilmember McCarthy.

Attachments: Petition #2024-01
Resolution Submitted By Petition
Resolution Submitted by Councilmember McCarthy

#2024-01

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12



Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: A permanent cease-fire resolution

Action Requested: Pass the attached resolution CALLING FOR AN IMMEDIATE DE-ESCALATION AND PERMANENT CEASE-FIRE IN ISRAEL AND THE OCCUPIED PALESTINIAN TERRITORIES AND A JUST RESOLUTION OF THE PALESTINIAN-ISRAELI CONFLICT.

Printed Name of Submitter: Eva Putzova
(Submitter must also sign below and complete information)

Contact Information: eva@catchfiremovement.org / 928-225-0170
(Phone Number and/or e-mail address)

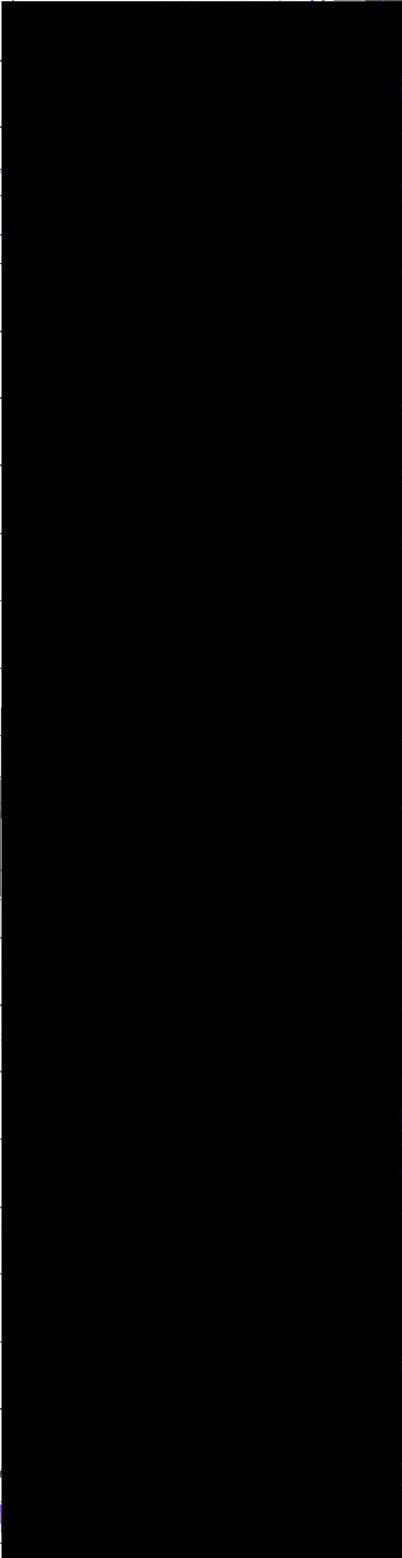




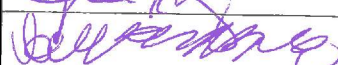


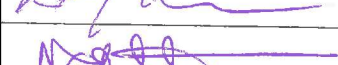





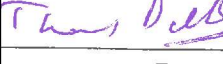

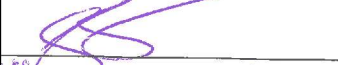
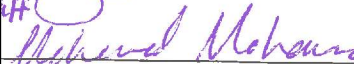
PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/27/2024	EVA PUTZOVA		
2/27/2024	Joseph Bader		
2/27/2024	MARILYN WEISSMAN		
28 Feb 2024	DAVID Ruckewich		
28 FEB 24	DEBRA BLOCK		
28 Feb 2024	MARCUS FORD		
Feb. 28, 2024	Sandra Lubarsky		
Feb. 28, 2024	Celia Baratz		
2/28/24	EVA SIGERSTED		
2/28/24	Kim Curtis		

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
3/1/24	Stacy Fobar	3/19/24

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ A permanent cease-fire resolution _____ PAGE 2 OF 7

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/28/2024	Stanley Clark		
2/28/2024	Kathy Keays		Kathy Keays
2/28/2024	Tommy Rock		
2/28/2024	Tommy Rock		
2/28/24	Shauna Beyan		
2/28/24	Kyle Nitschke		Kyle Nitschke
2/28/24	Michael Caulkins		Michael Caulkins
2/28/24	Jeremy Russ		
2/28/24	JOHN Ruiz		
2/28/24	Uylan Kozak		
2/28/24	Richard Kozak		
2/28/24	Kathryn Kozak		
2/28/24	Nora Timmerman		
2/28/24	Rodger Scurlock		
2/28/24	Nina Porter		
2/28/24	JON KELLER		
2/28/24	Elaine Dillingham		Elaine Dillingham
2/28/24	Thomas Dillingham		
2/29/24	Claire Johnson		
2/29/24	John Lynch		
2/29/24	Mohamed Mohamed		
2/29/24	Brandon Cohen		
2/29/24	Ahmed Lund		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ A permanent cease-fire resolution _____ PAGE 3 OF 7

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2-28-24	Kelly Cederberg		Kelly Cederberg
2-28-24	Laura Franke		Laura Franke
2-28-24	Michael J. Karberg		Michael J. Karberg
2-28-24	Michelle Pappas		Michelle Pappas
2-28-24	Andrés Adauto		Andrés Adauto
2-28-24	JASON HASENBANK		Jason Hasenbank
2-29-24	REBEKAH HOGSTROM		Rebekah Hogstrom
2/29/2024	ALEX KOSS		Alex Koss
2/29/2024	EMMA GARDNER		Emma Gardner
2/29/2024	Julia Biancani		Julia Biancani
2/29/2024	Dennis Givens		Dennis Givens
2/29/2024	DAWN KISHBAUGH		Dawn Kishbaugh
2/29/2024	Mary Knoles		Mary Knoles
2/29/2024	Paul Lente		Paul Lente
2/29/2024	Don Fanning		Don Fanning
2/29/2024	Paul Deasy		Paul Deasy
02/29/2024	Erika Hess		Erika Hess
02/29/2024	Robert Neustadt		Robert Neustadt
3/1/24	ROBERT SCHERER		Robert Scherer
3/1/24	Lynn Spence		Lynn Spence
3/1/24	Eric Descheenie		Eric Descheenie
3/1/24	Lovenia Libby		Lovenia Libby

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ A permanent cease-fire resolution _____ PAGE 4 OF 7

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
2/28/24	Emma Baton		Emma Baton
2/28/24	Arina Boiko		Arina Boiko
02/28/24	Gianna Perata		Gianna Perata
02/28/24	Sanjama Ahmudali		Sanjama
2/28/24	Adam Rolando		Rolando
2/28/24	Rasheera Dopsan		Rasheera
2/29/24	Isabella Cass		Isabella Cass
2/29/24	Jeremy Lindenberg		Jeremy Lindenberg
2/29/24	Kennedy Malone		Kennedy Malone
2/24/24	Robert Coker		Robert Coker
2/29/2024	Nataniel Dorison		Nataniel Dorison
2/29/2024	Haeli Hassani		Haeli Hassani
2024 February 29	Victoria Ramos		Victoria Ramos
2/29/24	Elaina Sajadea		Elaina Sajadea

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: A permanent cease-fire resolution **PAGE** 5 **OF** 7

[illegible]

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: A permanent cease-fire in resolution PAGE 6 OF 7

[illegible]

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: A permanent cease-fire in resolution PAGE 7 OF 7

[illegible]

RESOLUTION NO...

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL CALLING FOR AN IMMEDIATE DE-ESCALATION AND PERMANENT CEASE-FIRE IN ISRAEL AND THE OCCUPIED PALESTINIAN TERRITORIES AND A JUST RESOLUTION OF THE PALESTINIAN-ISRAELI CONFLICT.

RECITALS:

WHEREAS, all human life is precious, and the targeting of civilians, no matter their faith or ethnicity, is a violation of international humanitarian law;

WHEREAS, *between* October 7 and today, armed violence has

- claimed lives of about 1,440 Israelis, including 580 soldiers and over 800 civilians, and wounded about 5,500; and
- claimed lives of nearly 30,000 Palestinians, 70 percent of them women and children, and wounded almost 70,000 more; and
- claimed lives of 88 journalists, including 83 Palestinian, 2 Israeli, and 3 Lebanese

WHEREAS, hundreds of thousands of additional lives in Gaza are at imminent risk of death due to starvation, disease, and lack of medical care if a cease-fire is not achieved, and humanitarian aid is not delivered without delay; and

WHEREAS, on January 26, 2024, the International Court of Justice (ICJ) ordered Israel to take action to prevent acts of genocide in its war in Gaza, to take steps to improve the humanitarian crisis for Palestinian civilians in Gaza, and to prevent and punish any public incitement to commit genocide against Palestinians in Gaza and ordered Hamas and other armed groups to release the hostages without conditions; and

WHEREAS, the United States Government holds immense diplomatic and appropriations powers to save Palestinian and Israeli lives by compelling an end to the senseless killing.

ENACTMENTS:

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The City of Flagstaff calls upon our US Congressional delegation in the Senate and House of Representatives, to join us in urging the Biden administration to immediately call for and facilitate de-escalation and a permanent cease-fire to end the violence.

SECTION 2. The City of Flagstaff calls upon the Biden administration to promptly send and facilitate the entry of humanitarian assistance into Gaza at the scale needed to provide for all the needs of those living there.

SECTION 3. The City of Flagstaff calls upon the Biden administration to support and ensure a just resolution of the Palestinian-Israeli conflict that guarantees the safety, security, property, and human rights of all parties to the conflict.

SECTION 3. The City of Flagstaff supports all of its Jewish, Muslim, and Arab residents and condemns Islamophobia, antisemitism, racism, and xenophobia.

SECTION 4. The City of Flagstaff will send copies of this resolution to the President of the United States and Flagstaff's Congressional Delegation.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL CALLING FOR AN IMMEDIATE DE-ESCALATION AND PERMANENT CEASE-FIRE IN ISRAEL AND THE OCCUPIED PALESTINIAN TERRITORIES AND A JUST RESOLUTION OF THE PALESTINIAN ISRAELI CONFLICT

RECITALS:

WHEREAS, all human life is precious, and the targeting of civilians, no matter their faith or ethnicity, is a violation of international humanitarian law;

WHEREAS, between October 7 and today, armed violence has

- claimed lives of about 1,440 Israelis, including 580 soldiers and over 800 civilians, and wounded about 5,500; and
- claimed lives of nearly 30,000 Palestinians, 70 percent of them women and children, and wounded almost 70,000 more; and
- claimed lives of 88 journalists, including 83 Palestinian, 2 Israeli, and 3 Lebanese

WHEREAS, hundreds of thousands of additional lives in Gaza are at imminent risk of death due to starvation, disease, and lack of medical care if a cease-fire is not achieved, and humanitarian aid is not delivered without delay; and

WHEREAS, on January 26, 2024, the International Court of Justice (ICJ) ordered Israel to take action to prevent acts of genocide in its war in Gaza, to take steps to improve the humanitarian crisis for Palestinian civilians in Gaza, and to prevent and punish any public incitement to commit genocide against Palestinians in Gaza and ordered Hamas and other armed groups to release the hostages without conditions; and

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SECTION 2. The City of Flagstaff calls upon the Biden administration to promptly send and facilitate the entry of humanitarian assistance into Gaza at the scale needed to provide for all the needs of those living there.

SECTION 3. The City of Flagstaff calls upon the Biden administration to support and ensure a just resolution of the Palestinian-Israeli conflict that guarantees the safety, security, property, and

human rights of all parties to the conflict.

SECTION 3. The City of Flagstaff supports all of its Jewish, Muslim, and Arab residents and condemns Islamophobia, antisemitism, racism, and xenophobia.

SECTION 4. The City of Flagstaff will send copies of this resolution to the President of the United States and Flagstaff's Congressional Delegation.

SECTION 5. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this [day] day of [Month], 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL CALLING FOR A JUST RESOLUTION TO THE PALESTINIAN-ISRAELI CONFLICT

RECITALS:

WHEREAS, the Hamas attack on Israel killed over a thousand Israelis and took hundreds of hostages; and

WHEREAS, the Israeli attack on Gaza has killed tens of thousands of Palestinians; and

WHEREAS, two wrongs do not make a right; and

WHEREAS, the war has led to massive destruction and health issues including starvation; and

WHEREAS, both sides will try to “push each other into the sea” unless a permanent two-state solution is agreed upon; and

WHEREAS, every time a Palestinian is killed, it motivates more terrorists; every time an Israeli is killed, it motivates more reprisals; and

WHEREAS, injustice is a great motivator; and

WHEREAS, there is acute danger that conflict is spreading to the broader Mid-East and beyond, as evidenced by the recent attacks on and from Lebanon, Israeli attacks on Syria, attacks on the Iranian consulate and alternating reprisals, and attacks on Red Sea shipping; and

WHEREAS, a two-state solution has led to peace in other countries, for instance, between the Republic of Ireland and Northern Ireland, even though neither side could claim a clear win; and

WHEREAS, organizations like Ultimate Peace have shown that young people who live in separate but parallel realities can create pathways for a brighter and more equitable future together; and

WHEREAS, if these issues are not addressed in an acceptable manner, the violence will continue, for evermore.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The City of Flagstaff urges the President of the United States to help negotiate an Israel-Gaza cease-fire, return of the hostages, and a peaceful long-term solution to war, a solution that includes a two-state solution where Palestinians and Israelis agree to borders, where all sides can live in peace, and where all sides agree to assail violence.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this ____ day of ____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 05/01/2024
Meeting Date: 05/07/2024



TITLE

Future Agenda Item Request (F.A.I.R.): A Citizens' Petition titled "Support for Israel's Right to Defend Itself"

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on April 19, 2024, requesting that the City Council "pass the attached resolution in support of Israel's right to defend itself, support for the immediate release of all hostages held by terrorist group Hamas and any Palestinians, and the immediate surrender of terrorist group Hamas."

Information:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2024-03

2024-03

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue:

Support For Israel's Right to Defend Itself

Action Requested:

Pass the attached Resolution in support of Israel's right to defend itself, support for the immediate release of all hostages held by terrorist group Hamas and any Palestinians, and the immediate surrender of terrorist group Hamas

Printed Name
of Submitter:

Dr. John Vadasz

(Submitter must also sign below and complete information)

Contact Information:

9288146411 / Johnathan@drvadasz.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES







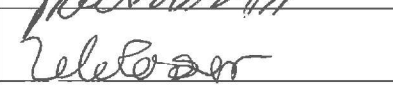



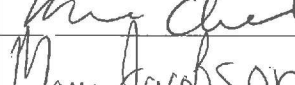
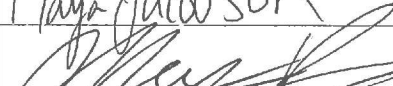



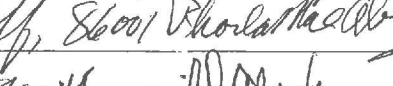



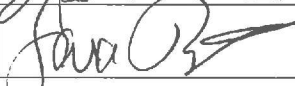


DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
3/24/24	Jamie Shadian		Jam Shadian
3/24/24	Dov Bar Shapiro		Dov Bar Shapiro
3/24/24	Rodger Morrison		Rodger Morrison
3/24/24	Madison Morry		Madison Morry
3/24/24	Dylan Dyer		Dylan Dyer
3/24/24	Madison Morry		Madison Morry
3/24/24	Lee Wybranski		Lee Wybranski
3/24/24	Thomas Jenkins		Thomas Jenkins
3/24/24	Jennifer Ezra		Jennifer Ezra
3/24/24	Peter Vadasz		Dr. J. Vadasz

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED	BY	COUNCIL MEETING DATE
4/19/24	Stacy Salzburg	May 7, 2024

TITLE OF ISSUE: Support for Israel's Right to Defend Itself

PAGE 2 OF 3

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
03-24-2024	ALISA VADASZ		
3-24-2024	Rebecca Horn		
3/24/2024	Alex Green		
3/24/2024	Joseph Gray		
3/24/2024	Robin B Babbitt		
3/24/2024	Jonathan Cody		
3/24/24	Jacob DeMaer		
3/24/24	William Rosen		
3/24/24	Juliana Ewerke		
3/24/24	Caleb Ellis		
3/24/24	Hannah Finkel		
3/24/24	Kendra Israel		
3/24/24	Maya Jacobson		
3/24/24	Max Bernstein		
3/24/24	Chaya Shapiro		
3/24/24	Victoria Ohlbaum		
3-24-24	Sandra Leet		
3-24-24	Rhoda MacAbeshaus		
3-24-24	Merrill Abeshaus		
3-24-24	Yael Ross		
3-24-24	Daniel Chojos		
3-24-24	Jordan Kacer		
3-24-24	Sara Billar		

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Support for Israel's Right to Defend Itself PAGE 3 OF 3

[illegible]

RESOLUTION NO...

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL FOR SUPPORTING ISRAEL'S RIGHT TO DEFEND ITSELF, SUPPORT THE IMMEDIATE RELEASE OF ALL HOSTAGES HELD BY TERRORIST GROUP HAMAS AND ANY PALESTINIANS, AND THE IMMEDIATE SURRENDER OF THE TERRORIST GROUP HAMAS.

RECITALS:

All human life is precious and Israel has always taken above normal standards to protect civilians whilst targeting terrorists, opposing military forces, and criminals.

Between October 7th 2023 and today,

- Every single civilian life lost is a tragedy, both Israeli, Palestinian and the many others that are sometimes forgotten.
- Every single civilian life lost can be blamed on the terrorist group Hamas, who started this current war by committing the evil murders, tortures, rapes, kidnappings, and continuous bombings into civilian Israeli and Palestinian territories to this day.
- Every single conflict with Israel was started by an opposing group or country. Israel only wished for peace, whilst surrounding and some internal people, terrorist groups, and countries only wish for Israel's destruction and the genocide of ALL Jewish and Israeli's.
- Anti-Zionism is Anti-Semitism.

On January 26th 2024, International Court of Justice (ICJ) ordering Israel to prevent genocide, improve humanitarian crisis, and telling terrorist group Hamas to release the hostages is an absolute disgrace. Israel targets terrorists only and take precautions above all international standards to avoid civilian casualties. Asking this whilst trying to negotiate with terrorists that will laugh at such "orders" shows the little care ICJ has for the hostages still being held and all the innocent people that suffered murder, rape and torture on October 7th 2023.

From the start of the war to today, Israel has allowed all humanitarian aid into Gaza. The same aid that was seen to be stolen by Hamas whilst shooting civilians, the same aid again that is seen being sold on the streets of Gaza by the Palestinian people there.

ENACTMENTS:

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The City of Flagstaff calls upon our US Congressional delegation in the Senate and House of Representatives, to join us in urging the Biden administration to support Israel's right to defend itself, facilitate the return of all hostages held by terrorist group Hamas, and the absolute surrender of the terrorist group Hamas.

SECTION 2. The City of Flagstaff calls upon the Biden administration to support and facilitate a two-state solution, which has been declined by Palestinian rulers every single time since 1948.

SECTION 3. The City of Flagstaff supports all it's, Muslim, Jewish, Christian, and all other residents of all or no religion, and of all ethnicities. As well as, condemning Islamophobia, Antisemitism, Racism, and Xenophobia.

SECTION 4. The City of Flagstaff will send copies of this resolution to the President of the United States of America and Flagstaff's Congressional Delegation.

AM ISRAEL CHAI AND GOD BLESS AMERICA!!!