CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JULY 1, 2025

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

All City Council Meetings are live streamed on the city's YouTube page (https://www.youtube.com/@FlagstaffCityGovernment)

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 SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

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:** Parks and Recreation 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:** Parks and Recreation Commission

STAFF RECOMMENDED ACTION:

1. Vice Mayor Sweet to make one appointment
2. Councilmember Aslan to make one appointment
3. Councilmember Matthews to make one appointment

B. **Consideration of Appointments:** Transportation Commission

STAFF RECOMMENDED ACTION:

1. Mayor Daggett to make one appointment.
2. Councilmember Matthews to make one appointment.
3. Councilmember Spence to make one appointment.

C. **Consideration of Appointments:** Mountain Line Board

STAFF RECOMMENDED ACTION:

1. Councilmember House to make one appointment
2. Councilmember Spence to make one appointment

8. 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 Contract:** Contract with Carahsoft Technology Corporation to license OpenGov Asset Management and Work Order Software and related services.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Carahsoft Technology Corporation for OpenGov Asset Management and Work Order Software in the amount of $102,044.07; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval:** Confirming appointee selected by Mayor for the citizen positions on PSPRS.

STAFF RECOMMENDED ACTION:

Confirm appointee selected by Mayor.

C. **Consideration and Approval of Contract:** Contract for Rio de Flag channel maintenance in the Cheshire neighborhood to J. Banicki Construction for the amount of $463,886.50.

STAFF RECOMMENDED ACTION:

1. Award the contract to J. Banicki Construction for Rio de Flag channel maintenance in the Cheshire neighborhood for the amount of $463,886.50; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Approval of the Construction Contract with B4 Enterprises, Inc. in the amount of $2,921.628.25 for the Switzer Canyon FUTS Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with B4 Enterprises Inc in the amount of $2,921,628.25 and a contract duration of 180 calendar days;
2. Approve a contract allowance of $146,081.41, which is 5% of the lowest responsive bid;
3. Approve Change Order Authority to the City Manager in the amount of $146,081.41 which is 5% of the lowest responsive bid; and
4. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Engineering Contract Change Order:** Change Order #5 to WSP USA, Inc. in the amount of $511,193.00 for the Downtown Mile Safety and Connectivity Improvement Project Amtrak Station Platforms.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Change Order #5 to WSP USA, Inc. (WSP) in the amount of $511,193.00;
2. Approve the time extension of 180 calendar days; and
3. Authorize the City Manager to execute the necessary documents.

F. **Consideration and Ratification:** Letter of Support for CDBG and HOME programs

STAFF RECOMMENDED ACTION:

Ratify the Letter of Support.

G. **Consideration and Ratification:** Letter of opposition for cuts to clean energy and social programs

STAFF RECOMMENDED ACTION:

Ratify the Letter of Opposition.

H. **Consideration and Ratification:** Letter of opposition of the sale of public lands as outlined in the One Big Beautiful Bill Act

STAFF RECOMMENDED ACTION:

Ratify the Letter of Opposition.

I. **Consideration and Approval:** Assignment of City Development Agreement with MICM Butler Lofts Project LP, Sierra Vista No 6 L.L.C., and Brookstone Ventures L.C. to Horseshoe Realty Flagstaff LLC.

STAFF RECOMMENDED ACTION:

Approve the Assignment of Development Agreement.

J. **Consideration and Approval of Contract:** Data-Driven Staffing Analysis and Prospective Staffing Assessment Services

STAFF RECOMMENDED ACTION:

Approve the purchase and execution of a professional services contract with PFM Group Consulting LLC in an amount not to exceed $150,000 to conduct a comprehensive staffing assessment of the Flagstaff Police Department.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Resolution No. 2025-32 and Ordinance No. 2025-12:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-25-00088 - Forest Resource Pilot Program" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2025-32
2. Read Ordinance No. 2025-12 by title only for the final time
3. City Clerk reads Ordinance No. 2025-12 by title only (if approved above)
4. Adopt Ordinance No. 2025-12

B. **Consideration and Adoption of Ordinance No. 2025-13:** An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2026. (Primary and secondary property tax levies for FY 2025-26)

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2025-13 by title only for the final time
2. City Clerk reads Ordinance No. 2025-13 by title only (if approved above)
3. Adopt Ordinance No. 2025-13

C. **Consideration and Approval of Contract:** Change Order Number 7 with Peak Engineering, Inc. in the amount of $1,044,595.00 and add 1,096 calendar days for the work associated with completing the engineering design for the JWP Extension.

STAFF RECOMMENDED ACTION:

1. Approve Change Order Number 7 with Peak Engineering, Inc. in the amount of $1,044,595.00;
2. Add 1,096 calendar days to the design services contract; and
3. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Construction Manager at Risk (CMAR) Construction Phase Services Agreement with Eagle Mountain Construction, Inc. in a total amount of $5,374,180.00 for Phase 1 - GMP 1 to initiate construction of the Wildcat Interceptor Sewer Upsizing Project.

STAFF RECOMMENDED ACTION:

1. Approve the CMAR Construction Phase Services Agreement with Eagle Mountain Construction, Inc. (EMC) in a total amount of $5,374,180.00 for Phase 1 - GMP 1 to initiate construction of the Wildcat Interceptor Sewer Upsizing Project (Project); and
2. Approve an Owner's Contingency of $131,077.58, which is approximately 2.5% of Phase 1 - GMP 1; and
3. Authorize the City Manager to execute the necessary documents.

10. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2025-38**: A resolution of the Council, of the City of Flagstaff, Coconino County, Arizona, authorizing the Intergovernmental Agreement between the City of Flagstaff and Coconino County for Local Border Support Grant Funds.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-38 by title only
2. City Clerk reads Resolution No. 2025-38 by title only (if approved above)
3. Adopt Resolution No. 2025-38

B. **Consideration and Adoption of Resolution No. 2025-39**: A resolution adopting the City of Flagstaff Title VI Implementation Plan Relating to U.S Department of Transportation, Federal Highway Administration, and Federal Transit Administration Funding

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-39 by title only
2. City Clerk reads Resolution No. 2025-39 by title only (if approved above)
3. Adopt Resolution No. 2025-39

C. **Consideration and Adoption of Resolution No. 2025-40**: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Flagstaff and the Flagstaff Unified School District for Facilities Use, Maintenance, and Repair

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-40 by title only
2. City Clerk reads Resolution No. 2025-40 by title only (if approved above)
3. Adopt Resolution No. 2025-40

D. **Consideration and Adoption of Resolution No. 2025-41**: A resolution of the Flagstaff City Council, reaffirming support for the designation of the Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument and expressing opposition to shrinking the boundaries or repeal of the monument

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-41 by title only
2. City Clerk reads Resolution No. 2025-41 by title only (if approved above)
3. Adopt Resolution No. 2025-41

E. **Consideration and Approval**: Use of the Council Initiative Fund for Fiscal Year 26

STAFF RECOMMENDED ACTION:

1. Consideration of the use of the Council Initiative Fund to support NAU Marching Band.
2. Consideration of the use of the Council Initiative Fund to support the Market of Dreams.

11. DISCUSSION ITEMS

A. FY24 Neighborhood Sustainability Grant Projects Report

Information only

B. Update on Coconino County Community College 2025 Bond Question

STAFF RECOMMENDED ACTION:

Information only

C. 2024 CARE unit annual update

Discussion and yearly update of 2024 CARE unit.

12. FUTURE AGENDA ITEM REQUESTS

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

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Aslan to place on a future agenda a discussion about requiring public speakers to announce their home address when giving public comment.

Council Direction

B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Matthews to place on a future agenda a discussion regarding a review of Division proposed budgets as part of the annual budget process

Council Direction

13. OPEN CALL TO THE PUBLIC

14. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

15. 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 _____, 2025.

_____
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 Saltzburg, City Clerk

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:
Consideration of Appointments: Parks and Recreation Commission

STAFF RECOMMENDED ACTION:

1. Vice Mayor Sweet to make one appointment
2. Councilmember Aslan to make one appointment
3. Councilmember Matthews to make one appointment

Executive Summary:
The Parks and Recreation Commission consists of seven (7) resident members. The Parks and Recreation Commission makes recommendations to the Council regarding City parks and recreational programs, the annual budget, and capital improvements for the Parks and Recreation Divisions.

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 eight (8) applications on file for consideration by the Council as follows:

- Alicia Formanack (new applicant)
- Allison Sharp (new applicant)
- Camile Diab (new applicant)
- Dana Jolly (new applicant)
- Dennis Givens (new applicant)
- Lisa Lamberson (new applicant)
- Mark Lyons (new applicant)
- Stephen Parsons (current Commissioner)

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

COUNCIL APPOINTMENT ASSIGNMENT: Vice Mayor Sweet, Councilmember Aslan, and Councilmember Matthews.

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

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:

1. Appoint three Commissioners: By appointing members at this time, the Parks and Recreation Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

Connection to PBB 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.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Parks and Recreation Commission Authority

CHAPTER 2-03
PARKS AND RECREATION COMMISSION

SECTIONS:

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

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

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

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

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

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

2-03-001-0003 ORGANIZATION AND RULES:

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

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

2-03-001-0004 POWERS AND DUTIES:

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

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

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

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

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

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

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

4. Retaining of appropriate staff to implement approved programs.

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:
Consideration of Appointments: Transportation Commission

STAFF RECOMMENDED ACTION:

1. Mayor Daggett to make one appointment.
2. Councilmember Matthews to make one appointment.
3. Councilmember Spence to make one appointment.

Executive Summary:
The Transportation Commission consists of seven voting members (a representative from the Flagstaff Unified School District, Mountain Line, and five citizens) and two non-voting members (City Transportation Director/Traffic Engineer and a Police Department representative). The Transportation Commission reviews requests for changes in traffic regulations and formulates and recommends traffic-related policies and ordinances to the City Council.

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 six (6) applications on file for consideration by the Council as follows:

- Any Auteri (new applicant)
- Brandon Cruickshank (current Commissioner)
- Joseph Koenig (current Commissioner)
- Mark Cederholm (new applicant)
- Matt Mitchell (new applicant)
- Scott Franz (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Mayor Daggett, Councilmember Matthews, and Councilmember Spence

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

Policy Impact:
None.

Previous Council Decision or Community Discussion:
None.

Options and Alternatives to Recommended Action:

1. Appoint three Commissioners: By appointing members at this time, the Transportation Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.
2. Postpone the action to allow for further discussion or expand the list of candidates.

Connection to PBB 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.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Transportation Authority

CHAPTER 2-12
TRANSPORTATION COMMISSION

SECTIONS:

2-12-001-0001 CITY POLICY:
2-12-001-0002 CREATION OF THE TRANSPORTATION COMMISSION AND MEMBERSHIP:
2-12-001-0003 TERMS OF OFFICE:
2-12-001-0004 MEETINGS:
2-12-001-0005 FUNCTIONS OF THE COMMISSION:
2-12-001-0006 OTHER POWERS:
2-12-001-0007 REPEALED:

2-12-001-0001 CITY POLICY:

It is the policy of the City, in the exercise of the powers vested in the City Council for the protection of the public safety and promotion of the general welfare, to promote the safety of the traveling public and to improve utilization of the public ways for all forms of transportation. (Ord. 1349, Amended, 02/19/1985; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0002 CREATION OF THE TRANSPORTATION COMMISSION AND MEMBERSHIP:

A. There is hereby created a commission to be known as the Transportation Commission.

B. The Commission shall consist of seven (7) voting members and two (2) ex officio, nonvoting members. Each voting member shall be appointed by the City Council and shall continually reside within the City during the tenure of appointment. The Commission's membership shall be as follows:

1. The seven (7) voting members of the Commission shall consist of all of the following:

    a. Five (5) at large members selected from the general public.

    b. One (1) member appointed to represent the Flagstaff Unified School District.

    c. One (1) member appointed to represent the Northern Arizona Intergovernmental Public Transportation Authority.

2. The two (2) ex officio, nonvoting members shall consist of the following:

    a. The Traffic Engineer, or his or her designee.

    b. The Chief of Police, or his or her designee.

C. The Commission shall annually select one (1) of its members to serve as chairperson. (Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, Amended, 06/15/10; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0003 TERMS OF OFFICE:

Members of the Commission shall serve staggered three (3) year terms. No member may serve more than two (2) three (3) year terms.

A member's term of office shall commence with the first regular Commission meeting following his appointment and terminate with the regular Commission meeting at which his successor takes office.

A Commission member who is absent from three consecutive regular meetings may have their remaining term terminated by a vote of the City Council upon recommendation of the Commission. (Ord. 1349, Amended, 02/19/1985; Ord. 1942, Amended, 05/06/1997; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013)

2-12-001-0004 MEETINGS:

The Commission shall meet quarterly and/or at the request of its Chairperson for the disposal of such business as may come before it.

Meetings shall be conducted in accordance with the Board and Commission Members' Rules and Operations Manual adopted by resolution of the Flagstaff City Council, and in compliance with all other local, State, and Federal laws.

A quorum shall consist of four (4) voting members of the Commission. (Ord. 1349, Amended, 02/19/1985; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-12-001-0005 FUNCTIONS OF THE COMMISSION:

The functions of the Commission shall be:

A. To formulate and recommend policies and ordinances to the City Council governing the general operations of the City streets, alleys, sidewalks and bikeways.

B. To review periodically traffic regulation actions of the Transportation Engineering Program.

C. To promote pedestrian, bicycle, transit and driver education programs in the school systems and to disseminate traffic and safety information to the public at large.

D. To annually advise the City Council of the progress and expenditures of the City's Streets/Transportation Capital Improvements Program, funded by the transportation tax revenues approved by voters in the election of May 2000 and the City's road repair and street safety tax revenues approved by voters in the election of November 2014. To carry out this function, the Transportation Commission shall:

1. Meet annually with the City's Capital Improvements and Financial Services staff to review the progress of the Streets/Transportation Capital Improvement Program's ("CIP") planning and programming efforts;

2. Ensure there is a coordinated approach for budgeting and expending transportation sales tax revenues for all transportation modes and road repair and street safety sales tax revenues;

3. Provide input on the Streets/Transportation CIP's prioritization scoring criteria;

4. Provide a forum for public comment and input regarding the Streets/Transportation CIP;

5. Publish an annual Streets/Transportation CIP advisory report; and

6. Present the findings of said report to the City Council during a public meeting in conjunction with the annual budget process. At a minimum, the report shall discuss the previous years' income/expenditures, construction projects and planning activities.

E. To perform other duties relating to public safety within the scope of this Commission.

(Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, Amended, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013; Ord. 2016-31, Amended, 09/20/2016)

2-12-001-0006 OTHER POWERS:

A. The Commission shall have the power to appoint subcommittees for the purpose of defining problem areas of traffic and traffic safety; proposing solutions to defined problems; or for any other undertaking which will reasonably lead to safer and more efficient traffic flow in the City.

B. The City Council hereby establishes the following advisory committees to the Transportation Commission to provide advice on special traffic and transportation topics, and delegates to the Commission the power to appoint members to these committees. No member of the Transportation Commission shall be a member of an advisory committee. The City Council retains the power to remove a member of an advisory committee for the reasons specified in the City's Board and Commission Members' Rules and Operations Manual.

1. Bicycle Advisory Committee: Seven (7) citizen members appointed for a three (3) year term. No member may serve more than two (2) three (3) year terms.

2. Pedestrian Advisory Committee: Seven (7) citizen members appointed for a three (3) year term. No member may serve more than two (2) three (3) year terms.

C. The Transportation Commission shall define the operating procedures of the advisory committees, assuring compliance with the Arizona Open Meeting Law, and the City's Board and Commission Members' Rules and Operations Manual, including, but not limited to:

1. The advisory committees shall report on their activities to the Transportation Commission at each Commission meeting.

2. The advisory committees shall investigate, consider, and make recommendations to the Transportation Commission on items assigned to them by the Commission regarding their

respective areas of interest.

3. The advisory committees shall bring to the Transportation Commission items of a planning, design, or regulatory nature that come to their attention regarding the City's pedestrian and bikeway systems. (Ord. 1349, Amended, 02/19/1985; Ord. 2007-21, Amended, 02/06/2007; Ord. 2010-14, 06/15/2010; Ord. 2013-06, Amended, 09/17/2013; Ord. 2014-28, Amended, 11/18/2014)

2-12-001-0007 REPEALED:

(Ord. 2013-06, Repealed, 09/17/2013)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:
Consideration of Appointments: Mountain Line Board

STAFF RECOMMENDED ACTION:

1. Councilmember House to make one appointment
2. Councilmember Spence to make one appointment

Executive Summary:
The NAIPTA Transit Advisory Committee serves in an advisory role to the NAIPTA CEO and General Manager, discussing policies and procedures related to the operation of this organization. The City of Flagstaff is responsible for appointing one Citizen Representative and one Alternate Citizen Representative.

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 two (2) applications on file for consideration by the Council as follows:

- Michele James (current Commissioner)
- Brendan Trachsel (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember House and Councilmember Spence

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

Policy Impact:
None.

Previous Council Decision or Community Discussion:
None.

Options and Alternatives to Recommended Action:

1. Appoint two Members
2. Postpone the action to allow for further discussion or expand the list of candidates.

Connection to PBB 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.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Greg Krahe, Streets Manager

Co-Submitter: Bayley Chotena

Co-Submitter: Sam Beckett

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Approval of Contract: Contract with Carahsoft Technology Corporation to license OpenGov Asset Management and Work Order Software and related services.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract with Carahsoft Technology Corporation for OpenGov Asset Management and Work Order Software in the amount of $102,044.07; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Streets Section has worked with a version of the OpenGov Asset Management/Work Order software for over 10 years to maintain and track all department asset inventory. The software also serves as the main work order management tool. The Streets Section continues to refine current business practices and expand the use of OpenGov asset management systems, including integrating with City GIS to develop reporting dashboards currently in progress that provide real-time work data. This tool is used to track, manage, and dispatch work in Streets while tracking financial burden and resource utilization.

Financial Impact:

Project Name: OpenGov Asset Mananegment/ Work Order Software
Cost: $102,044.07
Account Number Budgeted: 040-06-161-0614-6-4343
FY2025-26 Budgeted Amount: $151,975
Grant Funded: N/A
Funding Source: Highway User Revenue Funds (HURF)

Policy Impact:

This directly supports the City's mission to provide the highest service levels possible while reducing financial impacts and duplicated efforts.

Previous Council Decision or Community Discussion:

No

Options and Alternatives to Recommended Action:

N/A

Background and History:

The provider, Carasoft Technology Corporation has been awarded a cooperative contract with OMNIA

Partners, meeting the needs of the Streets division for Asset Management and Work Order Software. The City Procurement Section reviewed the agency contract for validity and fairness, resulting in a Cooperative Purchase Contract to purchase OpenGov Asset Management and Work Order Software in the amount of $102,044.07.

Connection to PBB Priorities and Objectives:
High Performing Governance - Enhancement of community engagement and strengthening relationships between the community and public safety services. Streets believes this Cooperative Purchase Contract with Carahsoft Technology Corporation will support staff in the enhancement of work management and citizen reporting. It will also continue asphalt management and tracking of the Streets Road Repair/Street Safety program, which delivers roughly $10,000,000 worth of road repairs each year as part of the 2014 Prop 206 approval.

Connection to Regional Plan:
Policy T.8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
N/A

Attachments:
Carahsoft Quote
Contract R240303
Purchase Contract
Attachment

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Samuel Beckett
Public Works Administration
City of Flagstaff, AZ
3200 W Route 66
Flagstaff, AZ 86001 USA

EMAIL: Samuel.beckett@flagstaffaz.gov

PHONE:

FROM: Heather Castellanos
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Heather.Castellanos@carahsoft.com

PHONE: (571) 662-3750

TERMS: OMNIA Software Solutions and Services contract: R240303
Term: January 1, 2025 - December 31, 2027
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	45373561
QUOTE DATE:	03/03/2025
QUOTE EXPIRES:	07/14/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$93,463.21
AZ Tax	$8,580.86
TOTAL QUOTE:	$102,044.07

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE		QTY	EXTENDED PRICE
		TERM 3					
1	OG-TWAQ-B300500M-AR-3Y-1195	Asset Management - Between $300-500 Million - 3Y Enterprise Asset Management Unlimited Users OpenGov, Inc. - OG-TWAQ-B300500M-AR-3Y Start Date: 07/31/2025 End Date: 07/30/2026	LIST: $78,750.00 CONTR: $77,175.00	$65,164.62	COOP	1	$65,164.62
2	OG-TWBA-B300500M-AR-3Y-1195	Signal Domain - Between $300-500 Million - 3Y OpenGov, Inc. - OG-TWBA-B300500M-AR-3Y Start Date: 07/31/2025 End Date: 07/30/2026	LIST: $67,500.00 CONTR: $66,150.00	$3,350.01	COOP	1	$3,350.01
3	OG-TWBC-B300500M-AR-3Y-1195	Transportation Domain - Between $300-500 Million - 3Y OpenGov, Inc. - OG-TWBC-B300500M-AR-3Y Start Date: 07/31/2025 End Date: 07/30/2026	LIST: $75,938.00 CONTR: $74,419.24	$6,847.46	COOP	1	$6,847.46
4	OG-TWBD-B300500M-AR-3Y-1195	Walkability Domain - Between $300-500 Million - 3Y OpenGov, Inc. - OG-TWBD-B300500M-AR-3Y Start Date: 07/31/2025 End Date: 07/30/2026	LIST: $67,500.00 CONTR: $66,150.00	$1,675.00	COOP	1	$1,675.00
5	OG-TWAS-B300500M-AR-3Y-1195	Asset Builder - Between $300-500 Million - 3Y OpenGov, Inc. - OG-TWAS-B300500M-AR-3Y Start Date: 07/31/2025 End Date: 07/30/2026	LIST: $11,813.00 CONTR: $11,576.74	$8,101.94	COOP	1	$8,101.94
6	OG-TWBS-ALTR-AR-1Y-1195	Asset Management Managed Services - Small - All Tiers - 1Y OpenGov, Inc. - OG-TWBS-ALTR-AR-1Y Start Date: 07/31/2025 End Date: 07/30/2026	LIST: $10,107.00 CONTR: $9,904.86	$8,324.18	COOP	1	$8,324.18
		TERM 3 SUBTOTAL:					$93,463.21
		SUBTOTAL:					$93,463.21

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TOTAL PRICE:	$93,463.21
AZ Tax	$8,580.86
TOTAL QUOTE:	$102,044.07

Opengov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov services is pursuant to the OpenGov End User License Agreement set forth at https://opengov.com/terms-of-service/end-user-license-agreement/

****PLEASE NOTE****
Please be sure to include any applicable contract numbers on your purchase order, as well as, all billing and shipping emails and mailing addresses to ensure your order can be processed in a timely manner.

For orders that may be subject to taxes, please provide the end user's mailing address so the correct tax rate, if any, can be applied.

Contract #

for

with

Effective:

The following documents comprise the executed contract effective:

I. Vendor Contract and Signature Form

II. Supplier’s Response to the RFP

III. [FILLER TEXT]

IV. [FILLER TEXT]

V. [FILLER TEXT]

APPENDIX A

Contract

*This Contract ("**Contract**") is made as of December 17, 2024 by and between Carahsoft Technology Corporation **Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Software Solutions and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-03 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;

iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4

ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Carahsoft Technology Corporation

Address: 11493 Sunset Hills Road, Suite 100,

City/State/Zip: Reston, VA 20190

Telephone No.: 703.871.8500

Email Address: Sales@carahsoft.com

Printed Name: Jennifer Kanach

Title: Secretary

Authorized signature: Jennifer Kanach

Accepted by Region 4 ESC:

Contract No. _R240303

Initial Contract Term 1/1/2025 to 12/31/2027

Linda Tinnerman
Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
Print Name

24-03 Addendum 4
Carahsoft Technology Corporation
Supplier Response

Event Information

Number: 24-03 Addendum 4
Title: Software Solutions and Services
Type: Request for Proposal
Issue Date: 4/24/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 9, 2024 at 11:00 am
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Carahsoft Technology Corporation Information

Address: 11493 Sunset Hills Road, Suite 100,
Reston, VA 20190
Phone: (703) 871-8500

By submitting your response, you certify that you are authorized to represent and bind your company.

Jennifer Kanach
Signature

Proposals@carahsoft.com
Email

Submitted at 6/13/2024 11:43:01 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Carahsofts Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Carahsofts Appendix B Terms & Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Carahsofts Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Products and Pricing

Carahsofts Response to Region 4 ESCs RFP #24-03.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Add

No response

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Antitrust Certification Statements

Carahsofts Antitrust Certification Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Carahsofts 1295 Form.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

Carahsofts Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification — *No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Minority Women Business Enterprise Certification — *No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Historically Underutilized Business (HUB) Certification — *No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone) — *No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder — *No response*

Please upload other recognized diversity certificate holder if applicable.

Submit FEIN and Dunn & Bradstreet report. — Carahsofts 2022 Financial Statement Paragraph - D&B Writeup.pdf

Upload FEIN and Dunn & Brandstreet report here.

OMNIA Partners - Exhibit F Federal Funds Certifications — Carahsofts Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance — Carahsofts Exhibit G New Jersey Business Compliance Forms.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Bid Attributes

1	**Oral Communication** Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. ☑ I have read and agree.
2	**Scope of Work** Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.
3	**Terms and Conditions** Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. ☑ I have read and agree.

4 **Products/Pricing - Upload on Response Attachments Tab**

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)
- List all categories that you are offering

5 **Is pricing available for all products and services?**

☑ Yes

☐ No

6 **Describe any shipping charges (where applicable).**

All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

7 **Provide pricing for warranties on all products and services.**

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

8 **Describe any return or restocking fees.**

We do not offer a return policy on software and services, and by the nature of software licenses and services there are no restocking concerns.

9 **Describe customer fulfillment process.**

Carahsoft’s number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement. When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer’s payment is due within 30 days and payment closes out once payment of their invoice is received. Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Please see Products and Pricing Response.

10 **Discounts or Rebates**

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

11 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our inhouse sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

12 Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.

13 Frequency of Pricing Updates

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

14 Future Product Introductions

Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

15 Not to Exceed Pricing

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

16 Appendix D, Exhibit A, OMNIA Partners Response for National Contract

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

17 Appendix D, Exhibit B, OMNIA Partners Administration Agreement

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement.

18 Appendix D, Exhibits F and G

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

19 Emergency Orders

Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

20	**What is Offeror's average Fill Rate?** We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.
21	**What is Offeror's average on time delivery rate?** Describe Offeror's history of meeting the shipping and delivery timelines. Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.
22	**Describe Offeror's return and restocking policy.** We do not offer a return policy on software and services, and due to the nature of software licenses and services there are no restocking concerns.
23	**Describe Offeror's ability to meet service and warranty needs.** All products and services come with an initial warranty included in the price. Additional warranties are available upon request.
24	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.** Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care
25	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.** Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment.
26	**Describe Offeror's contract implementation/customer transition plan.** During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation. The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.
27	**Describe the financial condition of Offeror.** As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present). We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them. Specific questions may be referred to Craig P. Abod, Pres

28 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as: - Contract Information - Contract FAQ Document - Product Information - Catalog/ Pricelist Information - Additional Contractual Information. The following are examples of Dedicated Websites for current Carahsoft contracts: - Department of Defense ESI BPA Contract # N00104-12-A-ZF31 (http://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-desktop-bpa-contract-n00104-12-zf31) - Department of Navy ESI BPA Contract (https://www.carahsoft.com/buy/esi-bpa-contracts/department-defense-esi-bpa-contract-n00104-12-zf31) - NASA SEWP V Contract # NNG15SC03B/NNG15SC27B (http://www.carahsoft.com/buy/sewp)

29 **Describe the Offeror's safety record.**

Due to there being no inventory to risk employee's safety, Carahsoft has a clean safety record.

30 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization. The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing. More information in our Products and Pricing response.

31 **Describe Offeror's reputation in the marketplace.**

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards ? Top Ranked GSA Schedule 70 Contract holder for software ? #22 on Washington Business Journal's Largest Government Contractors List for 2023 ? #31 on Washington Technology's Top 100 Government Contractors List for 2023 ? Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abo

32 **Describe Offeror's reputation of products and services in the marketplace.**

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

33 **Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.**

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

34 **Describe the experience and qualifications of key employees.**

Craig Abod - Top corporate executive with more than 25 years of experience in government sales, government marketing, and Federal Contract program management / Robert Moore - • Senior Sales Executive with a 15+ year accomplished career track. More information can be found in our Product and Pricing response.

35 **Describe Offeror's experience working with the government sector.**

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

36 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Carahsoft does not have any such actions.

37 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

38 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts. We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers. Please see Products and Pricing Response.

39 **References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Please find 3 references and Carahsoft's request to provide further information upon award in our Product and Pricing response. **Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).**

40 **Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC: 1. Dedicated Account Manager 2. Program Management 3. Training Webcasts & Access to Carahsoft Facilities 4. Proactive Marketing of the Contract 5. Monthly/Quarterly Reports 6. Dedicated Phone Lines & Live Chat 7. Dedicated Contract Microsite 8. Dedicated Email Address Please find an in-depth description of these bullets in our Products and Pricing response.

41 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

42 Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

43 Additional Investigations

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

44 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

☐ Yes

☑ No

45 Supplier Response

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

46 Brief history and description of Supplier to include experience providing similar products and services.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

47 Total number and location of salespersons employed by Supplier.

Carahsoft employees about 3,500 persons.

48 Number and location of support centers (if applicable) and location of corporate office.

Carahsoft’s main office is located at 11493 Sunset Hills Road, Reston, VA 20190

49 Annual sales for the three previous fiscal years.

$16400000000

50 Annual sales for the three previous fiscal years.

$12500000000

51 Annual sales for the three previous fiscal years.

$10600000000

52 **Describe any green or environmental initiatives or policies.**

Reducing our carbon footprint is extremely important to Carahsoft. As a result, we strive to ensure that our recycling program is comprehensive and robust. Carahsoft uses single-stream recycling to make it as easy as possible for our employees to recycle as much as they can. Carahsoft uses recycled materials whenever possible. For example, hard copy bid submissions are printed on recycled paper and shipped using recycled packing materials. Carahsoft uses only Energy Star compliant hardware, which uses substantially less electricity when items are not in use. Additionally, thelights in our office are on a timer to ensure that lights are turned off when the employees are not working. Likewise, motion detectors ensure that lights are not left on when rooms are empty. Carahsoft has implemented VMware internally, which moves our servers to a virtualized cloud environment, eliminating the need for physical servers in our office. This has drastically reduced our server footprint, allowing us to save thousands of dollars each year on heating and cooling our data center.Carahsoft also seeks to reduce our carbon footprint by providing transit benefits for employees who use public transportation to commute to and from work. In fact, we recently relocated our offices to within less than half of a mile of the Washington Metrorail System, making it easy for employees to take advantage of sustainable public transportation. Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement further policies to reduce our company's footprint.

53 **Diversity Programs**

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

54 **Minority Women Business Enterprise**

☐ Yes
☑ No

55 **If yes, list certifying agency:**

No response

56 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

☐ Yes
☑ No

57 **If yes, list certifying agency:**

No response

58 **Historically Underutilized Business (HUB)**

☐ Yes
☑ No

59 **If yes, list certifying agency:**

No response

60 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes
☑ No

61 **If yes, list certifying agency:**

No response

62 **Other recognized diversity certificate holder**

☐ Yes

☑ No

63 **If yes, list certifying agency:**

No response

64 **Contractor Relationships**

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

65 **Describe how supplier differentiates itself from its competitors.**

Carahsoft's top three differentiating strengths include: 1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams. Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging. 2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system. - Carahsoft seamlessly generates quotes within 30 minutes or less - Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level. 3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including: ??Unique budget and procurement cycles - Specific contract requirements and set-asides - Audits, regulations and compliance - The value of Prime Contractors and Systems Integrators and how to work with them - Competitive marketplace - Security Clearances - Collection of A/R requires expertise and focus Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

66 **Litigation, Bankruptcy or reorganization**

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

67 Felony Conviction Notice

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes

☑ No

68 Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

Not Applicable.

69 Distribution, Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

70 Distribution

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

71 Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

72 Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

73	**Logistics** Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable. Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.
74	**Marketing and Sales** Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to: • Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days. • Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days. Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

75	**90-day Plan** Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: • Creation and distribution of a co-branded press release to trade publications • Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days. • Design, publication and distribution of co-branded marketing materials within first 90 days • Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement • Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. • Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement • Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) • Dedicated OMNIA Partners internet web-based homepage on Supplier's website with: •OMNIA Partners standard logo; •Copy of original Request for Proposal; •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; •Summary of Products and pricing; •Marketing Materials •Electronic link to OMNIA Partners' website including the online registration page; •A dedicated toll-free number and email address for OMNIA Partners i. Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html ii. Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector Upon award, Carahsoft will add the relevant contract details to the website above. iii. Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following: ? On-Site Events ? Webcasts ? Tradeshows ? Industry conferences ? Email Campaigns ? Digital and Print ads iv. Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement. v. Carahsoft can commit to attend the NIGP Annual Forum. vi. As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications. vii. Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement. viii. Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

76 Transition

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

77 Logo

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

78 Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79 Training

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

80

Responsibility

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

81

Sales Force

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

82

Implementation

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

83

Program Management

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

84

Supplier's Customer List

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

85

System Capabilities and Limitations

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

86

Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

87

Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

88

Projected Sales Year Three

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$0

89

General Terms and Conditions

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

90

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

91

Name of Felon and Nature of Felony, if applicable

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

92	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.
93	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

94	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

95	**Conflict of Interest Questionnaire** Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations: 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or 3) If the vendor has a family relationship with a local government officer of Region 4. *"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7). *"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3). *"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a). *"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4). **Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.** For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links: Texas Local Government Code, Section 176 Texas House Bill 23 A blank Conflict of Interest Questionnaire is available by clicking: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document. ☑ I certify compliance with this attribute.

96

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

97

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

98

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

100

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

☑ OPTION A - No proprietary information

☐ OPTION B - Proprietary information marked

102

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

103

Contracting Information

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

104

Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

105

Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

106	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
107	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

108

Federal Rule (D) - Davis Bacon Act/Copeland Act

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

☑ I certify compliance with this attribute.

109

Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

☑ I certify compliance with this attribute.

110

Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

☑ I certify compliance with this attribute.

111	**Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**Federal Rule (H) - Debarment and Suspension** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

114

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115

Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

116

Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

117

Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

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 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.

☑ I certify compliance with this attribute.

118	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.
119	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.
120	**Federal Rule - Solid Waste Disposal Act** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

121	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
122	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
123	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☑ I certify compliance with this attribute.

124	**Indemnification** **Acts or Omissions** Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. **Infringements** a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement. c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing. **Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity** a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. ☑ I certify compliance with this attribute.
125	**Excess Obligations Prohibited** Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC. ☑ I certify compliance with this attribute.
126	**Suspension and Debarment** Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency. ☑ I certify compliance with this attribute.

127	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1174684

Date Filed:
06/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corp.
Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

OMNIA Partners

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R191902 #24-03
10-8 Systems Offerings

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Natalie LeMay, and my date of birth is 02/03/1997.

My address is 11493 Sunset Hills Rd (street), Reston, (city), VA (state), 20190-5230 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fairfax County, State of Virgina, on the 12 day of June (month), 2024 (year).

Natalie LeMay

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Jennifer Kanach, as an authorized representative of

Carahsoft Technology Corporation, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Jennifer Kanach

Signature of Named Authorized Company Representative

06/04/24

Date

Carahsoft's Response to the

Region 4 Education Service Center

Request for Proposal

Software Solutions and Services

Solicitation Number: #24-03

Thursday,
June 13, 2024

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
888.662.2724 | www.carahsoft.com

Primary Point of Contact
Benjamin Rader | Contracts Specialist
703.889.9872 | Benjamin.Rader@carahsoft.com

Secondary Point of Contact
Proposals@carahsoft.com

June 13, 2024
Region 4 Education Service Center
7145 West Tidwell Road
TX 77092 USA

Re: Carahsoft's Response to the Region 4 Education Service Center's Request for Proposal: Software Solutions and Services, Solicitation Number: #24-03

Dear Contracting Officer,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Region 4 Education Service Center (ESC)'s Request for Proposal (RFP): Software Solutions and Services. Carahsoft is proposing our catalog of supported vendors to meet the ESC's requirements for Software Solutions and Services. Our team has reviewed and considered ESC's requirements outlined in the RFP and has carefully put together a solution that will best meet your needs.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as a current OMNIA contractor and reseller for a portfolio of industry-leading solutions.

Contract Title	Contract Number	Lead Agency
Educational Software Solutions and Services	R191902	Region 4 ESC - TX
Human Capital Management Systems and Managed Business Solutions	R200702	Region 4 ESC - TX
Technology Products, Solutions and Related Services	23-6692-01	Cobb County, GA

As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 703.889.9872/Benjamin.Rader@carahsoft.com or Madeline Hall at 703.230.7450/Madeline.Hall@carahsoft.com with any questions or communications that will assist ESC in the evaluation of our response. This proposal is valid for 120 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Benjamin Rader

Benjamin Rader
Contracts Specialist

TABLE OF CONTENTS

A) Products and Pricing 1

B) Performance Capability 3

C) Qualification and Experience 6

D) Value Add 10

1. Dedicated Account Management 10
2. Program Management 10
3. Training Webcasts & Access to Carahsoft Facilities 11
4. Proactive Marketing of the Contract 11
5. Monthly/Quarterly Reports 12
6. Dedicated Phone Lines & Live Chat 12
7. Dedicated Contract Microsite 13
8. Dedicated Email Address 13

Exhibit A - 3.0 Supplier Response 14

3.1 Company 14

3.2 Distribution, Logistics 18

3.3 Marketing and Sales 19

Additional Required Documents 24

Carahsoft's W-9 24

New Jersey Business Registration Certificate 26

Corporate Line Card 27

EEOAA Evidence – EEO Report 30

Redlines 33

RFP #24-03 33

Appendix A 42

Exhibit A 49

Exhibit B 60

Pricing 68

A) PRODUCTS AND PRICING

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Carahsoft has read, understands, and will comply with this requirement. Our pricing has been included at the end of our submission.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- *Manufacturer part #*
- *Offeror's Part # (if different from manufacturer part #)*
- *Description*
- *Manufacturers Suggested List Price and Net Price*
- *Net price to Region 4 ESC (including freight)*
- *Offer an extensive robust line of top manufacturers*
- *Submitted price list must include the Offerors' company name, solicitation*
- *name/number and date.*
- *List all categories that you are offering*

Carahsoft has read, understands, and will comply with this requirement. Carahsoft is proposing to extend the pricing discounts that are offered in our current contract with Region 4 ESC (Contract R191902). This pricelist can be viewed at the following link: https://www.omniapartners.com/publicsector/suppliers/carahsoft-technology-corp/contract-documentation#c35362

iii. Is pricing available for all products and services?

Yes, pricing is available for all our offerings.

iv. Describe any shipping charges (where applicable). All deliveries shall be freight prepaid F.O.B. destination and shall be included in all pricing unless otherwise clearly stated in writing.

Carahsoft understands this requirement and can confirm all pricing provided is comprehensive.

v. Provide pricing for warranties on all products and services.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

vi. Describe any return and restocking fees.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

vii. Describe customer fulfillment process

Carahsoft's number one concern is providing all orders swiftly and accurately. Our customer fulfillment process includes a number of safeguards to ensure that each order is handled efficiently, and each customer is satisfied with their procurement.

When a purchase order is received from the customer, a unique Carahsoft sales order number is generated. The purchase order is then entered in the accounting system where a Carahsoft purchase order is generated to submit to the vendor. After the PO is submitted and the order has been shipped, the vendor issues an invoice to Carahsoft. Once the vendor invoice is received, it generates the corresponding customer invoice. The customer's payment is due within 30 days and payment closes out once payment of their invoice is received.

Customers may place orders with Carahsoft in a variety of methods. Acceptances of physical PO, contracts, electronic orders, fax are all acceptable order methods. Carahsoft strives to be easy to do business will engage customers in the manner best suited for the customer.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Additional discounts can be provided on a deal-by-deal basis.

ix. Describe how customers verify they are receiving Contract pricing.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

x. Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

This information varies by manufacturer.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

Carahsoft will add products and services that are in scope of the contract per the terms and conditions and discounts proposed.

xiii. Provide any additional information relevant to this section.

Carahsoft has no additional relevant information for this section.

B) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please see under "Exhibit A - 3.0 Supplier Response."

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed redlined exceptions to OMNIA Partners Administration Agreement

Carahsoft understands and acknowledges this requirement. Please see all exceptions listed in Appendix B attached to the desginated location on the portal.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please find Exhibit F and Exhibit G located in the designated section in the portal.

iv. Describe how Offeror responds to emergency orders.

Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule, which can be escalated in the case of an emergency.

v. What is Offeror's average Fill Rate?

We are able to fill all orders for the solutions provided in this proposal 100% of the time, due to inventory and restocking not being a concern for software and services.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Carahsoft delivers all of its orders on time. Once Carahsoft has received an order it places the order with the manufacturer to send to the customer directly. Many of Carahsoft's orders are software, so there is an instant delivery per the agreed upon schedule.

vii. Describe Offeror's return and restocking policy.

We do not offer a return policy on software and services, and due to the nature of the offered software licenses and services there are no restocking concerns.

viii. Describe Offeror's ability to meet service and warranty needs.

All products and services come with an initial warranty included in the price. Additional warranties are available upon request.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Carahsoft's hours are from 8:30am - 5:30pm EST, but our vendors offer a variety of customer service hours, often providing avenues for 24/7 care.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Carahsoft's preferred payment terms are Net30. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar, and will work with Region 4 ESC to reach an agreement on preferred forms of payment

xi. Describe Offeror's contract implementation/customer transition plan.

During the first ten days following contract award, the Carahsoft team will conduct additional discovery activities. We have identified the keys to establishing a successful project are open discussion, careful planning and proactive risk identification and mitigation.

The Carahsoft team will immediately work with the Region 4 ESC representatives, our staff and partners in a series of meetings and workshops from the executive level to the staff level to ensure the compliance of product delivery and contract requirements. This process is the first step in the Carahsoft Team's successful contract performance

On Day One of contract award, Carahsoft will launch our Region 4 ESC ten day marketing blitz. We will also begin to convert quotes in our CRM system to Region 4 ESC quotes. This transition will help provide Carahsoft with additional opportunities throughout the United States and will motivate customers to utilize different Region 4 ESC contracts in the process.

xii. Describe the financial condition of Offeror.

As a privately owned company, Carahsoft does not publicly release financial information. We are a stable, conservative, and profitable company which has grown, since founding in 2004, from $4M in bookings to more than $16.4B in 2023. The company has received numerous accolades for our business performance from our manufacturing partners and the industry, including annual recognition (detailed further on our website) in the CRN Solution Provider 500 (2006-Present), Washington Technology's Top 100 Government Contractors (2010-Present), and the Washington Business Journal's Largest Government Contractors (2011-Present).

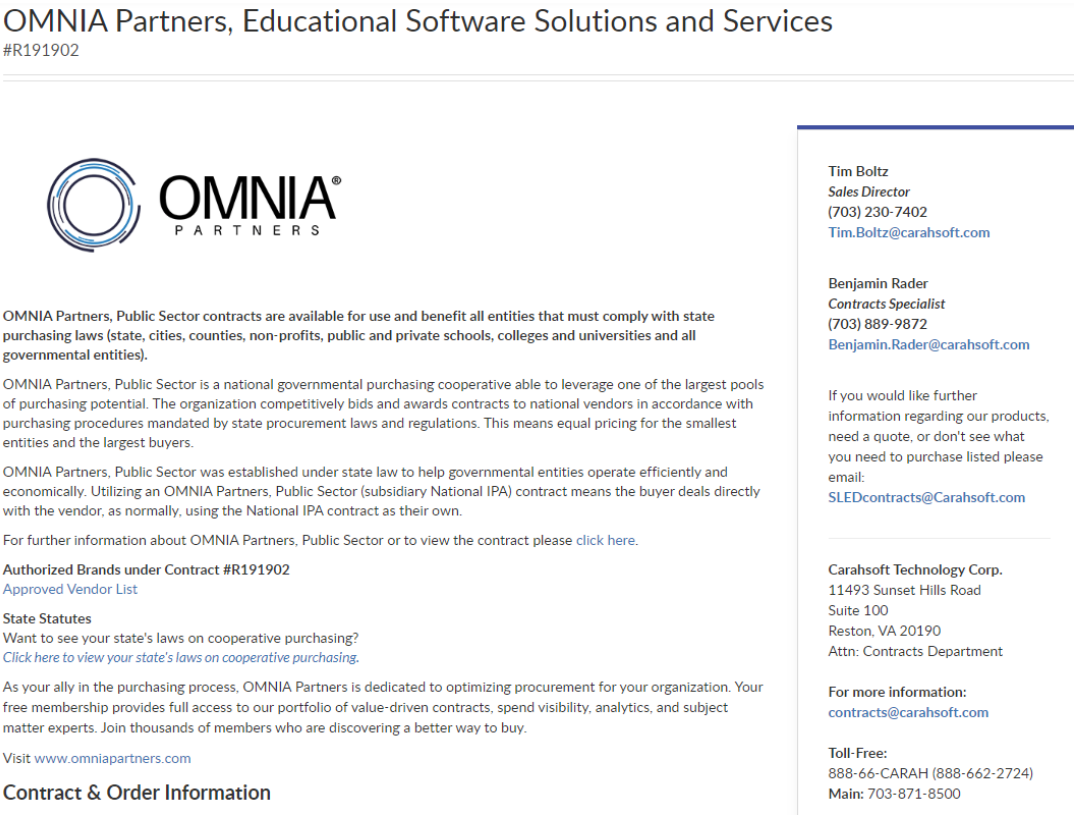
We currently maintain a $25M line of credit available (currently 100% available) with Xenith Bank. Should you require our audited financial statements or have further financial inquiries, we would be happy to provide additional information under separate cover to the specific individual that would be reviewing them.

Specific questions may be referred to Craig P. Abod, *President of Carahsoft Technology Corp.*

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information



OMNIA Partners, Educational Software Solutions and Services
#R191902

OMNIA PARTNERS

OMNIA Partners, Public Sector contracts are available for use and benefit all entities that must comply with state purchasing laws (state, cities, counties, non-profits, public and private schools, colleges and universities and all governmental entities).

OMNIA Partners, Public Sector is a national governmental purchasing cooperative able to leverage one of the largest pools of purchasing potential. The organization competitively bids and awards contracts to national vendors in accordance with purchasing procedures mandated by state procurement laws and regulations. This means equal pricing for the smallest entities and the largest buyers.

OMNIA Partners, Public Sector was established under state law to help governmental entities operate efficiently and economically. Utilizing an OMNIA Partners, Public Sector (subsidiary National IPA) contract means the buyer deals directly with the vendor, as normally, using the National IPA contract as their own.

For further information about OMNIA Partners, Public Sector or to view the contract please click here.

Authorized Brands under Contract #R191902
Approved Vendor List

State Statutes
Want to see your state's laws on cooperative purchasing?
Click here to view your state's laws on cooperative purchasing.

As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Your free membership provides full access to our portfolio of value-driven contracts, spend visibility, analytics, and subject matter experts. Join thousands of members who are discovering a better way to buy.

Visit www.omniapartners.com

Contract & Order Information

Tim Boltz
Sales Director
(703) 230-7402
Tim.Boltz@carahsoft.com

Benjamin Rader
Contracts Specialist
(703) 889-9872
Benjamin.Rader@carahsoft.com

If you would like further information regarding our products, need a quote, or don't see what you need to purchase listed please email:
SLEDcontracts@Carahsoft.com

Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, VA 20190
Attn: Contracts Department

For more information:
contracts@carahsoft.com

Toll-Free:
888-66-CARAH (888-662-2724)
Main: 703-871-8500

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

xiv. Describe the Offeror's safety record.

Carahsoft has a clean safety record, as we carry no inventory to risk employee's safety,

xv. Provide any additional information relevant to this section.

We have no further information to provide in this section.

C) QUALIFICATION AND EXPERIENCE

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies. Formed by a group of seasoned professionals with decades of experience in sales, marketing and contract program management, Carahsoft has built our reputation as a customer-centric organization.

The Carahsoft team has a proven history of helping agencies find the best possible technology solution at the best possible value. Each customer works directly with a dedicated account representative to determine a solution tailored specifically to meet his or her needs. We combine our extensive knowledge of the technologies we provide, with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing.

Carahsoft will leverage its experience with state and federal procurement agencies to streamline the ordering process for the State of Texas. Carahsoft maintains state-wide contracts in Texas, Ohio, Pennsylvania, California, Florida, Illinois, Maryland, New York State, North Carolina, and Virginia. Additionally, Carahsoft Technology Corp. currently holds many of the proposed products on our GSA Schedule contract (47QSWA18D008F).

ii. Describe Offeror's reputation in the marketplace.

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain. However, As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry because the IT business requires cooperation on all levels. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed below and further on our awards page: http://www.carahsoft.com/awards

- Top Ranked GSA Multiple Award Schedule Contract holder for software
- #22 on Washington Business Journal's Largest Government Contractors List for 2023
- #31 on Washington Technology's Top 100 Government Contractors List for 2023
- Fed 100 Winner and Ernst & Young Entrepreneur of the Year, Craig P. Abod, President and CEO; Fed 100 Winner, John Lee, Vice President of Cloud Services

iii. Describe Offeror's reputation of products and services in the marketplace.

In addition to our awards above, Carahsoft maintains one of the largest partner networks in the industry and can provide a quote for any vendor in 30 minutes.

iv. Provide a current list of Authorized Distributors/Resellers including contact information and geographical area.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

v. Describe the experience and qualification of key employees.

Carahsoft has managed and administered a variety of cooperative contracts for nearly 20 years, and our dedicated team members have hands-on experience working with OMNIA's needs and requirements. Our leadership team has ample management experience for Texas' account size and type as evidenced below:

Name	Title	Years of Experience
Craig P. Abod	President	40 years
Robert Moore	Vice President	25 years
Karina Woods	Director, Order Management	25 years
Julie Denworth	Director, Marketing	20 years
Tim Boltz	Director, Sales	15 years
Karlie Schachle	Manager, Contract Validation and Reporting	14 years
Madeline Hall Barfield	Manager, Contract Administration	12 years
Benjamin Rader	Contracts Specialist	2 years

Robert R. Moore, Vice President

- Senior Sales Executive with a 25 year accomplished career track
- Held senior sales management positions throughout a dynamic tenure in US Government Information Technology Sales
- Developed multiple successful; selling organizations from the ground up to revenues greater than $500M
- Has contributed to the development of several organizations from the start-up/ incubator phase into mature successful selling phases
- Successful and experienced at performing all aspects of monthly sales forecasting and competitive analyses to develop highly successful selling organizations
- 25 years of total experience in Government IT Sales in positions that have ranged from Technical Account Manager, Director of Sales and several Senior Sales Management posts

Julie Denworth, Vice President, Marketing

- 20 years of experience growing and managing marketing teams to support demand generation in the public sector
- 10+ years of experience as a senior marketing executive
- Committed to ensuring marketing operational success through implementation of best practices and careful assessment of value provided through each program
- Directed competitive research, lead generation activities, nurture programs, channel and internal communications / promotional programs

Karina Woods, Director, Order Management

- 20 years of experience with order management and data entry at Carahsoft, including processing invoices and billing transactions
- Billing and invoicing for software and services that are highly transactional in nature (consumption-based licensing models, cloud services, etc.)
- Tracking extremely large quantiles of orders on a daily, monthly, and yearly basis.
- Managing and tracking orders for Carahsoft's Billing Team, and providing the Billing Team with key information needed to invoice certain orders that are handled with attention to detail and focus

vi. Describe Offeror's experience working with the government sector.

Carahsoft has been providing best of breed hardware, software, and support solutions to federal, state, and local government agencies since 2004, processing over 388,969 orders. Additionally, over the past 20 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Carahsoft does not have any such actions.

viii. Indicate if Offeror is licensed to do business in all 50 states

Carahsoft is licensed to do business in all 50 states.

ix. Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.

Carahsoft has secured numerous contracts that enable Carahsoft and our partners to serve public sector customers throughout the United States and Canada. We are a topperforming contractor for the GSA Schedule, SEWP V and ITES-SW2 contracts. We hold several agency-specific contracts and Department of Defense Enterprise Software Initiative agreements and provide our EDU and SLG customers with access to technology via The Quilt contract, the NASPO Value Point and OMNIA Partners cooperating purchasing agreements, and numerous state and reseller contracts.

We have established strategic, long-term relationships with the industry's leading manufacturers including Adobe, Splunk, Google Cloud, Amazon Web Services, Microsoft, VMware, Salesforce, Zoom, DocuSign, Micro Focus Government Solutions, Dell Technologies, Snowflake, Palo Alto Networks, ServiceNow, Veritas, Broadcom, and SAP, among hundreds of other established and emerging technology providers.

Our partner ecosystem encompasses more than 4,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value- added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

By providing an unparalleled volume of proactive, government-focused sales and marketing, including 4,400+ educational events and campaigns annually, we drive demand for our partners. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other

major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

x. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Carahsoft actively administers and maintains several cooperative purchasing contracts for the General Services Administration (GSA), National Aeronautics and Space Administration (NASA), National Association of State Procurement Officials (NASPO), OMNIA Partners, Texas Department of Information Resources (among many others), and Public Services and Procurement Canada (PSPC).

Reference # 1	
Entity Name	Region 4 ESC
Contact Name and Title	Available upon request
City and State	Houston, TX
Phone Number	Available upon request
Years Serviced	4 years
Description of Services	Educational Software Solutions and Services
Annual Volume	$40M (est.)

Reference # 2	
Entity Name	OARnet
Contact Name and Title	Available upon request
City and State	Columbus, OH
Phone Number	Available upon request
Years Serviced	9 years
Description of Services	VMware products and services
Annual Volume	$750,000

Reference # 3	
Entity Name	NJedge
Contact Name and Title	Available upon request
City and State	Newark, NJ
Phone Number	Available upon request
Years Serviced	13 years
Description of Services	VMware, F5, and Nutanix hardware and software products and services
Annual Volume	$2,000,000

xi. Provide any additional information relevant to this section.

Not applicable.

D) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Carahsoft will provide the following additional value-added services at no additional cost to Region 4 ESC:

1. Dedicated Account Manager
2. Program Management
3. Training Webcasts & Access to Carahsoft Facilities
4. Proactive Marketing of the Contract
5. Monthly/Quarterly Reports
6. Dedicated Phone Lines & Live Chat
7. Dedicated Contract Microsite
8. Dedicated Email Address

The following is an in-depth description of the bulleted list above.

1. Dedicated Account Management

In support of the Contract, Carahsoft will provide a focused Account Manager (AM), who will be dedicated to supporting your requirements and this Contract. The AM will be responsible for all aspects of Contract management and be the single point of contact for providing technical help for all the products offered on this proposal.

Sales, order management, and contracting functions that Carahsoft will do for this contract include the following:

- Assistance with the established license distribution procedures
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Support for customers migrating from existing license contracts
- On demand historical download reports
- Contracts questions
- Assistance with product version, updates and upgrade questions
- Ensure timely delivery of Evidence of Entitlement (or related)
- Evidence of Entitlement (or related) supported by matching receipt
- Co-terming maintenance renewals and existing agreements

2. Program Management

Carahsoft will assign a Program Manager for this Contract who will provide strategic leadership and vision while executing the Contract. The Program Manager's responsibilities will include quality assurance, progress/status reporting, schedule, risk identification/handling/mitigation strategy and program reviews.

3. Training Webcasts & Access to Carahsoft Facilities

At no additional cost, Carahsoft will provide a regular training webcast for Region 4 ESC. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on the following:

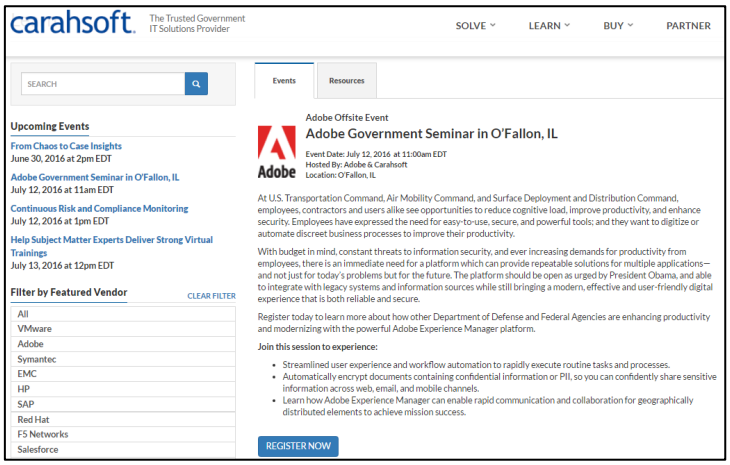
- The terms of the Contract
- Software available on the Contract
- Updates and upgrades as they become available
- New technologies as they become available

These webinars will also be archived and housed on the Contract website so users can view them on demand.

Region 4 ESC will have access to training facilities (user groups, vendor day, and product training) located at Carahsoft headquarters in Reston, Virginia, upon request.

4. Proactive Marketing of the Contract

Carahsoft conducted over 4,850 government specific marketing events in 2023. A few examples include:



- Quarterly Newsletters
- Annual government summits
- Brochures
- Product specific webcasts
- Onsite training seminars
- Representation at government shows
- Host Government User Groups
- Outbound Call campaigns
- Executive Forums
- News Announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Email campaigns
- Proactive marketing opportunity available through:
  - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
  - Institute for Public Procurement (NIGP) – nigp.org
  - National Association of Counties (NACo) – naco.org
  - The United States Conference of Mayors – usmayors.org
  - National League of Cities – nlc.org

- National Governors Association – nga.org
- Relevant State Associations

Carahsoft feels that this proactive marketing will be valuable to Region 4 ESC in terms of promoting this Contract, as well as educating end user on the benefits of the Contract.

5. Monthly/Quarterly Reports

In managing similar Contracts with other government agencies, Carahsoft has developed numerous best practices with providing monthly usage reports. As part of this Contract, Carahsoft will provide monthly license distribution reports to include the following:

- Dates licenses were downloaded
- Dates licenses were shipped
- Ship to Point of Contact
- Number of Licenses
- Version numbers
- Deliver to address
- Current price of the software

This report will differentiate between existing licenses being rolled into the Contract, and new licenses deployed under this agreement. In addition to the monthly reports, Carahsoft will have the ability to produce on-demand usage reports as requested through the Account Manager.

6. Dedicated Phone Lines & Live Chat



Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this Contract. Both toll and toll-free lines will be made available.

The telephone number will be included on all quotations, emails, website(s), and other documentation regarding this Contract. This dedicated line rings simultaneously to a group of individuals working on this Contract, ensuring that calls are always answered live. Additionally, Carahsoft offers Live Chat capabilities through our homepage (www.carahsoft.com). The Live Chat feature will provide Region 4 ESC with another channel for contacting Carahsoft, and expedite the process for receiving immediate customer service.

7. Dedicated Contract Microsite

Carahsoft will develop and maintain a microsite that will be dedicated to this Contract. This will be a supplement to the Vendor support site and will include materials such as:

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information

The following are examples of Dedicated Websites for current Carahsoft contracts:

- OMNIA Partners, Educational Software Solutions and Services #R191902
- OMNIA Partners, Cobb County, GA Technology Products, Solutions and Related Services # 23-6692-01
- NASA SEWP V Contract # NNG15SC03B/NNG15SC27B

8. Dedicated Email Address

Additionally, a dedicated email address will be created in support of this at omniapartners@carahsoft.com or any email Region 4 ESC would like. As with the phone lines, these email aliases would be routed to all individuals at Carahsoft that support this Contract. In this manner, any inquiries received via email would be addressed immediately which would once again enable the quickest execution for all customer service actions.

EXHIBIT A - 3.0 SUPPLIER RESPONSE

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia.

B. Total number and location of salespersons employed by Supplier.

Carahsoft employees approximately 3,500 persons.

C. Number and location of support centers (if applicable) and location of corporate office.

Carahsoft's main office is located at 11493 Sunset Hills Road, Reston, VA 20190.

D. Annual sales for the three previous fiscal years.

2021 - $10.6B
2022 - $12.5B
2023 - $16.4B

a. Submit FEIN and Dunn & Bradstreet report.

Please find our Dunn & Bradstreet Writeup provided in the designated section in the portal.
FEIN#: 52-2189693
DUNS: 088365767

E. Describe any green or environmental initiatives or policies.

As a value-added reseller, Carahsoft is committed to providing third-party commercial-off-the-shelf (COTS) IT solutions and services that empower our customers to innovate sustainably, and reduce their environmental footprints simultaneously. We integrate environmental considerations into our operations by prioritizing several areas of sustainability:

- **Product/Solution Delivery:** As a value-added reseller, Carahsoft primarily delivers for third-party COTS IT solutions and services, via Electronic Software Delivery (ESD). Delivering products and solutions via ESD helps our customers minimize their carbon and energy footprints by reducing the toxic emissions and waste that would be required to package, transport, and deliver a physical product/solution.

- **Sustainable Facilities:** Although Carahsoft is not directly involved in manufacturing any of the solutions that we resell, our office facilities have been configured to conserve resources and maximize energy efficiency. Each room in our main office includes motion-sensing lights, which are designed to conserve energy when a room/facility is not in use. We leverage Elkay EZH2O Bottle

Filling Stations that enhance sustainability by minimizing dependency on disposable plastic bottles. Our restrooms include sensor-activated flush valves, automatic soap dispensers, and paperless hand dryers that reduce paper and water waste. In an effort to promote recycling, we have included single-stream recycling bins and receptacles in various locations within our office.

- **Sustainable Transit and Transportation:** Carahsoft encourages our employees to leverage public transportation and shared transit in their commutes. Our office is within walking distance to multiple Fairfax Connector bus stations, and has been located within a half mile of a Washington Metropolitan Area Transit Authority (WMATA) metrorail station since 2015. Employees are reimbursed for expenses associated with mass transportation system, which encourages travel via means that will reduce fuel consumption and carbon emissions. We incentivize employees who carpool with other Carahsoft employees by providing them with parking permits that provide access to reserved preferential parking.

- **IT Infrastructure:** Carahsoft has configured our internal IT environment to leverage products, solutions, and devices that will minimize energy consumption to the maximum extent possible. Our workforce utilizes solutions from the Electronic Product Environment Assessment Tool (EPEAT) Registry and Energy Star programs, which are designed to use substantially less electricity when they are idle/not in use. We leverage a hybrid cloud environment, which drastically reduces our physical server footprint (and the amount of energy that would heat and cool a physical data center).

- **Marketing and Digital Media:** Carahsoft hosts hundreds of virtual events (webinars, webcasts, and similar) each year. These events are recorded and archived, so that they can be accessed at a later date. We leverage prominent social media platforms (Twitter, Facebook, and LinkedIn) to advertise events and promote content. This reduces the carbon emissions that result from hosting and/or attending on-site events, as well as the waste produced by promoting events and solutions via paper products.

- **Solutions Portfolio**: Carahsoft's unrivaled portfolio includes IT solutions and services that assist our customers with large-scale telework and online learning initiatives. We support hundreds of best-of-breed vendors that deliver solutions that enable telework, support collaboration, ensure business continuity, and scale communications channels and security. Many of the cloud vendors within our portfolio have implemented environmental energy efficiency plans for their data centers. Additionally, we support several industry-leading hardware providers with solutions in the EPEAT Registry and Energy Star programs.

Carahsoft is always open to suggestions on how we can encourage more sustainable practices and how we can implement additional policies to further reduce our company's carbon footprint.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Carahsoft maintains a vast ecosystem of partners of various socioeconomic classifications, including resellers, systems integrators, and service providers. The Carahsoft partner network includes a very

diverse group with varying specializations, credentials, product lines, and business types, including over 700 Small Businesses. If awarded, Carahsoft will leverage our experience managing this vast partner ecosystem to support the participation of MWBEor SDVOB certified businesses.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise:

☐Yes ☒ No
If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE):

☐Yes ☒ No
If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB): Yes / No
If yes, list certifying agency: _____

☐Yes ☒ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone):

☐Yes ☒ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder:

☐Yes ☒ No
If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

As described above, Carahsoft has a robust partner network, many of which do meet minority owned standards.

I. Describe how supplier differentiates itself from its competitors.

Carahsoft has a vast knowledge of Omnia which stems from our extensive experience and participation in the program. In addition to the experience with Omnia Carahsoft brings, we also exhibit key differentiators which set us apart from the industry and our competitors. Carahsoft's top three differentiating strengths include:

1. Sales & Marketing – Carahsoft provides innovative sales and marketing programs to each vendor we support. Carahsoft's dedicated proactive sales team focuses on lead generation, proactive inside sales, and provides responsive sales support. We work with vendors to develop a joint sales process based on the vendor go-to-market strategy and work to align the Carahsoft sales team with vendor and reseller teams.

Carahsoft's comprehensive marketing program is supported by a dedicated marketing team of 220+ reps. The marketing team plans and executes many informative events throughout the year to drive demandincluding but not limited to: webcasts, on-site events (Carahsoft hosted and third-party hosted), conferences and trade shows, email campaigns, social media campaigns, advertising and thought-leadership. Carahsoft invests in many marketing resources that we extend to our vendor teams to maximize marketing effectiveness and amplify the vendor's messaging.

2. Proven Execution – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. In our experience managing public sector aggregation programs on behalf of other industry leading vendors, Carahsoft has the operation excellence in place to free up vendor resources previously committed these tasks. We feel our model will allow Autodesk to "offload" some of these tasks on Carahsoft, knowing that we are fully committed and capable of servicing the partner eco-system.

- Carahsoft seamlessly generates quotes within 30 minutes or less
- Carahsoft has a team dedicated to renewals sales and a leadershipgroup to ensure that each team is working at an optimal level.

3. Knowledge of Government – The government market is complex and the intricacies offer the opportunity for an innovative model driven to best serve government customers and add value to the channel. Carahsoft has extensive knowledge and decades of expertise in understanding the public sector market, including:

- Unique budget and procurement cycles
- Specific contract requirements and set-asides
- Audits, regulations and compliance
- The value of Prime Contractors and Systems Integrators and how to work with them
- Competitive marketplace
- Security Clearances
- Collection of A/R requires expertise and focus

Carahsoft stays current with government requirements, trends and initiatives by attending and participating in many industry events. We also rely on the expertise of our industry consultants who are former government executives.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Not applicable.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;
b. is not owned or operated by anyone who has been convicted of a felony; or Version March 19, 2024
c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Not applicable.

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Carahsoft is leveraging our vast ecosystem of manufacturer, reseller, and services partners. Please see our attached corporate line card for an idea of the large partner network we can provide for this initiative.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Carahsoft holds many other contract vehicles with State and Local agencies. We are happy to offer these to any states where products and services will not be offered under the Master Agreement. Please see a full list of our contracts here: https://www.carahsoft.com/buy#state-local

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Carahsoft has a representative that manages our current Omnia contract. This same representative will help manage this contract, and will help ensure that all Participating Agencies will receive the Master Agreement pricing through any distributors or reseller partners. In addition, the contract pricing will be listed for all our in-house sales representatives to chose in our internal, custom built Customer Relationship Management Platform to ensure direct deals are properly priced according to the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Carahsoft would like to leverage our entire partner network, to ensure that all OMNIA Partners have the best coverage and options available on the market, no matter their need or location. Considering the constantly expanding nature of our current partner network of over 4,000 partners, Carahsoft is unable to list all potential partners at this time. Carahsoft will act as the main point of contact for any processing, handling or shipping of any products or services to the end user and can even provide direct contact information for our manufacturer or reseller partners to facilitate communication if needed.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Carahsoft is capable of shipping to any customer worldwide from our main headquarters in Reston, VA. As a North American distributor, 99% of hardware deliveries are made within the continent and mostly within continental US or US address abroad.

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Carahsoft has no sections we wish to withhold from the Omnia website.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Carahsoft can confirm we will have dedicated contract management and marketing personnel involved to determine strategies to advertise the new contract and determine the best ways to ensure our in house personnel, manufacturer partners and reseller partners can leverage the contract.

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Carahsoft will post a co-branded press release on our website, as well as a trade publication such as GlobeNewswire. Here is an example from a previous contract: https://www.globenewswire.com/news-release/2020/05/21/2037187/0/en/Carahsoft-Awarded-Educational-Software-Solutions-and-Services-Contract-through-OMNIA-Partners-Public-Sector.html

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Carahsoft posts all contracts and agreement details on our website at the following link: https://www.carahsoft.com/buy#omnia-partners-public-sector. Upon award, Carahsoft will add the relevant contract details to the website above.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Carahsoft's dedicated marketing team will edit current materials to add co-branded marketing on this contract to our proven end-user / customer initiatives such as the following:

- On-Site Events
- Webcasts
- Tradeshows
- Industry conferences
- Email Campaigns
- Digital and Print ads

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 4,850 public-sector marketing campaigns and events each year, including contract specific promotional activities such as national, state and local government and education shows. We would be more than happy to participate with OMNIA Partners at these trade shows, or additional trade shows that may be beneficial to promoting the Master Agreement.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Carahsoft can commit to attend the NIGP Annual Forum.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

As a prime government aggregator, Carahsoft is constantly utilizing marketing efforts to drive and identify new and upcoming business. We confirm that we will include this contract in our marketing efforts throughout the term of the Master Agreement through national and regional trade publications.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Carahsoft relishes the opportunity to promote our success stories to our current and future customers. We confirm that we will continue to make updated publications and materials throughout the contract term to promote the Master Agreement.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- *OMNIA Partners standard logo;*
- *Copy of original Request for Proposal;*
- *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- *Summary of Products and pricing;*
- *Marketing Materials*
- *Electronic link to OMNIA Partners' website including the online registration page;*
- *A dedicated toll-free number and email address for OMNIA Partners*

Carahsoft has a dedicated OMNIA contract page for our current contract here: https://www.carahsoft.com/buy/slg-contracts/all-states/omnia-partners-edu#resources. Upon award, we will add the details provided above for this current contract to our page. We are also more than happy to edit the information provided for our current contracts if necessary to meet the OMNIA partner's goals.

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Carahsoft holds a mulititude of contracts for the convenience of our Government customers. Each agency often requires different terms and conditions or contract vehicles and we work diligently to discuss the right option for each customer. Carahsoft has a database of information to determine the best contract to use for each agency, and vendor. Carahsoft will utilize this database when discussing options with our government customers, and recommend this contract for our SLED customers whenever possible.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Carahsoft agrees to provide its logo to OMNIA partners for reproduction in marketing communications and promotions. We will be sure to request permission when reproducing the OMNIA Partners logo in our own marketing communications and promotions.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

As discussed above, Carahsoft will actively direct sales to Public agencies nationwide through this contract. We will be sure to include the above bullets in our initiatives.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

Carahsoft will appoint a contract manager upon award who will instruct any sales personnel on the details listed above.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting

vi. Accounts Payable
vii. Contracts

The security and privacy of each of Carahsoft's employees are of the upmost importance to the company. Due to the sensitive nature of this information, Carahsoft respectfully declines to share names and contact information for specific employees at this stage. We would be more than happy to provide this information upon award or sample resumes upon down selection directly to the evaluation team where it will not be part of the public record.

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please see the attachment labelled "Carahsoft's Organization Chart". Due to our employee confidentiality and the public nature of procurement documents, Carahsoft respectfully declines to provide the contact information for our employees at this time.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our sales teams will be educated on the availability of this contract, and the relevant contract details so they can offer this contract as an option for our government customers to utilize when purchasing IT Solutions and Services.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

Carahsoft will appoint a dedicated Contract Manager who will help manage communications received from Participating Public Agency's requesting to account set up, and who will manage any contract administration requirements.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Carahsoft completed $16.4B in sales in 2023, however due to customer confidentiality Carahsoft is unable to provide total purchase numbers and contact information on documents subject to the public record.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Carahsoft Team is fully able to send and receive Delivery Orders, Order Status Reports, Post Order Reports, Administrative Handling Fees, and the like in any format that is most comfortable to our Government Customers. Carahsoft accepts orders via purchase order, credit card (phone or web), direct invoices, customer contracts and similar.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Carahsoft cannot guarantee a specific number of Contract Sales at this time.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Carahsoft will work with our Government customers to ensure we provide the best possible pricing for each individual deal and contract to ensure we are meeting and exceeding their needs.

ADDITIONAL REQUIRED DOCUMENTS

Carahsoft's W-9

Please see our W-9 below.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Carahsoft Technology Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11493 Sunset Hills Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Reston, VA 20190

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 2 - 2 1 8 9 6 9 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 1/2/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

New Jersey Business Registration Certificate

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CARAHSOFT TECHNOLOGY CORP
Trade Name:	
Address:	1860 MICHAEL FARADAY DR STE. 100 RESTON, VA 20190
Certificate Number:	1511213
Effective Date:	September 09, 2009
Date of Issuance:	February 04, 2019

For Office Use Only:

20190204164113764

Corporate Line Card

Please see our Corporate Line Card below.

carahsoft GOVERNMENT IT SOLUTIONS

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Federal, State and Local Government agencies and Education and Healthcare organizations. As the Master Government Aggregator® for our vendor and reseller partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more.

vmware®	VMware is the global leader in virtualization and cloud computing solutions from desktop to datacenter. All 15 cabinet level agencies, military services, numerous DoD agencies, and many other federal agencies rely on VMware to avoid IT infrastructure costs, ensure continuity of operations and provide secure endpoints.	888-6VMWARE 888-686-9273
aws	Amazon Web Services provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of businesses in 190 countries around the world. With data center locations in the U.S., Europe, Brazil, Singapore, Japan, and Australia, customers across all industries are taking advantage of the low-cost, agile, flexible, and secure solutions that AWS offers.	888-662-2724
Symantec. A Division of Broadcom	Symantec enables government agencies to have confidence in their IT infrastructure. Helping agencies protect and manage mission-critical information and interactions, Symantec delivers software and services that address risks to security, availability, compliance and performance.	877-GOV-SYMC 877-468-7962
paloalto® NETWORKS	Palo Alto Networks is the next-generation security company maintaining trust in the digital age by helping organizations prevent cyber breaches. Palo Alto Networks' security platform safely enables applications, users and content, empowering government agencies to securely and efficiently move their missions forward.	855-6NEXTGN 855-663-9846
VERITAS™	Veritas Technologies is the global leader in enterprise backup and data recovery solutions. Agencies and organizations rely on the Veritas Enterprise Data Services Platform to automate enterprise data protection, ensure 24/7 availability of mission-critical and citizen-facing applications, and provide the insights needed to comply with evolving data regulations.	866-837-4827
splunk>	Splunk Inc. is the market leader in analyzing machine data to deliver Operational Intelligence for security, IT and the business. Splunk® software provides the enterprise machine data fabric that drives digital transformation. More than 13,000 customers in over 110 countries use Splunk solutions in the cloud and on-premises.	855-3-SPLUNK 855-377-5865
Trellix	Trellix is a global company redefining the future of cybersecurity. Trellix's security experts, along with an extensive partner ecosystem, accelerate technology innovation through machine learning and automation to empower over 40,000 business and government customers.	855-462-2333
DELL Technologies	Dell is a leader in enabling government agencies to transform their operations and deliver IT as a service. Through innovative products and services, Dell accelerates the journey to cloud computing, helping IT departments store, manage, protect and analyze information in a more agile, trusted and cost-efficient way.	866-DELL-2-GO 866-335-5246
f5	F5 Networks helps government organizations create an agile IT infrastructure that aligns with mission-critical demands. With F5 solutions in place, organizations gain strategic points of control wherever information is exchanged, from client devices and the network to application servers, data storage and everything in between.	877-95-F5GOV 877-953-5468
Red Hat	Red Hat understands that government agencies demand performance, transparency and value—and that's exactly what Red Hat offers. As the standard for Linux in governments, Red Hat's cloud, virtualization, storage and platform solutions bring freedom, collaboration and the power of open source to all government agencies.	877-RHAT-GOV 877-742-8468
Adobe	Adobe revolutionizes how agencies engage with ideas and information, transforming and extending government services to provide a richer, more productive, and trusted experience with constituents, personnel, and the military. Adobe helps government deliver information to the edge – anytime, anywhere, and through any medium.	877-99ADOBE 877-992-3623
salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers spans nearly every industry worldwide.	877-SFDC-007 877-733-2007
Google Cloud	Google Cloud is a trusted technology leader who understands how to help agencies transition from legacy architectures and utilize their data to fuel true mission success. Google Cloud provides cloud-native infrastructure with layered security, machine learning and analytics at web-scale to rapidly innovate and advance agency goals.	844-55-GOOGL 844-554-6645
SAP®	SAP sets a new standard for innovation and performance in the public sector with integrated solutions that apply database technology, business analytics, applications, cloud computing and mobility to solve IT challenges. SAP brings intelligent ideas to the public sector that achieve mission-critical operations.	888-SAP-1GOV 888-727-1468
MICRO FOCUS®	Micro Focus Government Solutions supports the needs of the U.S. public sector. Micro Focus Government Solutions' agile and modern software helps solve mission-critical IT challenges. Micro Focus Government Solutions is a purpose-built, U.S. based company that is committed to helping public sector organizations' mission.	888-554-7468

11493 SUNSET HILLS ROAD, SUITE 100 | RESTON, VA 20190 | 888.662.2724 | SALES@CARAHSOFT.COM

© 2022 Carahsoft Technology Corp. Proprietary & Confidential

carahsoft

GOVERNMENT IT SOLUTIONS

COMPLEMENTARY SOLUTIONS

VMWARE	10iG Technology, Arista, ClearCube, HYCu, Hytrust, Imprivata, Ivanti, Lightbend, Liquidware, NCS, Nutanix, Puppet, Rubrik, Teradici
SPLUNK	AcAlvio, Corelight, Cynerio, Discovered Intelligence, Exiger, Expanse, Infinidat, PencilData, Qmulos, RedFactor, Rhondos, SMS 360, Syncsort, Vectra
SAP	Acsis, Adobe, Apex, Apigee, Ariba, BMC, ClockWork, Cloudera, Datawatch, Dassian, Dell Technologies, GB&Smith, GoSecure, Greenlight Technologies, LC, Micro Focus Government Solutions, NimbleStorage, NoteShark, NS2, NS2 Labs, Onapsis, PingIdentity, Precise, Progress, Red Hat, Resilient, SAP, SAP + Qualtrics, SAP Concur, SAP SuccessFactors, VMware, Volume Integration
SERVICENOW	3CLogic, Apptio, Bravium, Dtech Apps, MobiChord, Mobile Reach, NNT, Nuvolo, Pagerduty, Platcore, Stave, Uxstorm

SOLUTION VERTICALS

MULTICLOUD	Accela, Acquia, Adobe, Akamai, Alfresco, AWS, Anaplan, Anchore, Apptio, Aqua, Aviatrix, Axway, Backblaze, BlackBerry, Box, Brightcove, C3.ai, CIS, CloudBees, CloudBolt, CloudCheckr, Commvault, Confluent, DarkOwl, Databricks, Dell Technologies, Denodo, Digital.ai, DocuSign, Domino, Druva,Elastic, EDB, Exterro, Genesys, GitLab, Google Cloud, Granicus, greymatter.io, GroundWork, HashiCorp, Hootsuite, Jive, Kion, Kiteworks, LinkedIn,Lookout,MicroFocusGovernmentSolutions,Microsoft,MongoDB,Neustar,NewRelic,Nutanix,Okta,Orion,OSIsoft,Outsystems,Proofpoint, QTS, Qualtrics, Qualys, Rackspace, Red Hat , Salesforce, SAP NS2, Saviynt, Secureworks, ServiceNow, Slack, Smartsheet, Software AG, Sonatype, Splunk,SwiftStack,Symantec,Teradici,TerraPixel,ThreatConnect,Trellix,Trustwave,Twilio,Tyler,Virtru,Virtustream,VMware,VoyagerLabs,Zscaler
CYBERSECURITY	1Kosmos, Agari, Akamai, ALTR, Anchore, Anomali, Aqua, Aquera, Armis, Attivo Networks, AvePoint, Bastille, Bayshore Networks, BeyoundTrust, Blackberry, BlackBerry Cyclance, Blancco, Blinkly, Cellebrite, CertiPath, Cloud Cover, Cofense, Conceal, Contrast Security, Crowdstrike, CyberArk, Dataguise, DataLocker, Digital Guardian, Druva, Dtex, Eclypsium, Entrust, Exabeam, Exterro, F5, Fidelis, FlashPoint, Forcepoint, Forescout, ForgeRock, Fornetix, Fortinet, Forward, Gigamon, GlobalScape, GoSecure, HashiCorp, HID, iBoss, Identity Automation, Imperva, Information Security, Infoblox, Inspired eLearning, IronNet, Keeper, Kion, Kiteworks, Lookout, Material, MediGate, Micro Focus, Mosse Security, Netskope, Netwitness, Netwrix, Neustar, Nlyte, Nucleus Security, Okta, OSIsoft, PaloAlto Networks, Ping Identity, ProofPoint, Qualys, RackTop, Radiant Logic, RangeForce, Rapid7, Recorded Future, RiskSense, RSA, Sailpoint, Samsung, SANS, Saviynt, Secureworks, Securoix, SentinelOne, SkyBox Security, SolarWinds, Sonatype, Splunk, Symantec, Tanium, Tempered Networks, Tenable, Thales, ThreatConnect, ThreatLocker, ThreatQuotient, Trellix, Trend Micro, Trusona, Trustwave, Tufin, Venafi, Veracode, VMware, Waterfall, White Canyon, Zeva, Zimpeium, Zscaler
OPEN SOURCE	Acquia, Alfresco, Anchore, CloudBees, Cloudera, Cockroach Labs, Confluent, Databricks, Ekahau, Elastic, EDB, ForgeRock, GitLab, GroundWork, H2O.ai, HashiCorp, Hitachi, Liferay, Lucidworks, Liquibase, Mattermost, MongoDB, Neo4j, Red Hat, Red Hat 3scale API Management, Red Hat Advanced Cluster Management, Red Hat Ansible, Red Hat Application Services, Red Hat Ceph Storage, Red Hat CodeReady Studio, Red Hat CodeReady Workspaces, Red Hat Decision Manager, Red Hat Enterprise Linux, Red Hat Gluster Storage, Red Hat Hyperconverged Infrastructure, Red Hat Integration, Red Hat Insights, Red Hat Integration, Red Hat JBoss, Red Hat Mobile App Platform, Red Hat OpenShift Container Platform, Red Hat OpenShift Data Foundation, Red Hat OpenStack, Red Hat Process Automation Manager, Red Hat Quay, Red Hat Runtimes, Red Hat Satellite, Red Hat Smart Management, Red Hat Storage, Red Hat Virtualization, Sonatype, Tetrate, Zimbra
AI & MACHINE LEARNING	ABBYY, Adobe, AWS, Alteryx, Basis Technology, BlackBerry, C3.ai, CalypsoAI, Chooch.ai, ClarifAI, Cloudera, Collibra, CORAS, CornerstoneAI, CrowdAI, CrowdStrike, CVEDIA, Darktrace, Databricks, DataRobot, Deep Labs, Dell Technologies, Delphix, Deltek, Denodo, Domino, Eightfold. AI, Fortinet, Google, H2O.AI, Heavy.AI, HPE, Informatica, IronNet, Kinetica, Kofax, Labelbox, Liqid, Micro Focus Government Solutions, Microsoft Azure, Microway, Modzy, NNData, Nuance, Nutanix, NVIDIA, NVIDIA Networking, Ocient, piXlogic, Red Hat, Rescale, Run.ai, Salesforce, SAP, SAP NS2, Senzing, SFL Scientific, Snowflake, Sophos, Splunk, Tableau, Tensor Networks, Titan Technologies, Trellix, UiPath, Vast Data, Vectra, Veritone
MOBILITY & TELEWORK	10ZiG, BlackBerry, Blancco, Blue Cedar, ClearCube, Deep Instinct, HYCU, Isec, Liferay, Liquidware, Lookout, MongoDB, NowSecure, Nutanix, Red Hat, Slack, Splunk, Swyft, Teradici, VMware
5G SOLUTIONS	AWS, CalChip, CID, Ciena, Commscope Ruckus, CTS, Dell Technologies, F5, Infinera, Infovista, Intel, JMA Wireless, MantisNet, Nokia, Orion, PaloAlto Networks, Red Hat, SAP, Telia Carrier, VMware
CX & ENGAGEMENT	ABBYY, Accela, Acquia, Adobe, Akamai, Alfresco, Atlassian, Box, Conga, Copado, Decision Lens, Delphix, DocuSign, ForgeRock, Genesys, Google Cloud, Granicus, Hootsuite, Jumio, Liferay, LinkedIn, Microsoft, Mural, New Relic, Nintex, Nuance, Okta, Orion, Qualtrics XM, Red Hat, Salesforce, ServiceNow, Skedulo, Slack, Software AG, Sprinklr, Tableau, Talkdesk, Tyler Technologies, WalkMe, Yext, Zencity, Zoom
IN-Q-TEL SOLUTIONS	Anomali, Apigee, Apptio, ArchSight, Basis Technology, Boundless, Box, Bromium, Cellebrite, CipherCloud, Cloudant, Cloudera, Contrast, Cylance, Databricks, DataRobot, Delphix, Digital Reasoning, Domino, Endeca, Finch Computing, Frame, Fusion-IO, geoiQ, GitLab, Heavy.AI, Hytrust, Ike, Immersive Wisdom, Initiate, Kofax, LabelBox, Language Weaver, LILT, Local Motion, Lookout, Lucidworks, Magnet Forensics, Markforged, memSQL, MetaCarta, Micro Focus Government Solutions, Mocana, Mongo DB, MotionDSP, NarrativeScience, Nicira, NovoDynamics, Nozomi, Okta, Optiolabs, Orbital Insight, Orion, Palantir, Paxata, Phantom, Pindrop, piXlogic, Platfora, QuantiFind, Recorded Future, ReversingLabs, SDL, SitScape, SilverTail, Skytree, Socrata, Software Government Solutions, Sonatype, Tenable, Teradici, Terrago, Thetus Corp. Trellix, Veracode, Vintri
LAW ENFORCEMENT	Acadis, ADF Solutions, Adobe, Airgility, Airversity, Authentic8, AWS, Axon, BlackBerry, Blackswift, Blueforce Development, Cellebrite, Chainalysis, Commvault, Conceal, Darkowl, Dedrone, DigitalBlue, Elsight, Flashpoint, Ghost Robotics, Google Cloud, Gridless Power, Icaros, ikeGPS, Informatica, Inspired Flight, Juniper Unmanned, Lightsense, Magnet Forensics, Mark43, Measure, Mi-Case, Microsoft, Microsoft Surface, NTrepid, Nuance, NVIDIA, Okta, piXlogic, Qii.Ai, Recorded Future, Red Hat, Reveal, SAFR, Salesforce, SkyX, Software AG, Sonim, Tableau, TransUnion, Trimble, VELARY, Veritone, Vidizmo, Vintra, VIQ, Voyager Labs, Wickr
FEDRAMP SOLUTIONS	AchieveIt, Acquia, Adobe, Akamai, Apptio, Armis, Authentic8, AvePoint, AWS, Axon, BlackBerry, BMC, Boomi, Box, Broadcom, C3.ai, CloudCheckr, Cofense, Collibra, Contegix, Copado, CORAS, CoSo Cloud, CrowdStrike, CyberArk, Databricks,DataRobot, Decision Lens, Delinea, Digital.ai, DocuSign, Druva, Eightfold.ai, Elastic, Exterro, FM:Systems, Forcepoint, Genesys, Google Cloud, Granicus, HackerOne, Hootsuite, IBM, iBoss, Infoblox, Informatica, Ivanti, Keeper Security, Kiteworks, Lookout, Micro Focus Government Solutions, Microsoft, MongoDB, MuleSoft, Netskope, New Relic, Nintex, Nuance, Nutanix, Okta, Orock, OwnBackup, PaloAlto Network, Proofpoint, Qualtrics, Qualys, Quzara, Rackspace, Rescale, RSA, SailPoint, Salesforce, SAP NS2, Saviynt, ServiceNow, SkyHigh, Slack, SmartSheet, Snowflake, Software AG, Splunk, Sprinklr, Tanium, Tenable, Trellix, Trello, Tyler Technologies, UiPath, ValiMail, Veracode, Veritone, Virtru, Virtustream, VMware, Vyopta, Wickr, Zimperium, Zoom, Zscaler
GEOSPATIAL	Accela, AeroCloud, Airversity, AutoDesk, Ball, Bentley, Better GIS, Chooch AI, CompassCom, CompassData, Dedrone, Digital Map, e-PlanSoft, FM:Systems, GeoNorth, Google Maps, Icaros, ikeGPS, Intermap, MapBox, NearMap, Qii.AI, Spire, Terra Pixel, TomTom, Trimble, Vehicle Tracking Solutions, Velary
HEALTHCARE	Adobe, BeyoundTrust, BlackBerry, CA Technologies, Cloudera, Collibra, Databricks, Dell Technologies, F5, Fidelis Security, Forescout, Gigamon, Google Cloud, Granicus, Gridless Power, HPE, Imprivata, Infoblox, Ivanti, John Snow Labs, Kofax, Micro Focus Government Solutions, MuleSoft, NCS, New Relic, Nuance, Nutanix, Nuvolo, Okta, Orion, piXlogic, Red Hat, Salesforce, Samsung, SAP, SentinelOne, ServiceNow, Snowflake, Splunk, Symantec, Tableau, Trellix, Trend Micro, Veritas, VMware, Zscaler

CARAHSOFT CONTRACT VEHICLES

GSA SCHEDULE	47QSWA18D008F, GS-35F-0119Y
SEWP V	Group A Other Than Small: NNG15SC03B, Group D Other Than Small: NNG15SC27B
ESI BPA CONTRACTS	Adobe: N00104-09-A-ZF31, N00104-12-A-ZF31, NNX13AA89Z, HSHQDC-13-A-00039; CollabNet: HC1028-11-A-0100; Micro Focus Government Solutions: N00104-13-A-ZF46; Intel: W5P1J-15-D-0008; IronKey: HSTS05-12-A-MED002; Red Hat Linux: HC1028-14-A-0002; SAP: N00104-08-A-ZF43 ServiceNow: N00104-13-A-ZF47; Splunk: DE-IM0000789; Symantec: N00104-13-A-ZF45; VMware/Dell: W91QUZ-09-A-0003; ForeScout: #N66001-18-A-0005

11493 SUNSET HILLS ROAD, SUITE 100 | RESTON, VA 20190 | 888.662.2724 | SALES@CARAHSOFT.COM

© 2022 Carahsoft Technology Corp. Proprietary & Confidential

EEOAA Evidence – EEO Report

Please see our EEO Report below.

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

SECTION A – TYPE OF REPORT
SINGLE ESTABLISHMENT REPORT

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID	HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME

HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS	CITY/TOWN	STATE	ZIP CODE

SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
522189693

SECTION E – EMPLOYER FILING ELIGIBILITY
☒ **YES** (Employer Is Eligible to File) ☐ **NO** (Employer Is Not Eligible to File) ☐ **EMPLOYER NO LONGER IN BUSINESS**

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)
Unique Entity ID (UEI): DT8KJHZXVJH5

☒ **YES** (Single-Establishment Employer is Federal Contractor) ☐ **YES** (Multi-Establishment Employer is Federal Contractor)

☐ **YES** (Headquarters is Federal Contractor) ☐ **YES** (Non-Headquarters Establishment is Federal Contractor)

☐ **YES** (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION
513210 - Software Publishers

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	1	0	0	0	4
First/Mid-Level Officials and Managers	0	0	5	0	0	0	0	0	6	0	0	0	0	0	11
Professionals	26	60	141	3	20	0	0	12	417	17	59	2	0	30	787
Technicians	0	0	1	0	2	0	0	0	1	0	0	0	0	0	4
Sales Workers	102	76	872	113	54	3	4	50	883	47	32	5	5	60	2306
Administrative Support Workers	1	1	6	1	1	0	0	0	23	1	2	0	0	1	37
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2023 REPORTING YEAR TOTAL	129	137	1028	117	77	3	4	62	1330	65	94	7	5	91	3149
PRIOR 2022 REPORTING YEAR TOTAL	88	84	783	83	64	4	3	43	989	45	69	5	4	66	2330

SECTION I – WORKFORCE SNAPSHOT PERIOD
12/15/2023 - 12/31/2023

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)
Not Applicable

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) 2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)	EEOC Standard Form 100 (SF 100) Revised 08/2023 OMB Control Number: 3046-0049 Expiration Date: 11/30/2026

SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION

EMPLOYER IDENTIFICATION

OFS COMPANY ID	EMPLOYER NAME
DA57607	CARAHSOFT TECHNOLOGY CORPORATION

ADDRESS	CITY/TOWN	STATE	ZIP CODE
11493 Sunset Hills Road, SUITE 100	RESTON	VA	20190

CERTIFICATION COMMENTS (optional)

No Certification Comments Provided

CERTIFICATION STATEMENT

"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."

Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.

DATE OF CERTIFICATION

5/14/2024 11:16 AM [EST]

EMPLOYER'S CERTIFYING OFFICIAL

Name of Employer's Certifying Official	Title of Certifying Official
Robert Moore	Vice President
Email Address of Certifying Official	**Telephone Number of Certifying Official**
robert.moore@carahsoft.com	703-871-8504

PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING

Name of Primary POC	Title and Employer of Primary POC
Robert Moore	Vice President Carahsoft Technology Corporation
Email Address of Primary POC	**Telephone Number of Primary POC**
robert.moore@carahsoft.com	703-871-8504

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☑

OR

Certificate of <u>Non-Compliance</u> with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror's Name: Carahsoft Technology Corporation
Address, City, State, and Zip Code: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Phone Number: 703-871-8500
Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative: Jennifer Kanach, Secretary
Email Address: Jennifer.Kanach@carahsoft.com
Signature of Authorized Representative: Jennifer Kanach
Date: 06/05/24

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES JK Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address:
Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: Jennifer Kanach Date: 06/05/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict 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 these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to 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 these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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 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.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.
339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract,

loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September

24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or

loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating

Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

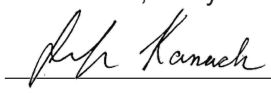
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Jennifer Kanach, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jennifer Kanach, Secretary

Name and Title of Contractor's Authorized Official

06/05/24

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Carahsoft Technology Corporation

Address, City, State, and Zip Code:
11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Phone Number: 703-871-8500 Fax Number: 703-871-8505

Printed Name and Title of Authorized Representative:
Jennifer Kanach, Secretary

Email Address: Jennifer.Kanach@carahsoft.com

Signature of Authorized Representative: Jennifer Kanach

Date: 06/05/24

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Carahsoft Technology Corporation

Organization Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig P. Abod	612 Innsbruck Avn, Great Falls, VA 22066-2631

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Jennifer Kanach	Title:	Secretary
Signature:	Jennifer Kanach	Date:	06/11/24

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss: Fairfax, VA

I, Jennifer Kanach (name of affiant) residing in Reston (name of municipality)
in the County of Fairfax and State of Virginia of full age,
being duly sworn according to law on my oath depose and say that:

I am Secretary (title or position) of the firm of Carahsoft Technology Corp (name of firm)

_____ the bidder making this Proposal for the bid

entitled Software Solutions and Services (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Carahsoft.

Subscribed and sworn to Coley Smith
before me this day

Jennifer Kanach
Signature

June 11, 2024

Jennifer Kanach
(Type or print name of affiant under signature)

Virginia
Notary public of

My Commission expires 10/31/26

(Seal)

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Version March 19, 2024

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Carahsoft Technology Corporation

Street: 11493 Sunset Hills Road, Suite 100

City, State, Zip Code: Reston, VA, 20190

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

06/11/24
Date

, Secretary
Authorized Signature and Title

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Carahsoft Technology Corporation		
Address:	11493 Sunset Hills Road, Suite 100		
City:	Reston	State: VA	Zip: 20190

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Jennifer Kanach	Secretary
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

R

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Craig P. Abod Home Address: 612 Innsbruck Avn, Great Falls, VA 22066-2631	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11 day of June, 2024.

(Notary Public) Coley A Smith

My Commission expires: 10/31/26

Coley A Smith
Commonwealth of Virginia
Notary Public
Commission No. 7980965
My Commission Expires 10/31/2026

Jennifer Kanach

(Affiant)

Jennifer Kanach, Secretary

(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

_____

_____

Duration of Engagement _____
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/11/24
Date

Jennifer Kanach, Secretary
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(●) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Jennifer Kanach, Secretary	FEIN: 52-2189693
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Carahsoft Technology Corp	703-871-8500
Vendor's Name	Vendor's Phone Number
11493 Sunset Hills Road, Suite 100	703-871-8505
Vendor's Address (Street Address)	Vendor's Fax Number
Reston, VA 20190	Sales@carahsoft.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

Please see Carahsoft's New Jersey Business Regristration Certificate under our main RFP response in the "Products and Pricing" section in the portal.

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Jennifer Kanach Title: Secretary

Signature: Jennifer Kanach Date: 06/11/24

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: #24 - 03 Software Solutions and Services

VENDOR NAME: Carahsoft Technology Corporation

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

06/11/24
Date

Jennifer Kanach
Print Name and Title

COOPERATIVE PURCHASE CONTRACT
Contract No. 2025-247

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2025 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and **Carahsoft Technology Corporation,** a **Virginia S Corporation** ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of **Asset Management/Work Order Software and Related Services;**

B. **Region 4 Education Service Center** conducted a competitive and open procurement process through Request for Proposal **24-03** that resulted in Contract No. **R240303** with Contractor ("Agency Contract"); and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Price Quotation attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Asset Management/Work Order Software and Related Services

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Price Quotation attached as *Exhibit A* and incorporated by reference.

3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services. If any term or condition of the Agency Contract conflicts with a term or condition of this Contract, term or condition of this Contract will control.

4. Payment:

   4.1 Payment to Contractor for the materials and/or services shall not exceed **one hundred two thousand forty-four dollars and seven cents ($102,044.07);** made in accordance with the Price Quotation and terms set forth in the Agency Contract.

   4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than $100,000; otherwise, City Council approval is required.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: Upon execution by the Parties, this Cooperative Purchase Contract shall commence on July 31, 2025, and terminate on July 30, 2026, unless terminated sooner pursuant to the terms in the Agency Contract.

7. Choice of Law; Venue: The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Coconino County.

8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Bayley Chotena
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Bayley.chotena@flagstaffaz.gov

To Contractor:
Heather Castellanos
Carahsoft Technology Corp
11493 Sunset Hills Rd. – Suite 100
Reston, Virginia 20190
571-662-3750

With a copy to:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

(Remainder of Page Intentionally Blank)

9. 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.

CARAHSOFT TECHNOLOGY CORP:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated January 6, 2025

EXHIBIT A
SCOPE OF WORK
(attached)

1. Price Quotation – Carahsoft – two (2) pages, dated March 3rd, 2025

EXHIBIT B
AGENCY CONTRACT
(attached)

1. #R240303 Region 4 Education Service Center and Carahsoft Agency Contract – one hundred twenty-four (124) pages, dated January 1st, 2025
2. Carahsoft Pricing – twenty eight (28) pages, dated June 6th, 2025

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
[S] Cube	2.00%
1 Kosmos, Inc.	2.00%
10Forward Advisors, LLC dba SockPuppet	2.00%
10Zig Products	2.00%
11:11 Systems, Inc.	2.00%
1440 LLC	2.00%
1E, Inc.	2.00%
1nteger, LLC dba Kharon	2.00%
2CRSI Corporation	2.00%
3CLogic	0.50%
460 TECH, LLC dba BEINCOURT	2.00%
4iQ Inc.	2.00%
4M Analytics, Inc.	2.00%
7SIGNAL	0.50%
A&I Solutions, Inc.	2.00%
Aavenir, Inc.	2.00%
Abacode, Inc.	2.00%
Abbyy	3.00%
Abine Inc. dba DeleteMe	2.00%
Abnormal Security Corporation	2.00%
Absolute Software, Inc.	2.00%
Acalvio Technologies	2.00%
Accela	2.00%
Accrete, Inc.	2.00%
AchieveIt Online, LLC.	0.50%
Aclima, Inc.	2.00%
Aconex	3.00%
Acquia	2.38%
Acronis	1.50%
Actelis Networks, Inc.	2.00%
Actiance	2.00%
Active Crisis Consulting LLC	2.00%
Activefence Inc.	2.00%
Actsoft, Inc.	2.00%
Adaptive Security	2.00%
Adaptus LLC	1.00%
Addy Systems, LLC, dba as TimeTap	2.00%
ADF Solutions	0.50%
Adobe	2.00%
Advologix	0.50%
AECOM Technical Services, Inc.	2.00%
AeroCloud System	2.00%
Aerospike, Inc.	2.00%
AG1, Inc. dba AgileBlue Security	2.00%
Agilebits, Inc. dba 1Password	2.00%
AgileCraft	2.00%
AIComply, LLC	2.00%
AINS, LLC dba Opexus	2.00%
Air Xeo Inc.	2.00%
Aireon, LLC	2.00%
Airgility, Inc.	2.00%
Airlock Digital Pty Ltd.	2.00%
Airspace Link, Inc.	2.00%
Airversity, Inc.	0.50%
AirWorks Solutions, Inc.	2.00%
Aisera, Inc.	2.00%
Akamai	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Akatia Technologies Inc.	2.00%
Akitabox	1.00%
Alchemy CyberDefence, Inc.	2.00%
Alert Logic Maintenance	3.00%
Alert Logic Products	3.00%
Alert Logic Professional Services	3.00%
AlertEnterprice, Inc.	2.00%
Alfresco	2.29%
Allegro Artificial Intelligence Ltd.	2.00%
Alli Connect, Inc.	2.00%
Alltius, Inc.	2.00%
Alorica	0.50%
Altair Engineering, Inc.	2.00%
Altana Technologies, Inc.	2.00%
Alteryx	2.00%
Altia Intel Inc	2.00%
ALTR Solutions Inc.	0.50%
Amazon Web Services	0.00%
American Platform Services, LLC dba TheRecordXchange	2.00%
American Prison Data Systems, PBC dba APDS	2.00%
American Prison Data Systems, PBC dba Orijin	2.00%
AMIICUSS, LLC.	2.00%
Anaplan	1.00%
Andrews Consulting Group Inc. (ACG)	3.44%
ANELLO Photonics, Inc.	2.00%
Animate Cyber, Inc.	2.00%
Anjuna Security, Inc.	3.00%
Annese	2.00%
Apace Systems Corporation	2.00%
Apex Analytix, LLC	2.00%
Apex IT	2.00%
APIsec.ai, Inc.	2.00%
Apollo Information Systems Corp.	2.00%
APOS	1.25%
Appbus Inc.	2.00%
Apperian	1.30%
AppFrontier, LLC	2.00%
Appgate	0.50%
Appian Corporation	2.00%
Application Perfection	1.32%
Applied Business Software	2.00%
Applied Driving Americas LLC	2.00%
Applied Insight, LLC	2.00%
AppOmni, Inc.	2.00%
Apporto Corporation	2.00%
Apposite Technologies, LLC	2.00%
AppSec	8.83%
AppSense	2.00%
Apptio	1.00%
Aprika Business Solutions Pty Ltd	2.00%
APS Global, LLC	2.00%
Arbola	1.00%
Arcadus, LLC	2.00%
Archer Technologies, LLC	2.00%
Archive360	0.50%
Arcos	1.00%
Arctera US LLC	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Arctic Wolf Networks	0.50%
Arctop, Inc.	2.00%
Arete Advisors LLC.	2.00%
ARInspect, INC.	2.00%
Arista Networks	2.00%
Armada Systems, Inc.	2.00%
Armis, Inc.	5.00%
Armored Things, Inc.	2.00%
ArmorPoint, LLC	2.00%
ArmorText	0.50%
Arqit Quantum, Inc.	2.00%
Arria NLG	0.50%
Asana, Inc.	2.00%
Ascendant Strategy Management Group, LLC dba ClearPoint Strategy	2.00%
ASG Technologies	2.00%
ASR Analytics	0.50%
Assima	2.00%
Assured Data Protection, Inc.	2.00%
Astera Software	2.00%
Atlassian	2.00%
At-Scene, LLC dba iCrimeFighter	2.00%
Attestiv	0.50%
ATX Capital Partners, LLC dba ATX Defense	2.00%
Audible Sight, Inc.	2.00%
AudioCodes Inc.	2.00%
Augmented Intelligence Technologies, Inc., dba Augintel	2.00%
Aura Alliance, Inc.	2.00%
Aurigo Software Technologies, Inc.	2.00%
Autodesk	2.00%
Automaton Marketing, Inc. DBA Stack Moxie	2.00%
Automize A/S	2.00%
Automox, Inc.	0.50%
AutoRABIT	2.00%
Autura	2.00%
Avaap USA, LLC.	2.00%
Avecto	2.00%
Avela, Inc.	2.00%
Avenu Insights & Analytics, LLC	2.00%
AvePoint Public Sector Inc.	5.35%
Avepoint Services	3.00%
Avid Technology, Inc.	2.00%
Avisare Corp.	2.00%
Aviz Networks, Inc.	2.00%
Avocette	2.00%
Avoka	2.57%
Avolution	0.50%
Avue	2.00%
Axonius Federal Systems LLC	2.00%
Axonius, Inc.	2.00%
Axsy Marketing (UK) Ltd	2.00%
Ayasdi, Inc.	2.00%
Babel Street, Inc.	2.00%
Backblaze, Inc.	0.50%
Backing Fire, LLC	2.00%
BackOffice Associates LLC	1.02%
Bad Elf, LLC	2.00%
BAI, Inc. dba Gold Comet	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Battle Road Digital, Inc.	2.00%
Bayshore Networks	0.50%
Beaufort 12 Ltd	2.00%
Beezy Inc.	0.50%
BEINCOURT	0.50%
Benevate, Inc. dba Neighborly Software	2.00%
Bentley	2.00%
BetterUp	0.50%
Beyond Identity, Inc.	2.00%
BeyondID, Inc.	2.00%
BeyondTrust Corporation	2.00%
Big Compass	2.00%
BigID	0.50%
BigPanda, Inc.	2.00%
Binoloop, Inc.	2.00%
Binti, Inc.	2.00%
Bitwarden	2.37%
Black Swift Technologies, LLC	0.50%
Blackberry	2.00%
BlackDuck	2.99%
BlackFog, Inc.	2.00%
Blackshark.ai GmbH	2.00%
BlackSky Holdings, Inc.	2.00%
Blackthorn.io, Inc.	0.50%
Blackwire Labs, LLC	2.00%
Blaize, Inc.	2.00%
Blancco	2.00%
Blitz Permits, Inc.	2.00%
Blocksi, Inc.	2.00%
BlocPower, LLC.	2.00%
Bloom Technologies	2.00%
Blue Fusion Technologies	2.00%
Blueforce Development Corp.	0.50%
Bluesource	5.00%
BlueVoyant Government Solutions	2.00%
Blyncsy, Inc.	2.00%
BMC Software	2.00%
Bocada, LLC	2.00%
Bodo, Inc.	2.00%
Boeing	1.02%
Bonfire	0.50%
Booker25 B.V. dba GoMeddo	2.00%
Boomi	1.00%
Booz Allen Hamilton Inc.	2.00%
BotCopy, Inc.	2.00%
Boulder Insight, LLC	2.00%
Boundless	5.00%
Box, Inc.	2.00%
BoxTone	3.69%
Boxx Technologies, LLC	2.00%
Bravium Consulting Inc.	0.50%
Brazen Technologies, Inc.	2.00%
Bright Pattern Inc.	0.50%
Broadcom, Inc.	2.00%
Bromium	0.75%
Bucher + Suter, Inc.	2.00%
Bugcrowd, Inc.	0.50%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Buoyant, Inc.	2.00%
BYOS USA, Inc	2.00%
C2 Labs	0.50%
C3.ai, Inc.	2.00%
CA Technologies	2.00%
CafeX Communications, Inc.	2.00%
CAFM Resources	4.54%
Call Center Optimization Group, LLC dba Call Center Power	2.00%
CallTower, Inc	2.00%
Calypso AI Corp.	0.50%
Can/Am Technologies, Inc.	2.00%
Canda Solutions	23.18%
Canto, Inc.	2.00%
Capsule Tech Inc.	0.01%
Carahsoft	0.50%
Carbyne, Inc.	2.00%
CareAR	0.50%
CareerBuilder	2.00%
Carnegie Speech Company	2.33%
Carpathia	8.47%
CartoDB Inc., dba CARTO	2.00%
Cascade Strategy	2.00%
Case Commons	2.00%
Casebook PBC	3.50%
Casepoint LLC	2.00%
Catalogic Software, Inc.	2.00%
Cayosoft Inc.	2.00%
Cellebrite	1.00%
Celonis Inc.	2.00%
CelWell Services	1.50%
Censys, Inc	2.00%
Center for Internet Security (CIS)	3.00%
Center for Trauma Informed Practices, Inc. dba CTIP	2.00%
Centrifuge Systems	2.11%
Centripetal Networks	2.00%
CEPTES Software Pvt Ltd	0.50%
Certes Network	2.00%
Certificial, Inc.	2.00%
Certipath	1.00%
CGI	0.01%
Chainalysis	1.10%
Chainbridge Solutions, Inc.	2.00%
Chainguard, Inc.	2.00%
Change and Innovation Agency, LLC.	2.00%
ChargePoint, Inc.	0.50%
Check Point Software Technologies Ltd.	2.00%
Chiliad Inc.	1.02%
Chilldyne, Inc.	2.00%
Chooch Intelligence Technologies Co.	0.50%
Chorus Intelligence, Inc.	2.00%
Chronus, LLC	2.00%
Cicer One	0.50%
Cideon	2.99%
Ciena	2.00%
Cimcor, Inc.	2.00%
Cipher Cloud	0.01%
Circle Systems, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
CIS	13.00%
Cision US Inc.	2.00%
Citian, Inc.	2.00%
Citibot	0.50%
City Detect, Inc.	2.00%
City Innovate, Inc.	2.00%
CityBase	2.00%
Cityzen Solutions, Inc. dba PublicInput	2.00%
Civia Inc. dba GovAI	2.00%
Civic Review, Inc.	2.00%
Clarifai, Inc.	0.50%
Clariti	0.50%
Class Technologies, Inc	2.00%
Clear Skye	0.50%
ClearCube	0.50%
ClearInsight Solutions	2.00%
Clearspeed, Inc.	2.00%
ClearStory Data	2.00%
Cleversafe	2.00%
Click Armor Corporation	2.00%
Climatec, LLC	2.00%
Clockwork-Solutions	8.07%
Cloud Academy Inc.	0.50%
Cloud Services	5.00%
Cloud Software Group Federal, Inc.	2.00%
Cloud SynApps	2.00%
Cloud Warriors Government LLC	2.00%
CloudAI Technologies	2.00%
CloudBees, Inc.	2.00%
CloudBolt	2.00%
Cloudburst Technologies, Inc.	2.00%
CloudCheckr	0.50%
CloudCover	0.50%
Cloudera	3.70%
Cloudfit Software, LLC	2.00%
Cloudframe, Inc.	2.00%
Cloudian, Inc.	2.00%
CloudPareto, LLC. dba Bidscale	2.00%
CloudSaver	0.50%
Cloudtamer.io	0.50%
Coalfire	1.00%
Code42	0.50%
CodeLathe Technologies Inc. DBA FileCloud	2.00%
CodeLock, Inc.	2.00%
Codescience, Inc.	2.00%
CodeSecure, Inc.	2.00%
CoEnterprise, LLC	2.00%
Cofense, Inc.	0.50%
CogAbility, Inc.	2.00%
Cohesity, Inc.	2.00%
CollabraLink Technologies, Inc, dba Groundswell	2.00%
Collabware Systems, Inc.	2.00%
Collective Data, Inc.	2.00%
Collibra	0.75%
CommunityCX	2.00%
Commvault Systems, Inc.	0.50%
Compart North America, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
ComplianceQuest	0.50%
Composite Software	0.01%
Computable Insights LLC	0.01%
ComScore	3.03%
ConductorAI Corporation	2.00%
Condusiv	8.75%
Conga	2.00%
Content Square, Inc.	2.00%
ContraForceGroup, Inc	0.50%
Contrast Security	0.50%
Control Plane Corporation	2.00%
Copado	0.50%
Copperleaf Technologies, Inc	2.00%
Coram AI	2.00%
CORASCloud, Inc.	0.50%
Core Security	2.00%
Corelight, Inc.	2.00%
Corellium, Inc.	2.00%
CoreLogic, Inc.	2.00%
CoreView USA, Inc.	0.50%
CornerstoneAI Audits, Inc.	0.50%
Corporate Reimbursement Services Inc.	3.03%
CoSo Cloud, LLC	2.00%
CostControl USA, LLC	2.00%
CounterCraft Security, Inc.	2.00%
Coupa	2.00%
Coursera, Inc.	2.00%
Cranium AI, Inc.	2.00%
CrashPlan Group, LLC	2.00%
Crave.io Inc.	2.00%
Crawford Technologies, Inc.	2.00%
Crayon Software Experts, LLC.	0.50%
Credo.AI Corp	2.00%
Cribl, Inc	0.50%
Critical Start	0.50%
Cronos Consulting Group	0.50%
CrowdAI	0.50%
Crowdstrike, Inc	5.00%
Crypto Asset Technology Labs, Inc.	2.00%
Crypto4A Technologies, Inc.	2.00%
Cubic Digital Intelligence	2.90%
Current Technologies Computer Learning Center, Inc.	2.00%
Currier, McCabe and Associates, Inc. dba CMA Consulting	2.00%
Custom Computer Specialists, LLC.	2.00%
CustomerTimes Corp.	2.00%
CVENT	0.50%
CyanGate	2.00%
Cyara Inc.	0.50%
Cyber Crucible, Inc.	2.00%
Cyber-Ark	18.55%
Cyberbit, Inc.	2.00%
CyberFOX, LLC	2.00%
CyberMaxx, LLC	2.00%
CyberReef	2.00%
CyberSecOp, LLC	2.00%
Cybersixgill	0.50%
Cybersoft	3.06%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Cyberspatial, Inc.	2.00%
Cybrary, Inc	2.00%
CyclePlot Ltd	2.00%
CyCognito Inc.	0.50%
Cyderes Group LLC	2.00%
Cyera US, Inc.	2.00%
CYFIRMA, Inc.	2.00%
CyGlass Technology Services, Inc.	2.00%
Cylance	1.00%
Cynerio Inc.	2.00%
Cynet	8.00%
Cypher LLC	2.00%
Cytellix Corporation	2.00%
Cyware Labs, Inc.	2.00%
D2L	2.00%
D2L Ltd	2.00%
DADoES, Inc. DBA Rendered.ai	2.00%
DailyPay, Inc.	2.00%
Dantex Group, Inc.	2.00%
Danti.AI, Inc	2.00%
Daric Holdings Inc.	0.50%
DarkOwl, LLC	2.00%
Darkweb IQ, Inc.	2.00%
Darzin Softare Pty Ltd	0.50%
Data Chant Consulting, LLC	2.00%
Data Direct Networks	2.00%
data.world, Inc.	2.00%
DataBee (Comcast Technology Solutions)	2.00%
Datadog, Inc.	2.00%
DataDrive, LLC	2.00%
Dataguise	0.00%
Dataiku, Inc.	2.00%
Datalogz, Inc.	2.00%
DataMasque Ltd.	2.00%
Datameer	2.33%
Dataminr, Inc.	2.00%
DatAnchor	0.50%
Datanova Scientific LLC	2.00%
Datapipe	0.50%
DataRobot, Inc.	2.00%
DataShapes, Inc.	2.00%
DataSnipper Inc.	2.00%
DataWalk, Inc.	2.00%
Datawatch	0.01%
Decision Lens	0.50%
Deep Instinct	2.00%
Deep Labs, Inc.	2.00%
Deep Media, Inc.	2.00%
DeepSeas, LLC.	2.00%
Deepwatch, Inc.	2.54%
Defend3D	2.00%
Definitive Business Solutions, Inc.	2.00%
Deighton Associates Ltd	2.00%
Delinea	1.00%
Dell	1.50%
Delphix	2.00%
Denodo Technologies	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Deque Systems, Inc.	2.00%
Detego Cyber & Digital Solutions, LLC	2.00%
Dice Career Solutions, Inc. dba ClearanceJobs	7.00%
DigEplan	0.50%
Digital Asset Redemption, LLC	2.00%
Digital Era	0.50%
Digital Guardian	2.00%
Digital Map	1.00%
Digital Realty	3.01%
Digital Reasoning	3.44%
DigitalBlue Software	2.00%
DigitalXForce Corporation	2.00%
DigitSec, Inc.	2.00%
Diligent Corporation	2.00%
Disaster Technologies, Inc.	2.00%
Discover Technologies LLC	0.50%
Discovered Intelligence, Inc.	2.00%
Do Process, LLC	2.00%
Docebo NA, Inc.	2.00%
Doctums Global, LLC	2.00%
DocuSign	0.00%
Domino Data Lab, Inc.	2.00%
Domo, Inc.	2.00%
Dorger Software Architects, Inc.	2.00%
Draganfly, Inc.	2.00%
Dragos, Inc.	2.00%
Dreamfactory	3.43%
Dremio Corporatio	2.00%
DrupalEasy	2.00%
Druva, Inc.	2.00%
DryvIQ, Inc.	2.00%
DTEN	0.50%
Dtex Systems, Inc.	5.00%
Duality Technologies, Inc.	2.00%
Dun & Bradstreet	0.50%
D-Wave Government, Inc.	2.00%
Dynamite Disc Jockey's Inc., dba DFX	2.00%
DynamoFL, Inc.	2.00%
Early Birds Marketplace Pty Ltd	2.00%
Earthling Security	0.01%
Easyvista	2.00%
eCare Vault, Inc.	2.00%
ECCO Select Corporation	2.00%
EchoMark, Inc.	2.00%
eCivis	1.00%
Eclypsium, Inc.	2.00%
EcoInteractive, Inc.	2.00%
Economic Modeling, LLC dba Lightcast	2.00%
Edbrix Inc.	0.50%
EdgeRunner AI, Inc.	2.00%
Edgesoft, Inc. dba Saira Solutions	2.00%
Edoc Technologies, Inc.	2.00%
EdPower	1.00%
Edquity, Inc. dba Beam	2.00%
Education Analytics, Inc.	2.00%
Eduworks Corporation	2.00%
Effyis, Inc. dba Socialgist	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
eGain Corporation	2.00%
EGIS Systems, LLC dba Fortified Health Security	2.00%
eHawk Solutions, Inc.	2.00%
Eightfold AI, Inc	2.00%
Ekahau	2.00%
Ekata	2.00%
Elastic	1.00%
ElectrifAi	0.50%
Element34 Solutions U.S., Inc.	2.00%
Element451, Inc.	2.00%
Elisity, Inc.	2.00%
Elixir Lab USA Inc. dba Cardinality.ai	2.00%
Elliptic, Inc.	2.00%
Ellucian Company L.P.	2.00%
EM1 Technologies, LLC	2.00%
e-Magic, Inc.	2.00%
EMC	2.00%
Emergency Visions	2.33%
Endeca	2.00%
Enhanced Voting	2.00%
Enterprise DB	2.00%
Enterprise Elements Inc.	4.54%
Entrust Corporation	2.00%
Envisage Technologies, LLC dba Vector Solutions	2.00%
Envisio Solutions, Inc.	2.00%
Epik Solutions	0.50%
E-Plansoft	3.00%
Equinix Security LLC	2.00%
eScribe Software Ltd. Dba OnBoard	2.00%
e-Share	0.50%
eSignifi	0.50%
Esper Regulatory Technologies, Inc.	2.00%
EVAN360 LLC	0.50%
Everbridge, Inc.	2.00%
Everlaw, Inc.	2.00%
EVGA	2.00%
EvidenceIQ	2.00%
eVisit, Inc.	2.00%
Evisort, Inc.	2.00%
EvolveWare, Inc.	2.00%
Exabeam	1.00%
Exafunction, Inc. dba Codeium	2.00%
Excalibur Data Systems, Inc.	2.00%
Exclaimer Limited	2.00%
Experian	0.74%
Exterro	3.00%
ExtraHop	3.00%
Exxact Corporation	2.00%
Exyn Technologies	2.00%
F5 Networks	2.00%
Fabricated Software, Inc.	2.00%
Face US, Inc. dba Pulsar US	2.00%
Fast Lane Consulting and Education Services, Inc.	2.00%
Fend Incorporated	2.00%
Fenix Insight Ltd	2.00%
FenixPyre, Inc.	2.00%
FI Consulting, Inc	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Fiddler Labs, Inc.	2.00%
Fidelis Cybersecurity, Inc.	2.00%
Figma, Inc.	2.00%
FileTrail	0.50%
Filigran SAS	2.00%
Fitbit, LLC	2.00%
Five9	0.50%
Fivetran Inc.	2.00%
Flashpoint	0.50%
Flexera	1.50%
Flipnode LLC dba Yodeck	2.00%
Flo Artificial Intelligence dba Flow Labs	2.00%
Flosum	0.50%
Fluence Technologies USA, Inc.	2.00%
Fluid Mobility Inc.	2.00%
FM:Systems Group LLC	0.50%
FogHorn Systems	0.50%
ForceBrain.com Inc. dba SUMO Scheduler	2.00%
ForceMetrics, Inc.	2.00%
Forcepoint	0.50%
ForeScout	2.00%
Forgerock	2.50%
FormAssembly	2.00%
FormStack	0.50%
Fornetix	2.00%
Fortanix, Inc.	2.00%
Fortinet	2.00%
Fortra, LLC	2.00%
Fortress Government Solutions, LLC	2.00%
Forum Systems, Inc.	2.00%
Forward Networks, Inc.	0.50%
Frameable, Inc.	2.00%
Freshworks, Inc.	2.00%
Fulcrum	2.00%
Fusion Health	0.50%
Fusion Risk Management	0.50%
FutureFit AI Corporation	2.00%
G2K Labs, Inc.	2.00%
G7 Security Services, LLC	2.00%
Gallus Communications LLC dba TASSTA Americas	2.00%
Garland Technology, LLC	3.00%
GCOM Software, LLC.	5.00%
Gemba Software Solutions dba ProcedureFlow	2.00%
Genesys	1.26%
Geofeedia	1.00%
Geollect	0.50%
Geonorth	0.50%
Geosite	0.50%
GeoSolutions USA Corp.	2.00%
Geospark Analytics dba Seerist Federal	2.00%
Geotab, Inc.	2.00%
German Software dba GermainUX	2.00%
Gigamon	4.00%
Gigantor Technologies Inc.	0.50%
Gimmal	3.00%
GitLab, Inc.	2.00%
GL Suite, Inc	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Glasswall Solutions Limited	2.00%
Glean Technologies, Inc.	2.00%
Globalscape	3.19%
Go Evo, Inc.	2.00%
GoApron, Inc.	2.00%
Goldcast, Inc.	2.00%
Golden	0.50%
Golden Recursion Inc.	8.00%
Goldfinger Holdings	0.50%
GoodMaps, Inc.	0.50%
Google	1.00%
GoSecure, Inc.	2.00%
Gov Grants	2.00%
Gov2biz Inc.	2.00%
Gov2biz, Inc.	2.00%
Governmentjobs.com, Inc dba NeoGov	2.00%
GovInvest, Inc.	2.00%
GovWell Technologies, Inc.	2.00%
Grafbase, Inc.	2.00%
Graid Technology	2.00%
Grammarly, Inc.	2.00%
Granicus	2.00%
GraphIQ, Inc.	2.00%
Gravel Road Data Labs, LLC.	0.50%
GRAX, Inc.	2.00%
Gray Wolf Analytics Inc. dba Gray Wolf AI	2.00%
GreatNonProfits D.B.A CommunityConnect Labs	2.00%
GreenAppy	0.75%
Greenlight Group	2.99%
Greymatter.io	0.50%
GreyNoise Intelligence, Inc.	0.50%
Greystones Consulting Group, dBA Greystones Group	2.00%
Gridless	2.00%
Groq, Inc.	2.00%
Groundswell Productivity Solutions, LLC dba ZenCase	2.00%
GroundWork	2.00%
Groupdolists	0.50%
GTY Technology Holdings, Inc.	2.00%
Guardian Score, LLC	2.00%
Gyrus Systems	2.00%
H2O.ai, Inc.	0.50%
Hack The Box Ltd	2.00%
HackEDU, Inc., dba Security Journey	2.00%
HackerOne, Inc.	2.00%
Haevek, Inc.	2.00%
Halcyon Tech, Inc.	2.00%
Hale International Recruitment US, LLC	2.00%
Harpoon Corp	2.00%
Harvest Tech Labs BV	2.00%
HashiCorp	1.20%
Haystax	0.75%
Hazel AI Technologies, Inc.	2.00%
HCL	1.20%
HCL Technologies Ltd.	2.00%
HCLTech Public Sector Solutions, Inc.	2.00%
Headlight Technologies, Inc.	2.00%
Heimdall Data LLC	0.50%
Hello Lamp Post ltd	2.00%
Help Scout PBC	2.00%
Hexagon Geospatial	0.50%
Hexalytics, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
HHS Technology Group, LLC	2.00%
Hike2	2.00%
HIPAA Vault	2.00%
Hitachi Vantara	2.00%
HiveMQ, Inc.	2.00%
HKA Tech, LLC	2.00%
Holonic Technologies, Inc.	0.50%
Hootsuite, Inc.	2.00%
Horizon3.ai	0.50%
HoundDog.ai, Inc.	2.00%
HPE	3.00%
HRTMS, Inc. dba JDXpert	2.00%
HS GovTech	2.00%
HSO	0.50%
Human Security, Inc.	2.00%
Hunted Labs, Inc.	2.00%
Hunter Web Services, Inc.	2.00%
Huron Consulting Services, LLC	2.00%
HYAS Infosec, Inc.	2.00%
Hycu, Inc.	2.00%
Hyper Labs, Inc. dba Hyperscience	2.00%
HyperOffice	4.54%
Hypori, Inc.	2.00%
HyTrust	2.99%
Ibl Education	2.00%
IBM	1.00%
iBoss	0.50%
Icaros, Inc.	0.50%
Icertis, Inc.	2.00%
ICEYE North America, Inc.	2.00%
Idalto Inc. dba Bryq	2.00%
iDefender LLC	0.50%
Identity Automation	2.00%
Identity Works LLC, dba Instrumental Identity	2.00%
IGEL Technology Corporation	2.00%
Ignyte Group, Inc.	2.00%
IKANOW	3.69%
ikeGPS	0.75%
ILA Corporation DBA VM2020 Solutions	0.50%
iLAB, LLC.	2.00%
Illume	3.68%
Illumio, Inc.	2.00%
Image Access Corporation	2.00%
Imagine Solutions DBA Encapture	2.00%
iMapData	17.24%
Immersive Labs Corporation	2.00%
Impero Solutions, Inc.	2.00%
Imperva	2.00%
Imprivata, Inc.	2.00%
Incode Technologies	1.00%
Incorta, Inc.	2.00%
Indago Technologies, Inc.	2.00%
Indigov Corporation	2.00%
Infinera	0.50%
Infinite Ranges, Inc.	2.00%
InfiniteTactics, LLC	2.00%
Info Bastion, LLC	2.00%
Info Security Corp (ISC)	6.26%
Infoblox	3.00%
Informatica, Inc.	2.00%
Infotek Solutions Inc. dba Security Compass	2.00%
Infotopics AfT B.V	2.00%
Inframappa	0.50%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Inkit, Inc.	2.00%
INKY	1.00%
Innive Inc.	0.50%
Innodata, Inc.	2.00%
Innovative Emergency Management (IEM)	2.00%
InSite LLC	2.00%
Insitu Software, Inc.	2.00%
InSource	0.50%
Inspired E-Learning	2.00%
Instabase, Inc.	2.00%
Insystech	0.50%
Intact Partners, Inc.	0.50%
INTEGRATE.IO, Inc. dba DreamFactory Software	2.00%
Intellective	0.50%
Intelligent Automation, LLC dba BlueHalo Labs	2.00%
Interactive Data, LLC	0.50%
Intercede Limited	2.00%
Intergral	3.69%
Intermap Technologies	0.01%
International Data Base Corp.	2.00%
Interpersonal Frequency, LLC	2.00%
Interset	2.00%
InterWorks, Inc.	2.00%
IntraEdge, Inc.	2.00%
Intrusion Inc.	2.00%
Inttensity	2.57%
Invictus Apps, Inc.	2.00%
Invincea	0.00%
ioMoVo Corp.	2.00%
iOra	1.04%
IPC Global Services	2.00%
i-PRO Americas Inc.	2.00%
Iron Mountain Information Management, LLC	2.00%
IronKey by Imation	5.22%
IronNet	2.00%
ISI Solutions, Inc dba sFiles	2.00%
Island Technology, Inc.	2.00%
Issured Ltd	2.00%
Itopia, Inc.	2.00%
ITS Partners	0.50%
Ivanti	0.50%
iVerify, Inc.	2.00%
IVIX Tech, Inc.	2.00%
IX LAYER, Inc.	0.50%
JackBe	2.58%
Jacobs Technology Inc.	2.00%
Jama Software	3.03%
Janya	0.31%
JCN Partners, Inc. dba Everblue	2.00%
Jetdocs Inc.	2.00%
Jive	2.42%
Jotform, Inc.	2.00%
Jotto, Inc.	2.00%
JSMPros, Inc.	2.00%
JTC Technologies, LLC, dba as Learning Stream	2.00%
Juniper Networks, Inc.	0.50%
Kagool, Inc.	2.00%
Kahua	2.00%
Kajeet, Inc.	2.00%
Kapow Software	2.99%
Kaseware, Inc.	2.00%
Keene Village Plastics	2.00%
Keeper Security	10.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Kemisoft Group Ltd.	2.00%
Keralia	0.50%
Keyavi Data Corp	0.50%
Keyspider Corp.	2.00%
Kinney Group, Inc.	2.00%
Kion	2.00%
KIRO Group	2.00%
Klaunch, LLC.	2.00%
Kleo, Inc. dba ClassWallet	2.00%
KLoBot, Inc.	2.00%
Know Who	1.01%
Knowledge Broker	2.00%
Knowledge Key Assoc, DBA Training Camp	2.00%
KnowledgeLake	2.00%
Knowmadix	5.00%
Koat.ai Incorporated	2.00%
Kodak Alaris, Inc.	2.00%
Kodify LLC dba ZLS.app	2.00%
Kofax	0.00%
Kokomo Solutions, Inc. dba Kokomo24/7	2.00%
Kore.ai, Inc.	2.00%
Kove Corporation	0.75%
Krista Software	0.50%
Kroll Ontrack	7.47%
Kurt Lennartsson Consulting, LLC	2.00%
Kusari, Inc	2.00%
Kwizcom Corporation	2.00%
Kwizcom Corporation dba KWIZ	2.00%
Kyndi, Inc.	2.00%
Kyndryl Federal, LLC	2.00%
Kyriba	0.50%
Lacuna Technologies, Inc.	2.00%
Lanuage Weaver/SDL	13.27%
Launch Mobility, Inc.	2.00%
LaunchPad Careers Inc.	0.01%
Leadership Connect	0.50%
Leaning Technologies Limited	2.00%
Leankor Inc.	2.00%
Leaptree Limited	0.50%
Learn to Win	0.50%
Lecticon, Inc.	2.00%
Legendary Supply Chain, Inc.	2.00%
LeGuard, Inc.	0.50%
LEIDIT LLC	0.50%
LEO Technologies, LLC	2.00%
Lexicon Technologies Inc.	6.03%
Lexis Nexis	2.00%
Lexyl Travel Technologies, LLC dba Eventsquid	2.00%
LG Electronics	28.57%
Libera, Inc.	2.00%
Liferay	1.00%
Lightsense	0.50%
Lilt, Inc.	2.00%
LinkedIn	2.00%
Linksys USA, Inc.	2.00%
Liquidware Labs	2.00%
Litify Inc.	2.00%
Little Arms Stuidos, Inc.	2.00%
Live Cyber LLC dba Cloud Range Cyber	2.00%
Live Earth, LLC	2.00%
LiveAction	0.50%
Livestream Learning Studio, LLC.	2.00%
LiveView Technologies, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
LNB Solutions Inc.	3.00%
Localist	0.50%
Locality Media Inc. dba First Due	0.50%
LogicMonitor, Inc.	2.00%
Logitech	2.00%
Looker	0.50%
Lookout Inc.	8.00%
Lovelytics, LLC	2.00%
LowV Systems, Inc.	2.00%
LRB Group, LLC	2.00%
Lucid Software, Inc.	2.00%
Lucidworks	3.20%
LumApps, Inc.	2.00%
Luminare, Inc.	2.00%
LuminosoTechnologies Inc	0.01%
Lumu Technologies	2.00%
Lynk Technology Holdings, Inc.	2.00%
Lyssn.io, Inc.	2.00%
M2Mobi	1.00%
M3 Planning, Inc. dba Madison AI	2.00%
Magic School, Inc dba MagicSchool	2.00%
Magnet Forensics	0.50%
Magnus Diagnostics Laboratories	2.00%
MailGate, LLC	2.00%
Malwarebytes Inc.	2.00%
Manage Mobility	27.00%
ManageEngine	2.00%
ManageYOURiD, Inc.	2.00%
Mandiant, Inc.	0.50%
Mango Technologies, Inc. DBA ClickUp	2.00%
MangoApps, Inc.	2.00%
Manhattan Software	2.75%
ManpowerGroup Public Sector, Inc. dba Experis	2.00%
MapBox	1.50%
Mark43, Inc.	2.00%
MarkLogic	7.88%
Material Security	0.50%
Matillion ltd	2.00%
Mattermost	0.50%
Mattermost, Inc.	2.00%
Maverick Quantum, Inc.	2.00%
McAfee	3.50%
Medex Forensics	2.00%
Mediatech, Inc.	2.00%
MediVista Media d.b.a. Everwell	2.00%
Megaport, Inc.	2.00%
Melimu LLC dba MapleLMS	2.00%
Menlo Security, Inc.	2.00%
Mercurio Analytics, Inc.	2.00%
Merkle Science Americas, Inc.	2.00%
MeshNet, Inc. dba Suitable	2.00%
Metazoa	0.50%
Meter, Inc.	2.00%
Metrc, LLC	0.50%
Metrolink Networks, LLC DBA Cloudforce	2.00%
Microsoft	1.00%
Micro-Tel, LLC dba Microcall	2.00%
MIDL Technology, Inc.	2.00%
Millsapps, Ballinger & Associates	2.00%
Mimecast North America, Inc.	0.50%
Mindbase, LLC	2.00%
MinIO, Inc.	2.00%
MissionRT, LLC	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
MixMode, Inc.	2.00%
mLogica, LLC	2.00%
MLTwist, Inc.	2.00%
MobiChord	0.50%
MobileMind Technologies	0.50%
MobilePD	1.02%
ModelOp	0.50%
Modern Treasury Corp	2.00%
Modria	1.26%
Modzy	0.50%
MongoDB	2.00%
Mosse Security	0.50%
MotionDSP	2.99%
Motive Technologies, Inc.	2.00%
Moveworks, Inc.	2.00%
mPower Innovations	2.00%
MST Solutions LLC d/b/a Mastek	2.00%
Muck Rack, LLC	2.00%
Multi-Dimensional Education, Inc.	2.00%
Multitude Insights, Inc.	2.00%
MURAL	2.00%
MURF, Inc.	2.00%
Mutare, Inc.	2.00%
mxHero	0.50%
Myota, Inc dba Myota.io	2.00%
MySQL	23.82%
Nally Ventures	0.50%
NaphCare, Inc.	0.50%
Nasuni Corporation	2.00%
Natsoft Corporation	2.00%
Navisource Inc.	2.00%
NCS Analytics, Inc.	2.00%
NCS Technologies	8.16%
NCTech, Inc.	2.00%
Nday Security, Inc.	2.00%
Nearmap	0.50%
Nerdio, Inc.	2.00%
NetApp, Inc.	2.00%
NetCentric Technologies, Inc. dba Allyant	2.00%
NetDocuments Software, Inc.	2.00%
Netenrich, Inc.	2.00%
Netfoundry	0.50%
NetImpact Strategies, Inc.	2.00%
Netography, Inc.	0.50%
Netrise, Inc.	2.00%
Netskope, Inc.	2.00%
NetSPI, LLC.	2.00%
NetThunder, LLC	2.00%
Netwrix Corporation	3.00%
New Relic	1.00%
New York Wired for Education, Inc dba Metrix Learning	2.00%
NewSci	1.00%
NEXGEN Asset Management	2.00%
Next Chapter Technology, Inc.	2.00%
Next Level Security Systems	2.00%
NexTalk, Inc.	2.00%
NexTech Solutions, LLC	2.00%
NextgenID, Inc.	2.00%
NICE Systems, Inc.	2.00%
Nile-Global, Inc.	2.00%
NinjaOne, LLC	2.00%
Nintex	0.50%
Nirmata, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
NKINDL AI, Inc. dba Authentrics.ai	2.00%
nlyte Software	2.75%
NNData Corporation	0.50%
NNT	0.50%
Nok Nok Labs, Inc.	2.00%
Noname Public Sector LLC.	2.00%
Normshield, Inc.	2.00%
Northwoods	2.00%
Novodynamics	3.03%
Nozomi Networks, Inc.	2.00%
nSide, Inc.	2.00%
NtelSec, Inc.	2.00%
NU Borders, LLC	2.00%
Nuance	2.00%
Nucleos, Inc.	2.00%
Nucleus Cyber	0.50%
Nucleus Security LLC	0.50%
Nuggets USA Limited	2.00%
NuHarbor Security, Inc.	2.00%
Nullable, Inc. dba Aware	2.00%
Nutanix	4.16%
Nuvalence, LLC	2.00%
Nuvolo Technologies	0.50%
NVIDIA CORP	2.00%
NVINT Services LLC dba Element Four	2.00%
NWO.ai, Inc.	2.00%
Nyriad, Inc.	2.00%
Oak Innovation Limited	0.50%
Oblong	3.03%
Occuspace, Inc.	2.00%
Ocient, Inc.	0.50%
Octant Data, LLC	2.00%
Oculis Labs	3.69%
Odaseva	2.00%
Offensive Security Services, LLC.	2.00%
Ogre.run, Inc.	2.00%
Okta	2.00%
Okteto, Inc.	2.00%
OlaTech Business Hosting Corporation dba in1touch	2.00%
Omnibond Systems, LLC	2.00%
Omnilink	1.17%
Omnissa, LLC	2.00%
ON2IT, Inc.	3.00%
OnActuate Consulting US, Inc.	2.00%
Onapsis	1.00%
One Human Service Network, Inc.	2.00%
One Network USA, Inc.	2.00%
OneBlink Pty Ltd	2.00%
OneMeta, Inc.	2.00%
OneTrust, LLC.	2.00%
Onsolve	0.50%
Onspring Technologies LLC	2.00%
Ontinue	2.00%
Ooma, Inc.	2.00%
OpenAI OpCo, LLC	2.00%
OpenCounter, Inc.	0.50%
OpenGov	2.00%
Openlane Technology Corporation dba Roadflex	33.33%
OpenSGI	2.33%
OpenText	2.00%
Opsgility, LLC	2.00%
OPSWAT, Inc.	2.00%
Optensity	3.54%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Optezo, Inc.	0.50%
Optibus, Inc.	2.00%
Optiv Security, Inc.	2.00%
Optum Government Solutions, Inc.	2.00%
Oracle America, Inc.	2.00%
Orbit Analytics, Inc.	2.00%
Orbital Insight, Inc.	2.00%
Orca Security, Inc.	2.00%
Orion Power Systems, Inc.	2.00%
OSaaS LLC	2.00%
Otava	2.00%
OurBond, Inc.	2.00%
Outlier Technologies, Inc.	2.00%
Outpost Security, LLC	2.00%
OutSystems	1.10%
Outway, Inc.	2.00%
Oversight Systems, Inc.	2.00%
Overwatch Data, Inc.	2.00%
oVio Technologies, Inc.	2.00%
Owl Cyber Defense Solutions, LLC	2.00%
OwnBackup	0.80%
PagerDuty, Inc.	0.50%
Palette	3.00%
Palo Alto	8.00%
Panopto, Inc.	2.25%
Pantheon Systems, Inc.	2.00%
Paperless Innovations, Inc	2.00%
Parallel Works. Inc.	2.00%
Paramify, Inc.	2.00%
Parascript, LLC	2.00%
Partners In Leadership, LLC d/b/a Culture Partners	2.00%
Passage Technology LLC	0.50%
Patero, INC.	2.00%
PaymentWorks, Inc.	2.00%
Payscale, Inc.	2.00%
PC Matic, Inc	2.00%
PCI Pal (U.S.) Inc	10.00%
PDQ Intermediate, Inc.	2.00%
Pendulum Intelligence, Inc.	2.00%
Penlink	2.00%
Pentaho	2.00%
People Services Center, Inc. DBA CATCH Intelligence	2.00%
PeopleGoal (c/o Evermind Digital LTD)	2.00%
Peregrine Technologies, Inc.	2.00%
Permion Government	2.00%
PermitRocket	2.00%
Permuta Technologies, Inc.	2.00%
Pernix Data	2.00%
Persado	0.50%
Perspective Tester, LLC	2.00%
PhoneLiveStreaming	0.50%
Photon Medical Communications, Inc.	2.00%
Phylum, Inc.	2.00%
Ping Identity	2.00%
Pivotal	2.00%
piXlogic	2.99%
PIXM, Inc.	2.00%
Planet Technologies, Inc.	2.00%
PlatCore	0.50%
platfora	0.01%
Plauti B.V.	2.00%
Plotly (US), Inc.	2.00%
Plum Identity, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Pluralsight, LLC	2.00%
Plurilock	2.00%
Polimorphic, Inc.	2.00%
Poly	0.50%
Pondurance, LLC.	2.00%
Portal26, Inc.	2.00%
PowerDMS	1.00%
Powered by Data, LLC DBA Data Literacy DBA Data Literacy	2.00%
Preamble, Inc.	2.00%
Precise	4.54%
Precise Biometrics Inc.	1.52%
Precisio Business Solutions, Corp. dba Ascent Solutions	2.00%
Premier Cloud, Inc.	2.00%
Premier Technology Advisors	8.00%
Privaini, Inc.	2.00%
Procore Tecnologies	0.50%
Procurated, Inc.	2.00%
Profit Apps, Inc.	2.00%
Progress Software	1.22%
Project Bordeaux, Inc. dba Inbox Monster	2.00%
Project Hosts Inc.	2.00%
Promise Network, Inc.	2.00%
Promo Drone, Inc.	2.00%
Proofpoint	5.00%
Prophecy Americas', Inc.	2.00%
ProStar Geocorp, Inc.	2.00%
ProSymmetry	0.50%
Protech Solutions, Inc.	2.00%
Provance Technologies, Inc.	2.00%
Proven Optics LLC	0.50%
Provisions Group, LLC	2.00%
Pryon, Inc.	2.00%
Puget Sound Systems, Inc.	2.00%
Pulselight Holdings, Inc.	0.50%
Pursuit Pathways Inc.	2.00%
Pyramid Analytics USA, Inc.	0.50%
Pyze, Inc.	2.00%
Qadium	2.00%
Qanapi Group, Inc.	2.00%
QFlow Systems, Inc.	2.00%
Qii.AI	0.50%
QlikTech Inc.	0.75%
Qmulos, LLC.	2.00%
Qrypt, Inc.	2.00%
Quality Technology Services	0.75%
Qualtrics	1.00%
Qualys, Inc.	2.00%
QuantaHub2, LLC	2.00%
Quantexa, Inc.	2.00%
Quantifind	0.50%
Quantinuum, LLC	2.00%
Quantiphi, Inc.	2.00%
Quantropi, Inc.	2.00%
Quantum Bridge Technologies, Inc.	2.00%
Quantum, Inc.	2.00%
Quantum4D	2.63%
Questica	0.50%
Queue-it	0.50%
Quickbase, Inc	2.00%
QuintessenceLabs Pty, Ltd	2.00%
Quiq, Inc.	2.00%
Quisitive, LLC	2.00%
Qumulo, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
QuSecure, Inc.	2.00%
r4 Technologies, Inc.	0.50%
Radiant Logic	0.50%
RADICL Defense, Inc.	2.00%
Raindrop Systems, Inc.	2.00%
RAKIA USA Corp	2.00%
RangeForce	0.50%
Rapid7	2.00%
RapidFort, Inc.	2.00%
Ratio Exchange, LLC	2.00%
Raven Cloud, Inc.	2.00%
RavenTek Solution Partners, LLC	2.00%
Read AI, Inc.	2.00%
ReadSpeaker	3.00%
Ready.net, Inc	2.00%
ReadyWorks Inc.	2.00%
Real Response Pty Ltd dba BlueRoom	2.00%
RealEyes Connect LLC	3.44%
Rebel Health Inc. dba ARCHANGELS	2.00%
Recite Me, LLC	2.00%
Recommind	0.01%
Recon Apps, LLC	2.00%
Recorded Future	2.63%
Red Canary, Inc.	2.00%
Red Hat	2.00%
RegScale	0.50%
REI Systems	0.50%
Reka AI	2.00%
Relativity ODA LLC	2.00%
Relativity ODA, LLC	2.00%
Remediant	0.50%
Remix Technologies	2.00%
RepRisk AG	2.00%
Rescale, Inc.	0.50%
Resemble AI, Inc.	2.00%
Resiliant, Inc.	2.00%
ResourceX	2.00%
ReSTNSX, Inc.	2.00%
Reva Solutions Inc.	2.00%
Revenue Solutions, Inc.	2.00%
Revere Data	2.57%
ReversingLabs	0.01%
Rhondos	0.50%
RideCo US, Inc.	2.00%
Ripcord, Inc.	2.00%
RippleMatch, Inc.	2.00%
Risklens	2.00%
Riskonnect	2.00%
RiskRecon	2.00%
Riverbed	2.00%
R-Mor, LLC.	2.00%
Robotic Assistance Devices, Inc. (RAD)	2.00%
Rocket Software, Inc.	2.00%
Rockfish Data, Inc.	2.00%
Rok Technologies, LLC	2.00%
Ron Turley Associates, Inc.	2.00%
Roundtrip	2.00%
RPI-CS, Inc.	2.00%
RSA	2.00%
Rubrik	5.00%
Rumble, Inc dba runZero	2.00%
RunAi Labs USA, Inc.	2.00%
R-Zero Systems, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Saasyan	0.50%
SafeBreach, Inc.	2.00%
SafeGuard Cyber	0.50%
SafeLogic, Inc.	2.00%
SafeNet	0.00%
SaferWatch, LLC	2.00%
Safety Vision, LLC	2.00%
SailPoint	0.50%
Salesforce	2.21%
SalesIntel Research, Inc.	2.00%
SaleSwing	2.00%
Salty Cloud, PBC	2.00%
Samsara Inc.	2.00%
Samsung	33.67%
Samsung Knox	2.00%
SANS Institute	2.00%
SAP	0.00%
SAP- Concur	1.00%
SaraWorks, LLC	2.00%
Sarder Inc dba NetCom Learning	2.00%
SAS Institute, Inc.	2.00%
Savant Learning Systems dba Virtual Academy	2.00%
Savant Learning Systems dba Virtual Academy	2.00%
Saviynt, Inc	1.20%
SB Technology Federal, Inc.	2.00%
Scale AI, Inc.	0.50%
Scaled Agile, Inc.	2.00%
SCATR Corp	2.00%
SchoolBanks, Inc.	0.50%
ScienceLogic, Inc.	2.00%
Scorelate, Inc.	2.00%
Scribe Security	2.00%
SDL Government	6.26%
S-Docs, Inc.	2.00%
Seagate Federal, Inc. d/b/a Seagate Government Solutions	2.00%
Seamlessdocs	4.00%
SearchBlox Software, Inc.	2.00%
SecPod Technologies, Inc.	2.00%
Secure Passage, Inc.	2.00%
Secure-Centric, Inc.	2.00%
Secured Communications, Inc.	2.00%
SecureReview, Inc. DBA SessionGuardia	2.00%
Secureworks	1.30%
Security Scorecard, Inc.	2.00%
Security Services	5.00%
Seekr Technologies, Inc.	2.00%
Selfhelp Community Services	2.00%
Semantic Visions, s.r.o.	2.00%
Semarchy, Inc	2.00%
Semotus, Inc. dba HipLink Software	2.00%
Semperis, Inc.	2.00%
Sensics	1.53%
SentinelOne	1.50%
SentryCard Technologies, Inc. dba Sentry Enterprises	2.00%
SEP TECH	0.50%
Sequoia	0.50%
Sequoia Holdings, Inc.	2.00%
Seros	4.54%
Sertifi	0.50%
ServiceNow	0.50%
SevOne	2.00%
ShadownDragon Federal, LLC	2.00%
ShardSecure, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Shavlik	0.51%
Sherpa	0.50%
Shiftsmart, Inc.	2.00%
Sicura, Inc.	2.00%
SIGA Data Security LTD.	2.00%
SigBee, Inc.	2.00%
Silverfort, Inc.	2.00%
SimpleCert, LLC	2.00%
SimpliGov LLC	1.00%
Simply NUC, Inc.	2.00%
Simpplr	2.00%
Simsi, Inc.	2.00%
SimSpace Corporation	2.00%
SingleStore, Inc.	2.00%
Singlewire Software	2.00%
Siren Data Intelligence, Inc.	0.25%
Skedulo	0.40%
Sketchbox	0.50%
SkillStorm Commercial Services, LLC	2.00%
Skopenow Inc.	2.00%
Skuid	0.50%
Skycam Aviation, Inc.	2.00%
Skydio	2.00%
Skyline Software Systems, Inc.	2.00%
Skyline Technology Solutions, LLC	2.00%
Skyport Systems	2.00%
SKyX Systems Corp	1.00%
Slack	0.50%
Slalom, LLC dba Slalom Consulting	2.00%
Slingshot Aerospace, Inc.	2.00%
Smartronix, LLC dba SMXtech	2.00%
Smartsheet	2.00%
SND Software, Inc.	2.00%
Snorkel AI, Inc.	2.00%
Snow Software, Inc.	2.00%
Snowflake	2.00%
Snyk, Inc.	2.00%
SOA Software	2.63%
Social Solutions	0.50%
SocialTrendly, Inc. DBA BLACKBIRD.AI	2.00%
Societal Systems, Inc	2.00%
Socrata	3.00%
Socure, Inc.	2.00%
Softdocs	0.50%
SOI Solutions	2.00%
Solarwinds	3.00%
SolCyber Managed Security Services, Inc.	2.00%
Solgari, Inc.	2.00%
Solix	11.85%
Sonim	2.00%
Sonitum, Inc.	2.00%
Sophos, Inc.	2.00%
Sotera Digital Security Corp	2.00%
SoundThinking, Inc.	2.00%
Spare Labs, Inc.	2.00%
SparkCognition Government Systems, Inc.	2.00%
Spatial Data Logic, LLC	2.00%
Spatialitics, LLC	0.50%
SpecterOps, Inc	2.00%
Spectra Logic	1.00%
SPEEDATA, LTD	2.00%
Spire Global, Inc.	0.50%
Splashtop	0.50%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Splashtop, Inc.	2.00%
Splunk	1.26%
SportGait, LLC	2.00%
Spot.AI, Inc	2.00%
SpringML Inc. dba Egen Solutions	2.00%
Sprinklr	0.50%
Sprout Social, Inc.	3.00%
SPV Associates, Inc. dba OnIndus	2.00%
SpyCloud, Inc.	2.00%
Stach & Liu dba Bishop Fox	2.00%
Stage2Data, Inc.	2.00%
Stave	0.50%
Stealthbits	2.63%
SteriLumen, Inc.	0.50%
Stonebranch, Inc.	2.00%
Stony Point, Inc.	2.00%
StoreConnect USA, Inc.	2.00%
Stralto, Inc.	2.00%
Stratodesk Corp	2.00%
Straylight Systems, Inc.	2.00%
StreamLink Software Inc. DBA AmpliFund	2.00%
streamWrite Connect	2.00%
Strike Solutions, LLC	2.00%
Striveworks, Inc.	2.00%
StrongDM, Inc.	2.00%
Styrk Inc. dba Styrk.AI	2.00%
Submittable Holdings, Inc.	2.00%
SuccessKPI, Inc.	2.00%
Suggestion Ox, Inc	2.00%
Summit Technology Consulting Group dba Allocore	2.00%
Sumo Logic, Inc.	2.00%
Sunstone Secure, LLC.	2.00%
Superc AI, Inc. dba with.io	2.00%
Superior Wireless Consulting, Inc., dba Intratem	2.00%
SurePassID Corp.	2.00%
Swiftly, Inc.	0.50%
SWIRL Corporation	2.00%
Sword GRC, Inc.	2.00%
Sylabs, Inc	2.00%
Symmetry Systems	0.50%
Synack, Inc.	2.00%
Synasta Corporation	2.00%
Synergist Technologies, LLC	2.00%
Synergy SKY, Inc.	2.00%
Syniverse Technologies, LLC	2.00%
Syntasa	1.00%
Synthesis AI, Inc.	2.00%
System Automation Corporation	0.50%
Tableau	0.70%
Tabnine, Inc.	2.00%
Tact, L3C dba Mogli Technologies	2.00%
Tadaweb Technologies USA, Inc.	2.00%
TAG Infosphere, Inc.	2.00%
Talend USA	0.50%
Talkdesk	0.50%
Talon Tactical Systems, LLC	2.00%
Tamer Partners Corporation dba Proponisi	2.00%
Tanium	4.00%
Taqtile, Inc.	2.00%
Tasktop	0.01%
Team Cymru, Inc,	2.00%
TeamViewer	2.00%
Teamwork Crew Limited Trading as Teamwork.com	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
TeamWorx Security, Inc.	2.00%
Tech Unicorn DMCC	2.00%
Tech5 USA, Inc.	2.00%
Tecnics Consulting Inc.	0.50%
Teknita LLC	4.00%
TEKriver, LLC	2.00%
TEKsystems Global Services, LLC	2.00%
TelaForce, LLC	0.50%
Telos Corporation	0.50%
Tenable	2.00%
Tenfold	2.00%
Tensor Networks	0.50%
Teradata Government Systems, LLC	2.00%
Teradici	18.37%
TERIDA LLC	2.00%
TerraGo	2.99%
Testfully Pty Ltd	2.00%
TestifySec, Inc.	2.00%
Tetra 4D	2.83%
Tetrad Digital Intergrity, LLC	2.00%
Text to Them	4.00%
Thales e-Security	2.00%
The Informatics Applications Group, Inc. dba TIAG	2.00%
The Information Lab US, Inc.	2.00%
The New Push, LLC	2.00%
The Routing Company	2.00%
The Sanborn Map Company, Inc.	2.00%
The Tomorrow Companies, Inc.	2.00%
The Wire Digital, Inc. dba WireScreen	2.00%
Thentia	0.50%
Thetus	2.99%
think-cell Software GmbH	2.00%
Thinkst Applied Research (Pty) Limited	2.00%
ThinLaunch Software LLC	2.62%
Thought Stream LLC, d/b/a Bluescape	2.00%
Thread AI, Inc.	2.00%
Threatblockr, Inc.	2.00%
ThreatDown, powered by Malwarebytes	2.00%
ThreatLocker	0.50%
Throughline	2.00%
Thycotic	0.50%
TimeTrade dba Engageware	0.50%
Tintri	0.27%
Titania Ltd	2.00%
TLUX Technologies Limited	2.00%
To A Finish LLC	2.00%
TonicAI, Inc.	2.00%
Torch Research, LLC dba Torch.AI	2.00%
Torq Technologies Inc.	2.00%
TouchShare	0.00%
Traction on Demand	0.50%
TrainCy, LTD	2.00%
Tranquility AI, Inc.	2.00%
TransitScreen, Inc. dba Actionfigure	2.00%
TranslateLive, LLC	2.00%
TransPerfect Translations International, Inc.	2.00%
TransUnion	8.16%
Trellis Data USA, Inc.	2.00%
Trellix Public Sector, LLC	2.00%
Tricentis	2.00%
Trimble Inc.	2.00%
Trinity Cyber LLC	0.50%
Tripwire	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
TRM Labs, Inc.	2.00%
True Elements	2.00%
True Zero Technologies, Inc.	2.00%
TruePointSolutions	0.50%
Truetax AI	2.00%
Trusona, Inc.	2.00%
Trusted Data Solutions, LLC	2.00%
TrustLayer, Inc.	2.00%
Trustwave	9.00%
TTEC Government Solutions, LLC.	2.00%
TTech Inc. dba AIRIA	2.00%
Tufin	2.00%
Tungsten Automation	1.00%
TurboVets, Inc.	2.00%
Turing Video, Inc.	2.00%
Turnberry Solutions, Inc.	2.00%
Twilio	1.60%
Two Six Labs, LLC dba Two Six Technologies	2.00%
TyGR LLC	0.50%
Typesafe	23.18%
UberEther, Inc.	2.00%
UC innovation Inc	0.50%
Udacity, Inc.	0.50%
Udemy, Inc.	20.00%
UiPath	2.00%
Unicorn Magic, Inc.	2.00%
Unit4 Business Software Inc.	0.50%
Unite USA, Inc. dba Unite Us	2.00%
Unqork, Inc.	2.00%
Unstructured Technologies, Inc.	2.00%
UpGuard, Inc.	2.00%
Upstream Tech, Inc.	2.00%
Userway Inc.	0.50%
UXStorm	4.00%
Valid.it Evaluation Solutions LTD	2.00%
Validatar, LLC	2.00%
Validity, Inc.	2.00%
Valimail Inc.	0.50%
Valsoft Corporation dba Professional Computing Resources	2.00%
ValueBlue, Inc.	2.00%
Vantiq Inc.	2.00%
Varonis	3.00%
Varsity Tutors for Schools, LLC	2.00%
Varuna Tech, Inc.	2.00%
Vasion	2.00%
Vast Data Federal, Inc.	0.50%
Vectara, Inc.	2.00%
VectorZero Technologies, LLC	2.00%
Vectra AI, Inc	2.00%
Veeam Software Corporation	2.50%
Vehicle Tracking Solutions	2.00%
Velosimo, Inc.	2.00%
Venafi	7.00%
Venngage, Inc.	2.00%
Veracode	2.63%
Verato, Inc.	2.00%
Verbit, Inc.	2.00%
Verdiem	0.95%
Verge Technologies, Inc.	2.00%
Verisys	0.00%
Veritas	2.00%
Veritone, Inc.	2.00%
Verkada, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
Versa Networks, Inc.	2.00%
Versalytix, Inc.	2.00%
Versaterm Public Safety, Inc.	2.00%
Vertiba	2.00%
Vertiv Corporation	2.00%
Vexcel Corporation	2.00%
Vibronyx, Inc.	2.00%
Viewfinity	14.08%
Village Chif Pty Ltd	0.50%
Vimeo	0.50%
Vintra	0.50%
VIQ Solutions	2.00%
Virnect Co., LTD	2.00%
Virtru	1.02%
Virtual Forge Inc.	2.00%
Virtual Investigation Platforms LLC	2.00%
Virtual Project Manager, LLC	2.00%
VirtualZ Computing Corporation	2.00%
Virtuestream	1.02%
Vision Genesis	1.02%
Vision Point Systems, Inc.	2.00%
Vision-e	0.50%
Visium Analytics, LLC	0.50%
VisualVault, LLC	2.00%
Vivi LLC	0.50%
Vivid-Hosting, LLC	2.00%
VLogic Systems, Inc.	2.00%
VMRay, Inc.	2.00%
VMware Inc.	2.00%
Voltron Data, Inc.	2.00%
VulnCheck, Inc.	2.00%
Walacor Corporation	2.00%
WalkMe	0.50%
Wasabi Technologies, Inc.	2.00%
Washington Abstract, Inc.	2.00%
Waterfall Security Solutions, LTD	2.00%
WellSky Human & Social Services Corporation	3.00%
West Publishing Corporation	2.00%
Whistic, Inc.	2.00%
WhiteCanyon Software	2.03%
WHOOP, Inc.	2.00%
Wickr	2.00%
WinMagic Corp.	2.00%
Winn Solutions, LLC	2.00%
WinPure, LLC	2.00%
WipeOS LLC	2.00%
WireSpring Technologies, Inc.	3.00%
Wiz, Inc.	2.00%
Wolters Kluwer	0.50%
Wonderschool, Inc	2.00%
Woolpert, Inc.	2.00%
Workera Corp.	2.00%
Workiva, Inc.	2.00%
Workshare Technology	2.00%
WPI Services	0.01%
WSD Digital, LLC d/b/a ReFrame Solutions	2.00%
Wyvern Incorporated	2.00%
x Matters	7.06%
Xaqt	0.50%
Xceedium Inc.	0.01%
XeoMatrix, Inc.	2.00%
XM Cyber, Inc.	2.00%
XQ Message, Inc.	2.00%

Carahsoft - Contract # R240303
Software Solutions and Services

Manufacturer	Discount off List
xXsigo Systems	4.39%
Yansa Labs	0.50%
Yext, Inc.	0.50%
YouScience, LLC	2.00%
Yubico, Inc.	2.00%
YuJa, Inc.	2.00%
Yurts Technologies, Inc. dba Yurts AI	2.00%
Zammo, Inc.	0.50%
Zebra Technologies International, LLC	2.00%
ZenCity	0.50%
ZenGRC, Inc.	2.00%
ZenLedger, Inc.	2.00%
Zensai	2.00%
Zensors, Inc.	2.00%
Zentera Systems, Inc.	2.00%
ZeroEyes, Inc.	2.00%
ZeroFox, Inc.	2.00%
ZeroTouch.ai	2.00%
Zignal Labs, Inc.	2.00%
Zimbra	3.00%
Zimperium, Inc.	0.50%
Zoho Corporation	2.00%
Zoobean, Inc.	2.00%
Zoom	1.00%
Zscaler	2.00%

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Approval: Confirming appointee selected by Mayor for the citizen positions on PSPRS.

STAFF RECOMMENDED ACTION:

Confirm appointee selected by Mayor.

Executive Summary:

The Public Safety Personnel Retirement System Board has two citizens elected to this board along with the Mayor and staff from each department. The Authority papers state the Mayor selects the citizen positions which needs to be confirmed by the governing body.There is one open citizen position and the chosen appointee is Patrick Staskey (new Commissioner).

Financial Impact:

These are voluntary positions, there is no financial impact by selecting the appoinments.

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

N/A

Options and Alternatives to Recommended Action:

Not to select the candidates as chosen and review the applications.

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments: Authority Papers

Arizona State Legislature

Bill Number Search:



Fiftieth Legislature - Second Regular Session change session | printer friendly version

Email a Member | Email Webmaster

Senate House Legislative Council JLBC More Agencies Bills Committees Calendars/News

ARS TITLE PAGE NEXT DOCUMENT PREVIOUS DOCUMENT

38-847. Local boards

A. The administration of the system and responsibility for making the provisions of the system effective for each employer are vested in a local board. The department of public safety, the Arizona game and fish department, the department of emergency and military affairs, the university of Arizona, Arizona state university, northern Arizona university, each county sheriff's office, each county attorney's office, each county parks department, each municipal fire department, each eligible fire district, each community college district, each municipal police department, the department of law, the department of liquor licenses and control, the Arizona department of agriculture, the Arizona state parks board, each Indian reservation police agency and each Indian reservation fire fighting agency shall have a local board. A nonprofit corporation operating pursuant to sections 28-8423 and 28-8424 shall have one local board for all of its members. Each local board shall be constituted as follows:

1. For political subdivisions or Indian tribes, the mayor or chief elected official or a designee of the mayor or chief elected official approved by the respective governing body as chairman, two members elected by secret ballot by members employed by the appropriate employer and two citizens, one of whom shall be the head of the merit system, or the head's designee from among the other members of the merit system, if it exists for the group of members, appointed by the mayor or chief elected official and with the approval of the governing body of the city or the governing body of the employer. The appointed two citizens shall serve on both local boards in a city or Indian tribes where both fire and police department employees are members.
2. For state agencies and nonprofit corporations operating pursuant to sections 28-8423 and 28-8424, two members elected by secret ballot by members employed by the appropriate employer and three citizens appointed by the governor. Each state agency local board shall elect a chairman.
3. For fire districts organized pursuant to section 48-804, the secretary-treasurer as chairman, two members elected by secret ballot by members employed by the fire district and two citizens appointed by the secretary-treasurer, one of whom is a resident of the fire district and one of whom has experience in personnel administration but who is not required to be a resident of the fire district.

B. On the taking effect of this system for an employer, the appointments and elections of local board members shall take place with one elective and appointive local board member serving a term ending two years after the effective date of participation for the employer and other local board members serving a term ending four years after the effective date. Thereafter, every second year, and as a vacancy occurs, an office shall be filled for a term of four years in the same manner as previously provided.

C. Each local board shall be fully constituted pursuant to subsection A of this section within sixty days after the employer's effective date of participation in the system. If the deadline is not met, on the written request of any member who is covered by the local board or the employer to the board of trustees, the board of trustees may appoint all vacancies of the local board pursuant to subsection A of this section and designate whether each appointive position is for a two year or four year term. If the board of trustees cannot find individuals to serve on the local board who meet the requirements of subsection A of this section, the board of trustees may appoint individuals to serve as interim local board members until qualified individuals are appointed or elected. Each local board shall meet at least twice a year. Each member of a local board, within ten days after the member's appointment or election, shall take an oath of office that, so far as it devolves on the member, the member shall diligently and honestly administer the affairs of the local board and that the member shall not knowingly violate or willingly permit to be violated any of the provisions of law applicable to the system.

D. Except as limited by subsection E of this section, a local board shall have such

powers as may be necessary to discharge the following duties:
1. To decide all questions of eligibility and service credits, and determine the amount, manner and time of payment of any benefits under the system.
2. To prescribe procedures to be followed by claimants in filing applications for benefits.
3. To make a determination as to the right of any claimant to a benefit and to afford any claimant or the board of trustees, or both, a right to a rehearing on the original determination. Except as otherwise required by law, unless all parties involved in a matter presented to the local board for determination otherwise agree, the local board shall commence a hearing on the matter within ninety days after the date the matter is presented to the local board for determination. If a local board fails to commence a hearing as provided in this paragraph, on a matter presented to the local board for determination, the relief demanded by the party petitioning the local board is deemed granted and approved by the local board. The granting and approval of this relief is considered final and binding unless a timely request for rehearing or appeal is made as provided in this article, unless the board of trustees determines that granting the relief requested would violate the internal revenue code or threaten to impair the system's status as a qualified plan under the internal revenue code. If the board of trustees determines that granting the requested relief would violate the internal revenue code or threaten to impair the system's status as a qualified plan, the board of trustees may refuse to grant the relief by issuing a written determination to the local board and the party petitioning the local board for relief. The decision by the board of trustees is subject to judicial review pursuant to title 12, chapter 7, article 6.
4. To request and receive from the employers and from members such information as is necessary for the proper administration of the system and action on claims for benefits and to forward such information to the board of trustees.
5. To distribute, in such manner as the local board determines to be appropriate, information explaining the system received from the board of trustees.
6. To furnish the employer, the board of trustees and the legislature, on request, with such annual reports with respect to the administration of the system as are reasonable and appropriate.
7. To receive and review the actuarial valuation of the system for its group of members.
8. To receive and review reports of the financial condition and of the receipts and disbursements of the fund from the board of trustees.
9. To appoint medical boards as provided in section 38-859.
10. To sue and be sued to effectuate the duties and responsibilities set forth in this article.
E. A local board shall have no power to add to, subtract from, modify or waive any of the terms of the system, change or add to any benefits provided by the system or waive or fail to apply any requirement of eligibility for membership or benefits under the system. Notwithstanding any limitations periods imposed in this article, including subsection D, paragraph 3 and subsections G and H of this section, if the board of trustees determines a local board decision violates the internal revenue code or threatens to impair the system's status as a qualified plan under the internal revenue code, the local board's decision is not final and binding and the board of trustees may refrain from implementing or complying with the local board decision.
F. A local board, from time to time, shall establish and adopt such rules as it deems necessary or desirable for its administration. All rules and decisions of a local board shall be uniformly and consistently applied to all members in similar circumstances. If a claim or dispute is presented to a local board for determination but the local board has not yet adopted uniform rules of procedure for adjudication of the claim or dispute, the local board shall adopt and use the model uniform rules of local board procedure that are issued by the board of trustees' fiduciary counsel to adjudicate the claim or dispute.
G. Except as otherwise provided in this article, any action by a majority vote of the members of a local board that is not inconsistent with the provisions of the system and the internal revenue code shall be final, conclusive and binding on all persons affected by it unless a timely application for a rehearing or appeal is filed as provided in this article. No later than twenty days after taking action, the local board shall submit to the board of trustees the minutes from the local board meeting that include the name of the member affected by its decision, a description of the action taken and an explanation of the reasons and all documents submitted to the local board for the action taken, including the reports of a medical board. The board of trustees may not implement and comply with any local board action that does not comply with the internal revenue code or that threatens to jeopardize the system's status as a qualified plan under the internal revenue code.
H. A claimant or the board of trustees may apply for a rehearing before the local board within the time periods prescribed in this subsection, except that if a decision of a local board violates the internal revenue code or threatens to jeopardize the system's status as a qualified plan under the internal revenue code, no limitation period for the board of trustees to seek a rehearing of a local board decision applies. An application for a rehearing shall be filed in writing with a member of the local board or its secretary within sixty days after:
1. The applicant-claimant receives notification of the local board's original action by

certified mail, by attending the meeting at which the action is taken or by receiving benefits from the system pursuant to the local board's original action, whichever occurs first.
2. The applicant-board of trustees receives notification of the local board's original action as prescribed by subsection G of this section by certified mail.
I. A hearing before a local board on a matter remanded from the superior court is not subject to a rehearing before the local board.
J. Decisions of local boards are subject to judicial review pursuant to title 12, chapter 7, article 6.
K. When making a ruling, determination or calculation, the local board shall be entitled to rely on information furnished by the employer, a medical board, the board of trustees, independent legal counsel or the actuary for the system.
L. Each member of a local board is entitled to one vote. A majority is necessary for a decision by the members of a local board at any meeting of the local board.
M. The local board shall adopt such bylaws as it deems desirable. The local board shall elect a secretary who may, but need not, be a member of the local board. The secretary of the local board shall keep a record and prepare minutes of all meetings in compliance with chapter 3, article 3.1 of this title and forward the minutes and all necessary communications to the board of trustees as prescribed by subsection G of this section.
N. The fees of the medical board and of the local board's independent legal counsel and all other expenses of the local board necessary for the administration of the system shall be paid by the employer and not the board of trustees or system at such rates and in such amounts as the local board shall approve. Legal counsel that is employed by the local board is independent of the employer and any employee organization or member and owes its duty of loyalty only to the local board in connection with its representation of the local board.
O. The local board shall issue directions to the board of trustees concerning all benefits that are to be paid from the employer's account pursuant to the provisions of the fund. The local board shall keep on file, in such manner as it may deem convenient or proper, all reports from the board of trustees and the actuary.
P. The local board and the individual members of the local board shall be indemnified from the assets of the employer for any judgment against the local board or its members, including attorney fees and costs, arising from any act, or failure to act, made in good faith pursuant to the provisions of the system, including expenses reasonably incurred in the defense of any claim relating to the act or failure to act.

©2007 Arizona State Legislature.

privacy statment

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Edward Schenk, Water Services Manager - Stormwater

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Approval of Contract: Contract for Rio de Flag channel maintenance in the Cheshire neighborhood to J. Banicki Construction for the amount of $463,886.50.

STAFF RECOMMENDED ACTION:

1. Award the contract to J. Banicki Construction for Rio de Flag channel maintenance in the Cheshire neighborhood for the amount of $463,886.50; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Rio de Flag resides within a constructed/engineered channel through the Cheshire neighborhood. The original design for the channel was a 25-foot width with 2:1 side slopes and an adjacent maintenance road. This channel experienced flooding in 2021 resulting in property damage. The purpose of this maintenance contract is to dredge the channel from near Boldt Drive to Cheshire Park to regain most of the original design capacity.

Financial Impact:

Project Name: Rio de Flag dredge in the Cheshire neighborhood
Cost: $463,886.50
Account Number Budgeted: 206-08-331-1257-0-4237 and 206-08-385-3597-0-4422
FY Budgeted Amount: Only $66,408 is available in account 206-08-331-1257-0-4237 and the remaining balance will be pulled from 206-08-385-3597-0-4422.
Grant Funded: No
Funding Source: Stormwater Utility

Policy Impact:

No policy impact, this maintenance item addresses infrastructure needed in future flood threats.

Previous Council Decision or Community Discussion:

No previous City Council decision, this directly addresses previous community discussion about monsoon flood preparedness, pre-wildfire preparedness, and climate action.

Options and Alternatives to Recommended Action:

1. Approve the Construction Contract with J. Banicki Construction for the maintenance item; or
2. Deny the contract and allow the channel to continue to function in its current state.

Background and History:

Stormwater staff first solicited bids from the City's Horizontal Construction Job Order Contractor (JOCs) firms

in early spring 2025. All four Horizontal Construction JOCs indicated that they would not have the capacity in the near-term to complete the project. Stormwater staff were then instructed to contact the Water Services JOCs, which was done in late spring 2025. All three Water Services JOCs declined to bid. This Construction Contract with J. Banicki Construction is through a cooperative contract, and at an appropriate cost following a procurement process, after exhausting the JOC route. The public relations for this work will be coordinated with Beta PR through a separate contract and land surveying and staking was conducted by Ardurra Engineering in spring 2025.

Connection to PBB Priorities and Objectives:

- High Performing Governance: Serve the public by providing high quality customer service.
- Safe and Healthy Community: Provide public safety services with resources, staff, and training responsive to the community's needs.
- Sustainable and Innovative Infrastructure: Deliver outstanding services to residents through a healthy well-maintained infrastructure system.
- Environmental Stewardship: Strengthen Flagstaff's resilience to to climate change impacts on the built, natural, economic, health and social systems.

Connection to Regional Plan:
Goal E&C.3.

- Policy E&C 3.1 Increase the region's preparedness for extreme climate events.

Goal WR.5.

- Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
- Policy WR.5.4. Develop any necessary stormwater infrastructure improvements consistent with City of Flagstaff stormwater master plans or studies as adopted by the City.
- Policy WR.5.5. Give preference to regional detention facilities that are designed in conjunction with smaller low-impact development features, rather than numerous smaller dispersed basins. Encourage regional detention basins to incorporate natural watershed characteristics as well as offering recreational components.

Goal PF.1.

- Policy PF.1.2. Allocate available public resources necessary for the City and County to prepare and adapt for natural and human-caused hazards so that all government operations support community resiliency.
- Policy PF.1.4. Build, sustain, and leverage partnerships with local and regional stakeholders for collective investment, efficient action, and shared responsibility in the building of local resiliency.

Connection to Carbon Neutrality Plan:
CR-2: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
Maintenance is a key part of the 2028 Stormwater Section Strategic Plan and the 2025 Water Services Division Strategic Plan

Attachments: 2025-14 Banicki Cheshire Construction Contract compiled

CONSTRUCTION CONTRACT 2025-14

City of Flagstaff, Arizona
and
J. Banicki Construction, Inc.

This Construction Contract ("Contract") is made and entered into this ____ day of _____, 2023, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and **J. Banicki Construction, Inc., an Arizona C Corporation** ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services ("Services"); and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities for the **Cheshire Rio de Flag Channel Improvements** ("Project"). The Project scope is specific to the attached Special Provisions - Proposal ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans, and associated documents. All provisions of the Bid Request, Performance Bond, Payment

Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1	Special Provisions - Proposal	Exhibit A
2.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed the Total Contract Amount of **four hundred sixty-three thousand eight hundred eighty-six dollars and fifty cents ($463,886.50)** to Contractor for work and materials provided in accordance with the **Cheshire Rio de Flag Channel Improvements**, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.3 As authorized by A.R.S. § 34-221, progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.4 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.5 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary Twenty Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **sixty (60) days** from the date of the Owner's Notice to Proceed, free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes, and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in this Contract.

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified within this Contract, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence, or in any other form, which in the Owner's judgment might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-four (24) hours of termination all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to Contractor shall be discharged by such termination, except the obligation to pay to Contractor a portion of the Contract price representing the value based upon

the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials, and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area, or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.).

11. Maintenance During Winter Suspension of Work.

11.1 A "Winter Shutdown" is the period of time typically including December through March during which no work will be performed by any person or entity (including but not limited to Contractor) on the Project and Contractor shall shutdown, properly insulate, and shelter the Project in a safe and workmanlike manner pursuant to local, state, and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason*, on the Project. The Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order, or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the time frame, the Owner will accomplish the work and deduct the cost from monies due or that become due to Contractor.

11.2 The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner, and no delegation of any duty of Contractor shall be made without prior written consent of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the assignee shall include and subject to the assignee all obligations, terms, and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms, and conditions of this Contract.

13. Notices. Any notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested, at the address set forth below ***and*** to legal counsel for the Party to whom the notice is being given.

If to Owner:
Emily Markel
Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

If to Contractor:
Lonnie Ferguson
J Banicki Construction
4720 E Cotton Gin Loop Suite 240
Phoenix, Az 85040
LFerguson@banicki.com

With a Copy to:
John Morris
Project Manager Senior
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
john.morris@flagstaffaz.gov

14. Contract Violations. In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's Specifications (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

22. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

23. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

24. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

25. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

26. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

27. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

28. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

29. Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

30. Force Majeure.

30.1 There may be events that occur during the term of this Contract that are beyond the control of both the Owner 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 this Contract.

30.2 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 Owner shall not pay additional costs incurred by Contractor as a result of such Events.

30.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and 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.

31. 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

($100,000.00), 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.

32. Modification to Contract. This 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.

33. 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 Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the written certification, Contractor shall notify the Owner within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the Owner with a written certification that Contractor has remedied the noncompliance within 180 days after notifying the Owner of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

34. 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.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff	**Contractor, J. Banicki Construction, Inc.**
Greg Clifton, City Manager	Signature
Attest:	Printed Name
City Clerk	Title
Approved as to form:	
City Attorney	

Last Updated March 26, 2024

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Cheshire Rio de Flag Channel Improvements
PROJECT NUMBER: 2025-14

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the "Principal"), as Principal, and, _____ _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this _____ day of_____, 20___, to the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____ 20___.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated March 26, 2024

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Cheshire Rio de Flag Channel Improvements
PROJECT NUMBER: 2025-14

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____ _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this __day of _____, 20__ in the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in

accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____20__.

_____	_____
Principal (Seal)	Surety (Seal)
By: _____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated March 26, 2024

Cheshire Rio de Flag Channel Improvements Proposal

J Banicki Construction

4720 E. Cotton Gin Loop, Suite 240
Phoenix, Arizona 85040 **LIC#: A ROC091410**
Contact: **Lonnie Ferguson**
Phone: **(602) 469-3032**
Email: **lferguson@banicki.com**

Quote To:	City of Flagstaff	Job Name:	Cheshire Rio de Flag Channel Improvements
Attention:	John P. Morris, PE CFM		
Address:	2323 N. Walgreens Dr.	Date:	5/30/2025
City State Zip:	Flagstaff, AZ 86004		
Email:	John.Morris@flagstaffaz.gov		
Phone:	928-213-247		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization/De-Mobilization	1.00	EA	24,235.00	24,235.00
20	Traffic Control - Allowance	1.00	AL	25,000.00	25,000.00
30	Survey & As-Builts - Allowance	1.00	LS	10,000.00	10,000.00
40	Remove Trees (>6" Diameter)	8.00	EA	2,500.00	20,000.00
50	Clear & Grub	1.00	LS	40,000.00	40,000.00
60	Dredging/Excavating Channel	4,200.00	CY	28.50	119,700.00
70	Remove Sediment in 3 - 60" Culverts	80.00	LF	35.00	2,800.00
80	Remove Sediment in 4 - 84" Culverts	80.00	LF	55.00	4,400.00
90	Haul Off Excess Soil	3,354.00	CY	40.00	134,160.00
100	Maintenance/Re-Grade Access Roads (10' Wide)	2,570.00	SY	4.75	12,207.50
110	Hydroseed Channel Slopes	3.50	AC	6,200.00	21,700.00
120	Install Biodegradable Geotextile Mat	1,700.00	SY	12.50	21,250.00
130	Sales Tax (9.818% * 65% Tax Factor = 5.967%)	1.00	LS	26,115.00	26,115.00
140	Payment & Performance Bond	1.00	LS	2,319.00	2,319.00
GRAND TOTAL					**$463,886.50**

NOTES:

Bid based on the attached proposal assumptions and clarifications.

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
Lic # A ROC 091410
480-921-8016 (phone)
480-921-9456 (fax)

Date: 5/30/2025

Scope Clarifications and Assumptions
Cheshire Rio De Flag Channel Improvements

General:

- J. Banicki Construction, Inc. (Banicki) proposes to furnish labor, equipment, and materials in accordance with the Invitation to Bid - Cheshire Rio de Flag channel improvements provided by the City of Flagstaff. All work, specified in the attached proposal will be completed in a workmanlike manner according to standard industry practices.
- City of Flagstaff, ADOT and utility fees are not included in Banicki's pricing.
- This pricing is based upon the assumption that all of the scope in this proposal, as outlined will be awarded to Banicki Construction.
- A SWPPP will be created and maintained. Straw Waddles will be utilized as Countermeasures.
- This work is anticipated to take 6-weeks.

Bid Items: 10 - Mobilization

- This bid item includes the cost of equipment mobilization and de-mobilization for Banicki to get the necessary equipment to the job site.

Bid Items: 20 - Traffic Control

- This bid item includes the traffic control devices and labor in order to set up advanced warning signs and direct trucks off the road in a safe manner. This does not include any off-duty officers or variable message boards. This item is an Allowance and will be billed based on direct cost plus 10% Overhead plus sales tax and bond.

Bid Items: 30 - Survey & As-Builts

- No Construction Survey is included. The Channel will be graded to maintain a 15' flat bottom with slopes matching the cross sections provided. This Allowance is to cover the cost as-built drawings for the completed work if required. This item will be billed based on direct cost plus 10% Overhead plus sales tax and bond.

Bid Items: 40 – Remove Trees >6" in Diameter

- This bid item includes the removal, haul off, and legal disposal of trees larger than 6" in diameter that will impede stormwater flow.

Bid Items: 50 – Clear & Grub

- This item includes the removal, haul off, and legal disposal of all brush, shrubs, and loose vegetation that will impede stormwater flow.

Bid Item: 60 – Dredging/Excavating Channel

- This item includes the excavation of the channel per the cross section provided in the Invitation to Bid document. This does not include any concrete lining, shotcrete, decomposed granite or riprap in these channels.

Bid Item: 70 – Remove Sediment in 3- 60" Culverts

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
Lic # A ROC 091410
480-921-8016 (phone)
480-921-9456 (fax)

- This item includes the removal of the sediment that is at the bottom of the culverts crossing under N. Peak View St.

Bid Item: 80 – Remove Sediment in 4- 84" Culverts

- This item includes the removal of the sediment that is at the bottom of the culverts crossing under N. Fremont Blvd.

Bid Item: 90 – Haul-Off Excess Soil

- This item includes the haul off and legal disposal of all excess soils from the excavation item and sediment removal items discussed above.

Bid Items: 100 – Maintenance/Re-Grade Access Roads (10' Wide)

- This bid item includes the regrading of the access roads to maintain a ten foot minimum width.

Bid Items: 110 – Hydroseed Channel

- This bid item includes hydroseeding the cut channel slopes and bottom with native grasses as outlined in the Invitation to Bid document.

Bid Items: 120 – Install Biodegradable Geotextile Mat

- This bid item includes the purchase and installation of a biodegradable geotextile mat for large repair areas within the channel limits. The biodegradable mat that will be utilized will be an AEC erosion control blanket, the Product Description is attached at the end of this document. This item is to be billed at field measured quantities at the contract unit price.

Exclusions:

- Quality Control Testing
- Environmental fees and testing
- Unforeseen site conditions
- City of Flagstaff, ADOT, and utility fees
- Permits & Permit Fees
- Public Relations

Product Description

AEC Premier Coconut™

100% Coconut Erosion Control Blanket

AEC Premier Straw/Coconut™

70% Straw - 30% Coconut Blend Erosion Control Blanket

American Excelsior Company realizes project owners, consultants, specifiers, and landscape contractors wish to have a choice when selecting erosion control blankets. That is why American Excelsior Company, the inventor of biodegradable erosion control blankets, manufactures straw, straw/coconut, coconut, and excelsior blankets. Our AEC Premier Blanket manufacturing process starts with choosing only top quality, 100% certified weed seed free, agricultural straw fibers or top quality strands of coconut fiber. The AEC Premier Straw/Coconut blend and the AEC Premier Coconut blankets are designed for mid to long-term erosion protection and vegetation establishment for slopes, channels, and shorelines. The AEC Premier Straw/Coconut blanket combines 70% straw with 30% coconut to create a longer life blanket than standard AEC Premier Straw® blankets. The 100% AEC Premier Coconut blanket will provide a longer life degradable blanket for severe applications or where special seed mixes need long-term protection. Both of these Premier products have longer duration photodegradable, UV enhanced nettings on both sides. Our FibreNet™ - 100% biodegradable netting - is available for environmentally sensitive areas, while maintaining performance standards.

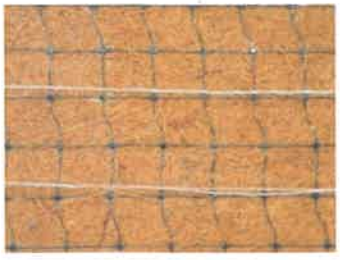
Material Characteristics

AEC Premier Straw/Coconut and AEC Premier Coconut blankets are degradable erosion control blankets consisting of the finest certified weed seed free agricultural straw fibers and the highest quality strands of coconut fiber. By adding 30% coconut fibers to the AEC Premier Straw blanket the straw/coconut blend of fibers can extend the degradable life to 12-18 months depending on job site conditions. The 100% Coconut can provide longer erosion protection life up to 36 months. Lightweight and easy to handle, you can rely on AEC Premier Straw/Coconut and AEC Premier Coconut blankets to provide a high degree of erosion protection and longer life than single or double net straw blankets. AEC Premier blankets are available individually wrapped or in master packs to allow for mechanical unloading and stacking.

Performance Capabilities

Product	Slopes	Netting Type	Shear Stress Rating
AEC Premier Straw/Coconut	1.5H:1V & flatter	Top - UV Stabilized Black, Bottom - UV Stabilized Green, FibreNet™	96 Pa 2.00 lb/ft^2
AEC Premier Coconut	1H:1V & flatter	UV Stabilized Black, FibreNet™	108 Pa 2.25 lb/ft^2





Typical Applications

- Utility transmission right-of-way
- Highway construction
- Slope stabilization
- Landfill construction
- Urban drainage
- Stream banks
- Waterways

American Excelsior Company®
Earth Science Division
Arlington, Texas (800) 777-SOIL • www.curlex.com

MADE IN THE U.S.A.

American Excelsior Company®
Earth Science Division

AEC Premier Coconut™
Erosion Control Blanket
AEC Premier Straw/Coconut™
Erosion Control Blanket

SUGGESTED SPECIFICATIONS

Product

AEC Premier Straw/Coconut Blanket



AEC Premier Straw/Coconut blankets, as manufactured by American Excelsior Company, shall be made from the finest quality, certified weed seed free, agricultural straw and top quality strands of coconut fiber. The coconut fibers shall be blended into the straw blanket to comprise 30% of the total weight of the blanket. The coconut and straw fibers shall be evenly distributed in blanket form and stitched to a UV enhanced black net on top and a UV enhanced green net on bottom. The blanket performance shall be supported by an ASTM protocol test result.

AEC Premier Coconut Blanket



AEC Premier Coconut blanket, as manufactured by American Excelsior Company, shall be made from the finest quality strands of coconut fiber. AEC Premier Coconut shall be comprised of coconut fiber. The coconut fiber shall be evenly distributed in blanket form and stitched to top and bottom heavy duty UV enhanced black nettings. The blanket performance shall be supported by an ASTM protocol test result.

Properties common to both AEC Premier Straw/Coconut & AEC Premier Coconut:

Weight[a]:	0.27 kg/m²	0.50 lb/yd²
Roll Dimensions:	2.4 m x 34.3 m	8.0 ft x 112.5 ft
Roll Area:	83.6 m²	100.0 yd²

[a]Weight is based on a dry fiber weight basis at time of manufacture. Baseline moisture content of AEC Premier Straw and AEC Premier Coconut fibers are 15% and 20%, respectively.



Installation

Before installing AEC Premier Straw/Coconut or AEC Premier Coconut erosion control blankets, the seedbed shall be inspected by the Owner's Representative to ensure it has been properly compacted and fine graded to remove any existing rills. It shall be free of obstructions, such as tree roots, projections such as stones, and other foreign objects. The contractor shall proceed when satisfactory conditions are present. After the area has been properly shaped, seeded, fertilized, and compacted, the AEC Premier erosion control blanket shall be removed from the bag. Next, locate the start of the roll, making sure the roll is facing toward the area to be covered, and then roll out the blanket. The blankets shall be rolled out flat, even, and smooth without stretching the material.

Slopes: It is recommended the blankets be installed vertically on the slope; however, on short slopes it may be more practical to install horizontally across the width of the application. If more than one width is required, overlap the edges and secure the blankets with a common row of staples. AEC Premier erosion control blankets shall be trenched at the head of the slope if the blanket cannot be extended three feet over the slope crest or if overland flow is anticipated from upslope areas.

Channels: AEC Premier erosion control blankets shall be centered to offset a seam in the middle of the waterway. They shall be installed in the same direction as the water flow. The adjoining blankets shall be installed away from the center of channel and overlapped. Blanket installation shall continue up the side slopes and three feet over the crest to the flat of the final grade. Flanks exposed to runoff, or sheet flow, must be protected by a check slot or trenched. AEC Premier erosion control blankets shall be trenched at the start of the channel and anchored using a staggered staple pattern at end of roll overlaps and end of roll terminations.

Disclaimer: AEC Premier Straw/Coconut and AEC Premier Coconut are systems for erosion control and revegetation on slopes and channels. American Excelsior Company (AEC) believes that the information contained herein to be reliable and accurate for use in erosion control and re-vegetation applications. However, since physical conditions vary from job site to job site and even within a given job site, AEC makes no performance guarantees and assumes no obligation or liability for the reliability or accuracy of information contained herein for the results, safety, or suitability of using AEC Premier Straw/Coconut and AEC Premier Coconut, or for damages occurring in connection with the installation of any erosion control product whether or not made by AEC or its affiliates, except as separately and specifically made in writing. These specifications are subject to change without notice.

If you would like to receive more information or consult with one of our Customer Care Center Specialists, please call us toll free at (888-352-9582)

PDF download specifications available in the Technical Support Library at www.curlex.com

Form#207/122116E

MADE IN THE U.S.A.

CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)

Amended October 2020

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.
The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

(A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;

(B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;

(C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;

(D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG *Standard Details for Public Works Construction,* Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts. Proposals shall be considered irregular for the following additional reasons:

(A) If the Proposal contains unit prices that are obviously unbalanced.

(B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:
(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being

transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.
If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY:
(revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor should obtain current locations from the Water Services Department. **Current rates for the**

reclaimed water shall apply. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:
When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:
Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:
The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:
The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:
1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)

(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK

(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:

(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK

(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the Contractor. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment

to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:

(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. http://www.azdeq.gov/environ/air/asbestos/

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:

(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are

intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:
(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:
(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR:
(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

  Definition of a crew;
  - personnel *(e.g. operator, laborer)*
  - equipment *(e.g. Cat 325 Excavator, 950 Loader)*
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday)*
  - work hours anticipated or scheduled per day *(e.g. 7:00 am to 3:30 pm)*

- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ $ 43.00/hour
Inspector II @ $ 35.00/hour
Inspector I @ $30.00/hour
Lab Tech I @ $ 25.00/hour
Vehicle @ $1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

MONTH	*JANUARY*	*FEBRUARY*	*MARCH*	*APRIL*	*MAY*	*JUNE*
Monthly Calendar Days for Anticipated Adverse Weather	7 Days	7 Days	8 Days	6 Days	4 Days	3 Days
Average Monthly Precipitation	1.98”	1.96”	2.05”	1.34”	0.68”	0.51”
MONTH	*JULY*	*AUGUST*	*SEPTEMBER*	*OCTOBER*	*NOVEMEBER*	*DECEMBER*
Monthly Calendar Days for Anticipated Adverse Weather	12 Days	11 Days	7 Days	5 Days	5 Days	6 Days
Average Monthly Precipitation	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.
The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS:
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.

6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:

(revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS:
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT

(revise to include the following)

Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:
(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement

officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING
(revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding

(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

Poa pratensis	Kentucky Bluegrass (mix of three varieties)	70%
Lolium perenne	Perennial Rye Grass	10%
Festuca rubra	Creeping Red Fescue	20%

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (http://az.gov/webapp/noi/main.do) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	*(Lolium multiflorum)*	30 lbs/acre
Oats	(*Avena sativa)*	60 lbs/acre
Regreen©	(*Triticum aestivum x Elytrigia elongata)*	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING

(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.)*

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation
Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing:
(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS
(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1 GENERAL:
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Alec Latino, Engineering Project Manager

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Approval of Contract: Approval of the Construction Contract with B4 Enterprises, Inc. in the amount of $2,921.628.25 for the Switzer Canyon FUTS Project.

STAFF RECOMMENDED ACTION:

1. Approve the Construction Contract with B4 Enterprises Inc in the amount of $2,921,628.25 and a contract duration of 180 calendar days;
2. Approve a contract allowance of $146,081.41, which is 5% of the lowest responsive bid;
3. Approve Change Order Authority to the City Manager in the amount of $146,081.41 which is 5% of the lowest responsive bid; and
4. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Switzer Canyon Trail is a planned Flagstaff Urban Trails System (FUTS), approximately 0.8 miles in length, 10 feet in width, which will connect the downtown area to the Switzer Ridge neighborhood with a feeder trail coming from the Cherry Hill neighborhood. This multi-use, non-motorized, aggregate mix and concrete trail will allow users the opportunity to commute from the downtown area to McMillan Mesa/Buffalo Park without leaving the FUTS. This project also includes multiple storm water crossings along the trail.

Financial Impact:

Project Name: Switzer Canyon FUTS
Cost: $2,921,628.25
Account Number Budgeted: 048-10-120-3023-6-4433
FY2025-26 Budgeted Amount: $3,424,304
Grant Funded: N/A
Funding Source: Transportation Tax, Proposition 419

Policy Impact:

N/A

Previous Council Decision or Community Discussion:

The City Council has previously approved the FY2026 Capital Improvement Five-Year Plan and authorized the FY2026 budget for this project.

Options and Alternatives to Recommended Action:

1. Approve the award for the Construction Contract as recommended. Approval will allow work on the project to move forward; or
2. Reject all bids. This action would delay the project.
    a. If rejection occurs, possible options include:

i. Re-advertise the project and open new bids; or
ii. Suspend or cancel the project.

Background and History:
Over the last nine years City staff and consultants have worked engineering design, property procurement, and value engineering to make this project economically feasible. Engineering design began in 2016 and the City has already acquired all the land required to complete this FUTS trail alignment. Plans were updated and resealed prior to going out to bid. Procurement posted an Invitation for Bid on May 5, 2025 & closed on May 30, 2025. Five confirmed responses were received with B4 Enterprises, Inc. being the lowest responsive responsible bidder. An ad was placed for May 10 & 17, 2025 in the Arizona Daily Sun.

Connection to PBB Priorities and Objectives:

- High Performing Governance: Implement and communicate innovative and efficient local government programs, new ideas, and best practices.
- Safe and Healthy Community: Promotes physical and mental well-being through providing recreational activities, parks, open space, and active transportation options.
- Environmental Stewardship: implement, maintain, and further the Carbon Neutrality Plan with awareness of social inequities.

Connection to Regional Plan:

- Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet. (OS.I.4)
- Provides connectivity from Basis school on McMillian Mesa to the downtown area (CC.5.4)
- Provide multiple routes and pathways for pedestrian movement (LU.I2.7)
- As defined in the FUTS Master Plan, Include trail access points, and bicycle facilities (LU.I2.9)Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods. (LU.I3.I)
- Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborhoods (LU.I3.9)
- Reduce Greenhouse Gas Emissions (E&C.2)
- Improve mobility and access throughout the region. (T.1)
- Improve transportation safety and efficiency for all modes. (T.2)
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community. (T.5)
- Provide for bicycling as a safe and efficient means of transportation and recreation. (T.6)

Connection to Carbon Neutrality Plan:
Decreased dependence on cars.

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
Connected to the Active Master Transportation Plan.

Attachments: B4 Enterprises Switzer Canyon FUTS Contract
Context Map- Switzer Canyon FUTS
Vicinity Map- Switzer Canyon FUTS
CA Justification - Switzer Canyon FUTS

CONSTRUCTION CONTRACT #2025-201
Project No. 03-16013 & ST3023

City of Flagstaff, Arizona
and
B4 Enterprises, Inc.

This Construction Contract ("Contract") is made and entered into this ____ day of _____, 2025, by and between the City of Flagstaff, a political subdivision of the state of Arizona ("Owner"), and B4 Enterprises, Inc., a Utah S corporation ("Contractor"). Owner and Contractor may be referred to each individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner desires to obtain construction services ("Services"); and

B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

1. Scope of Work. Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities for the **Switzer Canyon FUTS** ("Project"). The Project scope is specific to the attached Special Provisions ("Exhibit A"). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer or his properly authorized agents ("Engineer"), including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.

1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between Contractor and the Engineer at a location identified by the Owner. The purpose of the Conference is to outline specific construction items and procedures that the Owner feels require special attention on the part of Contractor. Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. Contractor shall submit a written proposal at this Conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.

2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans ("Plans"); Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications; the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City Revisions of MAG Standard Specifications for Public Works Construction ("Exhibit B"); and any Arizona Department of Transportation ("ADOT") Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans, and associated documents. All provisions of the Invitation for

Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders, and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications, and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

2.1	Specifications Special Provisions	Exhibit A
2.2	Revisions of MAG Standard Specifications for Public Works Construction ("Flagstaff Addendum to MAG")	Exhibit B
2.3	Final Bid Schedule	Exhibit C

3. Payments. In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed Total Contract Amount of **two million, nine hundred twenty-one thousand, six hundred twenty-eight dollars and twenty-five cents ($2,921,628.25**) to Contractor for work and materials provided in accordance with the Final Bid Schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:

3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;

3.2 The City Engineer shall have the right to finally determine the amount due to Contractor;

3.3 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;

OR

Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;

3.4 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

3.5 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment,

Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from subcontractors and suppliers who have filed an Arizona Preliminary Twenty Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.

4. Time of Completion. Contractor agrees to complete all work as described in this Contract within **one hundred eighty (180) calendar days** from the date of the Owner's Notice to Proceed, free of all liens, claims, and demands of any kind for materials, equipment, supplies, services, labor, taxes, and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.

5. Performance of Work. All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.

6. Acceptance of Work; Non-Waiver. No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.

7. Delay of Work. Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of Contractor and not caused by any wrongful act or negligence of Contractor shall entitle Contractor to an extension of time equal to the delay so caused. Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in this Contract.

8. Failure to Complete Project in Timely Manner. If Contractor fails or refuses to execute this Contract within the time specified within this Contract, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.

9. Labor Demonstration. It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of placards or signs, violence, threats of violence, or in any other form, which in the Owner's judgment might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, Contractor agrees to remove from the Premises within twenty-

four (24) hours of termination all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to Contractor shall be discharged by such termination, except the obligation to pay to Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials, and supplies belonging to Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area, or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit B, Section 107.2.1.).

11. Maintenance During Winter Suspension of Work.

11.1 A "Winter Shutdown" is the period of time typically including December through March during which no work will be performed by any person or entity (including but not limited to Contractor) on the Project and Contractor shall shutdown, properly insulate, and shelter the Project in a safe and workmanlike manner pursuant to local, state, and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project. The Owner retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the Project. Winter Shutdown shall be by field order, change order, or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the time frame, the Owner will accomplish the work and deduct the cost from monies due or that become due to Contractor.

11.2 The Owner shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of Contractor during the Winter Shutdown. All costs associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner, and no delegation of any duty of Contractor shall be made without prior written consent of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the assignee shall include and subject to the assignee all obligations, terms, and conditions of this

Contract and that Contractor shall also remain liable under all obligations, terms, and conditions of this Contract.

13. Notices. Any notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested, at the address set forth below ***and*** to legal counsel for the Party to whom the notice is being given.

If to Owner:
Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

If to Contractor:
Farah Janes
Assistant PM/Estimator
B4 Enterprises, Inc.
287 N Westview Drive
Cedar City, Utah 84720
farah@b4concrete.com

With a Copy to:
Alec Latino
Project Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Alec.Latino@flagstaffaz.gov

14. Contract Violations. In the event that any of the provisions of this Contract are violated by Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon Contractor and the Surety of its intention to terminate such Contract ("Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of Contractor, and Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances, and plants as may be on the worksite site and necessary for completion of the work.

15. Termination for Convenience. The Owner may terminate this Contract at any time for any reason by giving at least **thirty (30) days** written notice to Contractor. If termination occurs under this Section, Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The Parties agree that fair market value shall be determined based on Contractor's Specifications (Scope & Cost Estimation), less any work not yet completed by Contractor as of the date the written notice of termination is given to Contractor.

16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, save, and hold harmless the City of Flagstaff and its officers, officials, agents, and employees ("Indemnitee") from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees, but only to the extent caused by the recklessness or intentional wrongful conduct of Contractor, subcontractor, or design professional, or other persons employed or used by Contractor, subcontractor, or design professional in the performance of the Contract. The amount and type of insurance coverage requirements set forth in this Contract (Exhibit B, Section 103.6) will in no way be construed as limiting the scope of the indemnity in this paragraph.

17. Non-Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other Party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.

18. Amendment of Contract. This Contract may not be modified or altered except through a formal written amendment or a written change order, approved by the Owner's Change Order Committee, signed by duly authorized representatives of the parties, which directs Owner or Contractor, to make alterations to the original Contract.

19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.

20. Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations, and governmental requirements in the performance of this Contract.

22. Employment of Aliens. Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county, or municipal public works project.

23. INTENTIONALLY DELETED.

24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal

right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

25. Jurisdiction and Venue. This Contract shall be administered and interpreted under the laws of the State of Arizona. Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

26. Attorneys' Fees. If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

27. Time is of the Essence. Contractor acknowledges that the completion of the Contract by the dates specified is critical to the Owner, time being of the essence of this Contract.

28. No Third-Party Beneficiaries. The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.

29. Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.

30. Severability. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

31. Records. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine Contractor's records related to this Contract. Contractor shall retain all records related to this Contract for a period consistent with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following termination of the Contract.

32. Force Majeure.

32.1 There may be events that occur during the term of this Contract that are beyond the control of both the Owner 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 this Contract.

32.2 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 Owner shall not pay additional costs incurred by Contractor as a result of such Events.

323 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and 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.

33. 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 ($100,000.00), 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.

34. Modification to Contract. This 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.

35. 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 Contractor becomes aware during the term of the Contract that Contractor is not in compliance with the written certification, Contractor shall notify the Owner within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the Owner with a written certification that Contractor has remedied the noncompliance within 180 days after notifying the Owner of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

36. 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.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff	**B4 Enterprises, Inc.**
Greg Clifton, City Manager	Signature
Attest:	Printed Name
City Clerk	Title
Approved as to form:	
City Attorney	

Last Updated November 13, 2023

CITY OF FLAGSTAFF, ARIZONA
PAYMENT BOND

PROJECT NAME: Switzer Canyon FUTS
PROJECT NUMBER: 03-16013 & ST3023 **BID NUMBER:** 2025-201

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That,_____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of_____, with its principal office in the City of_____(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this_____day of_____, 20__, to the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the Contract, this obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions, and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this_____day of_____20___.

_____	_____
Principal (Seal)	Surety (Seal)
By:_____	By: _____
_____	_____
Agency of Record	Agency Address

Last Updated November 13, 2023

CITY OF FLAGSTAFF, ARIZONA
PERFORMANCE BOND

PROJECT NAME: Switzer Canyon FUTS
PROJECT NUMBER: 03-16013 & ST3023 **BID NUMBER:** 2025-201

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____
(hereinafter called the "Principal"), as Principal, and, _____
_____, a corporation organized and existing under the laws of the State of
_____, with its principal office in the City of _____
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Flagstaff, Arizona (hereinafter called the "Obligee"), in the amount of _____
_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated this ____day of_____, 20 in the City of Flagstaff, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined

in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this_____day of_____20_.

_____	_____
Principal (Seal)	Surety (Seal)
By:_____	By: _____
_____	_____
Agency of Record	Agency Address

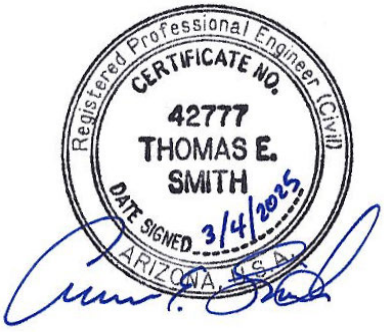
Last Updated November 13, 2023

EXHIBIT A

SPECIAL PROVISIONS
City of Flagstaff, Arizona
FUTS – Switzer Canyon

City of Flagstaff Project Number: 03-16013 & ST3023

Prepared by:
Peak Engineering, Inc.
201 E. Birch Ave. Suite 3
Flagstaff, AZ 86001
PH: 928-774-4046
EMAIL: tom@peakegr.com
Peak Project No: 16COF03/22COF03.1



March 2023

Final Plans

Table of Contents

PART 100 GENERAL CONDITIONS....3
SECTION 104 – SCOPE OF WORK....3
SECTION 105 – CONTROL OF WORK....5
SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC....6
SECTION 109 – MEASUREMENTS AND PAYMENTS....10

PART 200 – EARTHWORK....10
SECTION 201 CLEARING AND GRUBBING....10
SECTION 206 STRUCTURE EXCAVATION AND BACKFILL....12
SECTION 220 – RIPRAP CONSTRUCTION....12

PART 300 – STREETS AND RELATED WORK....13
SECTION 301 SUBGRADE PREPARATION....13
SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE....13
SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT....13
SECTION 329 TACK COAT....14
SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE....14
SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS....15
SECTION 398 PERMANENT PAVEMENT STRIPING (NEW SECTION)....15
SECTION 510 CONCRETE BLOCK MASONRY....16
SECTION 540 STACKED ROCK WALL (NEW SECTION)....16
SECTION 701 AGGREGATE....17

APPENDICES

Appendix A Report on Geotechnical Investigation FUTS-Switzer Canyon Trail & Addendum 1
Appendix B City of Flagstaff Record Drawing Checklist

MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2025 EDITION, CITY OF FLAGSTAFF GENERAL PROVISIONS, AND CITY OF FLAGSTAFF ENGINEERING STANDARDS (INCLUDING THE CITY OF FLAGSTAFF AMENDMENTS TO MAG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION) ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 100 GENERAL CONDITIONS

SECTION 104 – SCOPE OF WORK

104.1.1 General

(Revise to include the following)

The project generally includes construction of a new Flagstaff Urban Trail (FUTS) from the end of Terrace Avenue to Switzer Canyon Drive. The scope of work presented in these Special Provisions and the accompanying construction plans more specifically include the following:

- Trail construction (concrete & aggregate surface, FUTS rail fencing & safety rail)
- Drainage improvements (culverts, headwalls, drainage ditches, riprap, valley gutters)
- Retaining wall construction
- Miscellaneous improvements (appurtenance, manhole adjustments, signs, bollards)
- Removal & disposal of trees

104.1.2 Maintenance of Traffic

(Revise to include the following)

Prior to the Notice to Proceed, the Contractor shall furnish to the City a Traffic Control Plan for the project that includes all traffic control for street/lane closures, work phasing, detours, etc.

Access to all residential driveways shall be provided during non-working hours. Where property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to a private property, business, school, driveway, or alley entrance, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary access cannot be restored, the Contractor shall provide an alternative, which will be coordinated with the resident and pre-approved by the City's Project Manager prior to any restrictions being implemented. Existing pedestrian and bicycle facilities shall be continued and signed through or around the construction zone.

Any full street closures will require the approval of the City and involve adequate re-routing (as approved by the City Traffic Engineer), notification of media, notification of residents and businesses in the project area and along the proposed route, and adequate temporary signage/signals. All street restrictions or closures must be coordinated with emergency responders.

The Contractor shall be required to provide no less than one (1) week advance written notice of all street closures and traffic restrictions to all affected property owners, business owners, and residents, including those properties on a detour route. The notice shall be submitted to the City for review and shall include the projected date, and duration of the closure and alternate detour routes. Each notice shall include the Contractor's name, contact person and local 24-hour telephone number as well as the City Project Manager's name and telephone number.

Construction Schedule/Phasing Plan:

A detailed Construction Schedule/Phasing Plan must accompany the Traffic Control Plan submitted to the City. This phasing plan must show the schedule, duration, and location of all construction items and activities on a daily basis throughout completion of the project. The phasing plan must coordinate with the Traffic Control plan and show closures, reroutes, and lane restrictions, if applicable.

The Contractor will be required to present the plans to the City within seven (7) days of Notification of Award. The City's Project Manager shall promptly review the plans and either approve them or provide a written list of the items that will require revision. The Contractor shall submit the corrected construction schedule and traffic control plan within seven (7) calendar days of receiving the City's list of required revisions. The corrected phasing plan shall address all comments from the City's list of required revisions. Weather days per Special Provision 108.7 shall be included in the phasing plan schedule.

The Contractor must maintain the approved schedule/phasing plan and provide necessary equipment, materials, and labor to do so to meet the approved construction duration.

Traffic Safety:

At the time of the pre-construction conference, the Contractor shall designate an employee who is qualified and experienced in construction traffic control and safety, to be available on the project site during all periods of construction to coordinate and maintain safe barricading whenever construction restricts traffic. This person shall be available during non-construction hours in case of any traffic control and/or safety items that need to be handled in an urgent manner. Traffic control shall include pedestrian, bicycle and vehicular traffic.

Sanitation Pickup:

Regular residential sanitation pickup and dumpster pick up varies from location to location; coordinate with the City's Public Works Division and the property owners for pick-up days. When construction activity interferes with sanitation pickup, the Contractor shall provide for sanitation vehicle access to the affected properties or relocate the trash containers where access is acceptable. The Solid Waste Division of the Public Works Department contact number is (928) 213-2110. The contact number for Waste Management is (928) 779-6050. If trash or recycle pickup is obstructed by the construction activity, the Contractor will be responsible for proper disposal.

Bulk trash pickup occurs quarterly with the specific schedule found on the City of Flagstaff website at: https://www.flagstaff.az.gov/DocumentCenter/View/87897/Bulky-Waste-Schedule-2025.

Emergency Access:

All roadway closures shall be coordinated by the Contractor with Traffic Engineering and the City's Project Manager at least 1 week in advance of the closures. The Contractor shall submit the closure for approval to the Traffic Engineer, copy the information to the City's Project Manager, and forward the street closure information to the Fire Department, Police Department, and Emergency Medical Services after approval.

US Postal Service Access:

The Contractor shall be responsible for maintaining access for postal service within the project area at all times. The Contractor shall coordinate this work to avoid interruption of mail service. Should an existing mailbox be damaged by construction activity, the Contractor shall promptly remove and replace the damaged mailbox, including post and foundation, at no cost to the resident or the City.

The Contractor shall maintain mailboxes so that no disruption of mail service shall occur. If mail disruption is anticipated, the Contractor shall notify the City's Project Manager, Inspector, affected property owner and/or resident(s) at least 48 hours in advance.

104.2 ALTERATION OF THE WORK

104.2.3 Due to Extra Work

(Revise to include the following)

The following contract allowances are included and hereby incorporated into the contract documents as follows:

Unsuitable Material shall include all equipment, labor and materials necessary to remove unsuitable materials and replace with materials that conform to the project specifications. The Unsuitable Material Allowance bid item includes an estimated quantity in the Bid Schedule and has the same requirements and restrictions as the Contract Allowance.

SECTION 105 – CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS

(Revise as follows)

The Contractor shall submit one electronic copy and hard copies as required of each shop drawing, product data, or mix design to the City for review. Only materials to be used on this specific construction project shall be submitted.

The Contractor shall be responsible for submitting shop drawings for any proposed site/retaining walls to be constructed after removal of existing, whether called out on the plans or necessary as a result of construction activities.

The General Contractor shall review and stamp all shop drawings and product data for conformance with the construction documents prior to submission. Any shop drawings or product data not reviewed and stamped by the General Contractor will be returned without review. Items not in accordance with the contract drawings shall be so noted upon the Contractor's review.

Any shop drawing not checked and initialed by the supplier/detailer prior to submitting for engineering review will be returned without review. Any changes from the original drawings shall be noted by the submitting party. Any changes not called out shall be considered not in accordance with the contract documents unless specifically noted otherwise.

Shop drawings shall not replace the contract drawings. Items omitted or shown incorrectly and not noted by the reviewer are not to be considered changes to the contract drawings. Reviewing is intended as an aid to the Contractor in obtaining correct shop drawings. It is the Contractor's responsibility to assure that items are constructed in accordance with the contract drawings.

Any engineering design performed by others and submitted for review shall bear a seal of an engineer registered in the appropriate jurisdiction and discipline. The adequacy of designs and layouts performed by others rests with the designing or submitting party.

The construction documents may not be reproduced for use as shop drawings.

105.2.1 Record Drawing (As-Built Plans - New Section)

The City of Flagstaff As-Built Plans/Record Drawings Checklist has been included in the contract documents as Attachment B, for the convenience of the Contractor. The Contractor is responsible for verifying all items that may be required by the City of Flagstaff.

105.5 Cooperation of Contractor:

(revise to include the following)

The Contractor's Project Manager and Project Superintendent shall attend weekly construction progress meetings. The Contractor shall be prepared to discuss construction schedule, construction activities planned for the upcoming two (2) weeks (submit proposed two (2) week schedule), problems, issues, any information required by the City's Project Representative, construction staking, business/residence/citizen complaints, safety, traffic control and pedestrian access requirements, weather delays experienced during the previous week, disposal of materials, access/construction coordination with businesses/residences, inspection/testing, overtime worked during the previous week, payments, water/sewer service disruption, submittals, field orders/field changes and any other business as necessary. The Contractor shall prepare meeting agendas and meeting minutes. Minutes shall be distributed within four (4) working days after the meeting.

Public Involvement: At the time of the Pre-construction Conference, the Contractor shall designate an employee that is fully responsible for coordination with the public, including but not limited to; the property owners, the business owners, renters, leasers, Public media, the City of Flagstaff Public Information Officer and Mayor/Council. This person shall be qualified and experienced in public coordination and shall be available during all periods of construction to coordinate any issues.

Protection of Work: The Contractor is required to protect work during inclement weather. The Contractor shall grade areas to drain and utilize pumps to remove ponding water immediately during all stages of construction during both working and non-working hours.

105.8 Construction Stakes, Lines and Grades:

(revise as follows)

Unless noted otherwise in the contract documents, the Contractor shall lay out the work from the lines, grades and dimensions shown on the drawings. The Contractor shall be responsible for all such work for the duration of the project. Any dimension or grade errors shall be immediately transmitted in writing to the City's Project Manager for clarification, before proceeding with the work.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

(revise to include the following)

107.2 Permits:

The City of Flagstaff Capital Improvements Program will prepare Temporary Construction Entry Permits for the work to be done on private property as needed. A copy of these permits will be provided to the Contractor and shall be kept on site during construction.

Erosion Protection and Site Restoration

The Contractor is required to submit a Notice of Intent and a Notice of Termination to the Arizona Department of Environmental Quality. The Contractor shall use best management practices (BMP) in controlling stormwater runoff. An Erosion Control Plan (ECP) has been included in the construction

documents for the Contractor's use. The Contractor shall develop and maintain an ECP inspection and maintenance binder that is to be kept on site during construction.

The Contractor shall phase construction so that construction of the FUTS above businesses along Route 66 from Terrace Avenue to Fry's Grocery store does not occur during monsoon rains. If the construction schedule requires construction activities to be conducted during monsoon season or during a storm event, the Contractor shall revise the erosion control plan to provide additional BMP's that further limit sediment running off the construction site.

During construction the Contractor is responsible for maintaining and repairing BMP's. The Contractor shall revise the ECP in order to limit sediment and other pollutants from entering the storm drainage system, including but not limited to removal of sediment from construction vehicles, street sweeping along Route 66, and sediment removal from catch basins and storm drains.

Measurement and Payment

Measurement shall include all items required to comply with the requirements of the AZPDES permit program.

The cost for obtaining and complying with the AZPDES permit, inspection documentation, installation, maintenance, and replacement of erosion control devices and all work associated with stormwater protection shall be included in the pay item for SWPPP.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

(revise to include the following)

The Contractor shall take special care to control construction-related dust and noise and to keep the project site cleaned up to the greatest extent possible.

Survey monuments and property corners shall be protected and not disturbed unless specifically called out on the plans for replacement. All costs associated with protecting or re-establishing disturbed survey monuments and property corners shall be borne solely by the Contractor.

Prior to construction commencing, the Contractor shall prepare a video recording of the project area that adequately shows each private property within the project corridor to document existing conditions. A copy of this video shall be provided to the City in a viewable format.

Existing Fences:

The project scope of work does not include removal or relocation of fences. Fence and wall materials that are damaged as a result of construction activities shall match the type, color and size, where appropriate, of the existing fence or wall remaining. Fences shall be removed and relocated or replaced to the nearest fence post. Gates shall be adjusted vertically so that they open and close freely. The Contractor shall not expose fencing or wall footings during construction.

Dumpsters:

Relocation of dumpsters is a non-pay item and shall be coordinated with the City and the property owner.

Existing Retaining Walls:

The Contractor shall perform a pre-bid site visit of the entire FUTS, including the section adjacent to and above the existing wall on APN 104-04-001 (CD&E). ***At no time, shall the contractor or contractor's employees contact the adjacent property owners of the project without the knowledge and approval of the City's Project Manager except as explicitly allowed in these specifications.***

No surcharge loading of the existing wall on APN 104-04-001 (CD&E) is allowed, including but not limited to construction equipment or construction material. The Contractor shall provide the City with a conceptual Temporary Wall Protection and Construction Plan (TWPCP) and final TWPCP with the purpose of preventing surcharge loading of CD&E's wall during construction. No construction above CD&E's wall is allowed without approval of the final TWPCP.

The conceptual TWPCP shall be submitted to the City 2 months prior to any construction above CD&E's wall. The City will review the TWPCP and provide comments.

The conceptual TWPCP shall include the following elements: description of approach including description of construction means and methods, construction schedule, construction phasing plan, temporary wall supports with a drawing showing their locations, anticipated impacts to the CD&E's parking including duration and proposed provision for alternate parking during construction. If any elements of the TWPCP impact CD&E's parking during business hours, the Contractor shall as part of construction, secure alternate parking for CD&E's employees until parking is available. As part of construction the Contractor shall repair any damage to private property including but not limited to repair of the retaining wall and repair of the parking lot because of construction or the TWPCP. Repair of damage to the parking lot includes complete removal and replacement of asphalt for the entire parking lot. The Contractor shall photograph CD&E's retaining wall prior to Construction and monitor daily during construction for any movement or increased cracking. It is recommended that as part of the TWPCP the Contractor inspect CD&E's retaining wall. Pre-construction photos and video shall be provided to the City of Flagstaff.

The Contractor shall prepare a final TWPCP based on the City's comments. The final TWPCP shall include structural calculations, drawings, and details supporting the TWPCP. All structural elements, calculations, and drawings in the final TWPCP shall be sealed by a structural engineer registered in the state of Arizona.

The Contractor shall coordinate implementation of the TWPCP with the City of Flagstaff 2 weeks prior to any construction above CD&E's wall.

Measurement and Payment

The cost of preparing and implementing the TWPCP in the pay item for Temporary Wall Protection and Construction Plan.

Existing Buildings:

Protect all existing buildings during construction. Existing structures and a private residence, APN 101-23-001C (Bojorquez) are located adjacent to the FUTS construction. The Contractor shall take care not to damage the existing structures, including but not limited to provide shoring or other temporary slope support during construction activities within 100-ft of the structure.

As part of construction the Contractor shall repair any damage to the structures. The Contractor shall, with the owner's permission photograph the structures prior to construction and monitor daily during construction for any movement, increased cracking, sloughing of material, etc. Pre-construction photos and video shall be provided to the City of Flagstaff.

Measurement and Payment

No separate payment will be made for protection, repair, and maintenance of the Bojorquez residence, it is incidental to construction.

Protection of Existing Trees and Vegetation:

Protect existing trees and other vegetation indicated to remain, or outside the construction limits, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing. Prior to removal of trees, the contractor shall mark trees called out for removal on the plans with survey tape, then perform a field walk with the City's representative to determine if any of these trees can be left in place and protected.

1. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.

2. Provide protection for roots over 1-1/2 inch in diameter that are cut during construction operations. Coat cut faces with an acceptable coating formulated to use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out, cover with earth as soon as possible.

3. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations in manner acceptable to the City's Project Manager. Employ a licensed arborist to repair damage to trees.

4. Replace trees that cannot be restored to full-growth status, as determined by the City Project Manager.

The Contractor is responsible for trimming trees/landscaping to provide sight clearance for signage, driveways, and other construction improvements. Trimming and protection of trees/landscaping is addressed further in Section 201 Clearing and Grubbing.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

(revise to include the following)

The Contractor is responsible for providing written notification to each affected resident at least 48 hours prior to any disruption to water or sewer service in the construction area. The notice must include the exact time of the disruption of service and the expected duration of the loss of service. The Contractor shall schedule shut offs as to minimize disruption to the public.

The Contractor shall protect existing water, sewer, communications, and gas service lines where the proposed work crosses individual service lines. Not all service lines are shown on the plans and it is the Contractor's responsibility to determine their location in the field. Protection or repair of existing service lines not in conflict with the work is considered incidental. In the event that there is a physical conflict between an existing service line and the proposed work, the Contractor shall immediately notify the City of the conflict. The City's Project Manager will make a determination as to how the conflict will be resolved. Any extra work required as a result of an unforeseen service conflict will be ordered and paid for in accordance with City of Flagstaff Amendments to MAG Standard Specifications Section 104.2.3.

Locations of underground utilities shown on the plans are to be regarded as approximate only. Conflicts may still exist that are not noted on the plans. The Contractor is required to locate all utility conflicts before work is started in the area.

APS utility poles and down guys shall remain in place. The design intent is to construct new improvements around and adjacent to existing utility poles without relocating poles. The Contractor is responsible for maintaining the integrity of utility poles and down guys during construction. No separate payment shall be made for protecting, bracing, shoring or otherwise protecting utility poles.

If determined necessary, the Contractor shall coordinate utility relocations with the appropriate utility franchise and provide sufficient time for response prior to construction of proposed improvements (6 weeks minimum).

Utility company contacts are listed below:

Arizona Public Service	Brady Horn	(623) 975-5725
Lumen	Manny Hernandez	(928) 779-4935
Unisource	Martin Conboy	(928) 226-2269
Altice	Jason Quinlan	(928) 202-6237

The Contractor is responsible for locating and coordinating all utility conflicts/relocations in a timely manner as to not delay construction work. Coordination shall include, but not be limited to, direct contact and coordination with all public and private utilities, potholing, survey staking of new improvements, coordination between separate utilities, coordination between sub-contractors and utilities.

SECTION 109 – MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:

(Replace the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

109.4 COMPENSATION FOR ALTERATION OF WORK:

(Revise to include)

Allowance and Contingency items will only be paid if explicitly authorized in a City of Flagstaff Construction Field Order from the City's Project Manager.

PART 200 – EARTHWORK

SECTION 201 CLEARING AND GRUBBING

201.2 PRESERVATION OF PROPERTY

Trees greater than 10-inches diameter to be removed have been called out on the construction plans. Trees 10-inches in diameter or less within the construction limits are NOT called out individually for removal but are intended to be removed as part of clearing and grubbing unless otherwise indicated on the plans.

The Contractor shall take care to not damage any existing trees intended to remain. Refer to Section 107.9 of these Special Provisions for details.

Prior to tree removal, the contractor shall perform a field visit with the City to determine if any trees called out for removal can be left in place.

The Contractor shall trim all existing trees within 30-ft of the Construction Limits that overhang or conflict with new improvements. Trees shall be trimmed to maintain 8' clear height over public improvements unless otherwise directed by the City. The Contractor shall engage a Certified Arborist to direct the tree trimming work. All work associated with tree trimming is included in the Clear and Grub Pay Item.

201.6 MEASUREMENT, REMOVAL AND DISPOSAL OF TREES

Tree diameters used for determining tree removal quantities are based on measurements taken during an updated tree survey conducted in August of 2024. The tree diameters measured during the survey are shown on the plans adjacent to the symbol for each tree. Payment for tree removal will be based on the diameter shown on the plans at the unit bid price. In the event that the tree diameter is not shown on the plans, tree removal will be included in the bid price for clearing and grubbing, regardless of tree diameter at the time of construction.

(A) Trees 10-inches or less in diameter will be included in the bid price for clearing and grubbing and no additional compensation will be made.

(B) Trees more than 10-inches in diameter will be included as a separate bid item and payment will be made at the unit bid price.

SECTION 205 ROADWAY EXCAVATION

205.2 UNSUITABLE MATERIAL:

(second and third paragraphs, revise to read as follows)

Material that is unsuitable for the intended use, including fat clays, shall be excavated and removed from the site or otherwise disposed of as directed by the City Inspector and City Project Manager. Removal of unsuitable material includes removal of expansive high plasticity 'fat' clays 3-ft below concrete slabs on grade in accordance with the Report on Geotechnical Investigation and Addendum No. 1, see Appendix A. An allowance (per cubic yard) has been established for removal and disposal of unsuitable material. Removal of unsuitable material includes replacement with suitable backfill material.

See also Section 104.2.3.

205.5 Slopes

Tolerance on slope matchup is 0.1 FT.

205.7 MEASUREMENT:

(revise to include the following)

Earthwork is incidental to construction of the FUTS. No additional payment will be made for excavation.

Rock excavation is incidental to construction of the FUTS. No additional payment will be made for rock excavation.

The extent of unsuitable material shall be measured in the field by the City Inspector and paid for at the contract unit price bid per cubic yard. The Contractor is responsible for estimating and accounting for earthwork, import/haul off.

SECTION 206 STRUCTURE EXCAVATION AND BACKFILL

206.1 DESCRIPTION

The work under this section shall be in accordance with Section 206 of the MAG Standard Specifications and as modified herein and by the structural plans.

(revise to include the following)

Retaining wall construction includes excavation in accordance with the Report on Geotechnical Investigation and Addendum No. 1, see Appendix A, including but not limited to:

1. Subsoils at the site are **NOT** suitable for support of retaining walls on shallow spread footings, therefore **all footings should bear directly on decomposed Moenkopi Sandstone bedrock** or on over-excavated footing trenches extending down to the Moenkopi Sandstone then backfilled with concrete slurry.
2. High plasticity clay (CH) is never acceptable for use as retaining wall backfill.

Excavation and backfill are incidental to retaining wall construction.

Temporary slope construction shall be in accordance with the Report on Geotechnical Investigation Addendum No. 1, see Appendix A.

206.5.2 PAYMENT:

(revise to include the following)

Excavation, backfill, slurry backfill, and temporary slope protection are incidental to retaining wall construction. No separate payment will be made for excavation, backfill, slurry backfill and temporary slope protection.

SECTION 211 FILL CONSTRUCTION

211.2 PLACING:

Construction of permanent cut & fill slopes shall be in accordance with the Report on Geotechnical Investigation and Addendum No. 1, see Appendix A, including but not limited to:

1. Generally, permanent cut or fill slopes should be no steeper than 2 horizontal to 1 vertical (2:1).
2. Where fills are made on hillsides or slopes, the slope of the original ground upon which the fill is to be placed shall be plowed or scarified deeply or where the slope ratio of the original ground is steeper than 5 horizontal to 1 vertical (5:1), the bank shall be stepped or benched to remove all loose soils and to provide a level surface for placement of fill.
3. A minimum bench width of 8 feet is typically recommended for the first lift (toe) of any fill placed on a slope.

SECTION 220 – RIPRAP CONSTRUCTION

220.2 MATERIALS

(revise to include the following)

Rock used for riprap shall be visually compatible with natural surroundings. White or light grey or other visually incompatible colored rock will not be accepted. The contractor shall provide a material submittal including a physical sample of the rock to be used.

PART 300 – STREETS AND RELATED WORK

SECTION 301 SUBGRADE PREPARATION

301.1 DESCRIPTION:

The work under this section shall be in accordance with Section 301 of the MAG Standard Specifications.

301.8 PAYMENT:

(revise to include the following)

No separate payment will be made for subgrade preparation. The cost thereof shall be included in the price bid for Portland Cement Concrete, Stabilized Aggregate, or Asphalt Pavement.

SECTION 310 PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.1 DESCRIPTION:

The work under this section shall be in accordance with Section 310 of the MAG Standard Specifications.

Cinders are not suitable base material and shall be removed from the roadway base. Removal of cinders is incidental to construction.

The Contractor may use crushed/milled asphalt concrete for roadway base course material if it complies with City of Flagstaff and MAG specifications. The Contractor is required to provide testing data to the City on each batch of processed material and as requested by the City to assure consistent quality.

310.5 PAYMENT:

(revise to include the following)

No separate payment will be made for base material or subgrade preparation. The cost thereof shall be included in the price bid for Asphalt Concrete Pavement and Portland Cement Concrete. See Specification Section 321.

SECTION 321 PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.1 DESCRIPTION:

The work under this section shall be in accordance with Section 321 of the MAG Standard Specifications and the City of Flagstaff addendum to the MAG Specifications.

321.2 MATERIALS AND MANUFACTURE:

The asphalt type shall be a ¾" mix and approved by the City of Flagstaff.

321.8 PLACEMENT:

(revise to include the following)

Sufficient trucks shall be available to enable paving to proceed continuously. Failure to provide a sufficient number of trucks may be considered a failure of the Contractor's responsibilities under Section 108.6 of the MAG Standard Specifications.

321.12 MEASUREMENT:

(revise to include the following)

Asphalt concrete will be measured by the square yard of material complete in place including base material (ABC) and subgrade preparation.

321.13 PAYMENT:

(revise to include the following)

Payment for asphalt construction will be paid for at the contract price per square yard for asphalt concrete pavement section.

Pay Item:	Pay Unit:
3”AC/6”ABC	Square Yard

SECTION 329 TACK COAT

329.1 DESCRIPTION:

(revise to include the following)

The work under this section shall be in accordance with Section 329.

PAYMENT:

(replace with the following)

No separate payment shall be made for Tack Coat. Payment for Tack Coat is incidental to the cost of the asphalt pavement section construction.

SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY and ALLEY ENTRANCE

340.1 DESCRIPTION

(revise to include)

The concrete FUTS shall be constructed to the dimensions indicated on the plans and construction details.

A Bid Add (1) has been included for construction of the Feeder FUTS. The alignment of the FUTS will be adjusted in the field as described below.

340.2.1

(revise to include)

Detectable warnings shall be cast iron, uncoated, in accordance with City of Flagstaff Engineering Detail 10-10-043. City approved manufacturers are East Jordan Iron Works and Neenah Foundry Co. The Contractor shall submit shop drawings for approval prior to installation from East Jordan Iron Works, Neenah Foundry Co or approved equal.

340.3 CONSTRUCTION METHODS:

Two weeks prior to construction of the FUTS feeder trail (Bid Add) the Contractor shall have the centerline of the trail staked every 50-ft based on the construction plans. Stakes shall include cut/fill to finished grade. After staking the feeder trail, the Contractor shall review the alignment with the City in the field. The centerline of the trail shall be adjusted to minimize cut and fill, tree removal, and trail slope.

See Section 205 for requirements for Unsuitable Material

340.5 MEASUREMENT:

Measurement for work under this Section shall be in accordance with Section 340 of the MAG Standard Specifications. Measurement for FUTS Concrete construction, Type 'A' Curb & Gutter, Type 'A' Single Curb, and driveways includes all work necessary for a complete installation, including ABC material and subgrade preparation.

340.6 PAYMENT:

FUTS Concrete construction shall be paid by the Square Foot (SF) as defined on the construction plans. No additional payment will be made for extra or sloppy work. FUTS Feeder Concrete construction shall be paid by the Square Foot (SF) of concrete installed.

340.7 ACCEPTANCE: (New Section)

In accordance with Section 107.10, the Contractor is responsible for protecting the finished surface of concrete by keeping footprints, names, etc., from becoming part of the finished product. This may require special scheduling of materials, delivery and/or manpower. All defaced concrete will be replaced by the Contractor at no extra cost to the City. Patching is not acceptable.

SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION

The work under this section shall be in accordance with Section 350 of the MAG Standard Specifications and as modified herein. This work includes removal of all existing improvements within the Construction Limits shown on the plans.

Asphalt and concrete shall be sawcut at the construction limits. For asphalt and concrete driveway match-ups, the sawcut shall be a straight line.

SECTION 398 PERMANENT PAVEMENT STRIPING (NEW SECTION)

398.1 DESCRIPTION

The work under this section shall be in accordance with the City of Flagstaff Addendum to MAG, 21-01-0530. All pavement markings shall be in accordance with the Arizona Department of Transportation Standard Specification Section 709 – Dual Component Pavement Markings.

398.2 PAYMENT

Payment will be at the contract unit prices.

SECTION 510 CONCRETE BLOCK MASONRY

510.1 DESCRIPTION

The work under this section shall be in accordance with Section 510 of the MAG Standard Specifications and as modified herein and by the structural plans.

510.1.1 MATERIALS (NEW SECTION)

Concrete masonry units shall be split face block, matching the color of CD&E's existing retaining wall. The contractor shall submit material submittal for approval prior to construction.

510.2 CONSTRUCTION

(revise to include the following)

See Section 206 for Retaining Wall excavation requirements.

Excavation and backfill are incidental to construction.

Temporary slope construction shall be in accordance with the Report on Geotechnical Investigation Addendum No. 1, see Appendix A.

510.6 PAYMENT:

(revise to include the following)

Payment for retaining wall construction will be at the contract price per square foot of retaining wall including rebar, concrete footing, grout, excavation to bedrock, concrete slurry, backfill, weep holes, gravel and all work necessary for a complete installation.

SECTION 540 STACKED ROCK WALL (NEW SECTION)

540.1 DESCRIPTION

The work under this section shall consist of construction of stacked rock walls and head walls.

540.2 MATERIAL

Rock used for wall and head wall construction shall be visually compatible with natural surroundings. White or light grey or other visually incompatible colored rock will not be accepted. The contractor shall provide a material submittal including a physical sample of the rock to be used.

Rock shall be angular and shall not exceed 2:1 ratio for flat and/or elongated pieces when determined by ASTM D4791. Rounded aggregate is not allowed.

The loss by abrasion in the Los Angeles Abrasion Machine, determined as prescribed in ASTM C535, shall not exceed 40 percent (by weight) after 100 revolutions.

540.4 PAYMENT

Payment for rock walls will be at the contract price per square foot exposed rock face and includes all work necessary for a complete installation. Payment for rock headwalls will be at the contract price per each headwall and includes all work necessary for a complete installation.

SECTION 701 AGGREGATE

701.1 GENERAL

The work under this section shall be in accordance with Section 701 and 702 of the MAG Standard Specifications and as modified herein.

Aggregate surface material shall be cinnamon brown and acceptable to the City of Flagstaff. Cinnamon brown aggregate is available from MDI Rock. The contractor shall provide a material submittal including a physical sample of the rock to be used.

Aggregate surface material shall meet the following gradation requirements:

SIEVE SIZE (SQUARE OPENINGS)	PERCENT BY WEIGHT PASSING SIEVE
¼"	100
No. 4	95 – 100
No. 8	68 – 95
No. 10	60 – 68
No. 16	49 – 60
No. 30	35 – 49
No. 40	30 – 35
No. 50	25 - 30
No. 100	20 - 25
No. 200	13 - 20

END OF SPECIAL PROVISIONS

APPENDIX A

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

www.speedie.net



REPORT ON GEOTECHNICAL INVESTIGATION

DESIGNATION: FUTS-Switzer Canyon Trail

LOCATION: Terrace Avenue
Flagstaff, AZ

CLIENT: Peak Engineering, Inc.

PROJECT NO: 171250SF

DATE: September 12, 2017

3331 East Wood Street ▪ Phoenix, AZ 85040 ▪ Phone (602) 997-6391 ▪ Fax (602) 943-5508
4025 East Huntington Drive, Suite 140 ▪ Flagstaff, AZ 86004 ▪ Phone (928) 526-6681 ▪ Fax (928) 526-6685
3125 E. 47th Street ▪ Tucson, AZ 85713 ▪ Phone (520) 514-9411 ▪ Fax (520) 514-9474

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

TABLE OF CONTENTS

1.0 INTRODUCTION 1

2.0 GENERAL SITE AND SOIL CONDITIONS 1

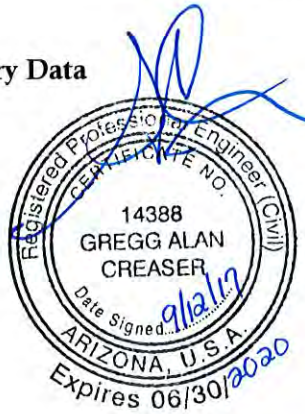
2.1 Site Conditions 1
2.2 General Subsurface Conditions 2

3.0 ANALYSIS AND RECOMMENDATIONS 2

3.1 Analysis 2
3.2 Site Preparation 4
3.3 Foundation Design 5
3.4 Retaining Wall Design 6
3.5 Seismic Design Parameters 6
3.6 Lateral Pressures 7
3.7 Fill and Backfill 8
3.8 Utilities Installation 9
3.9 Slabs-on-Grade 10
3.10 Temporary Cut/Fill Slope Limitations 10
3.11 Permanent Cut/Fill Slope Limitations 11

4.0 GENERAL 12

APPENDIX – Field and Laboratory Data



1.0 INTRODUCTION

This report presents the results of a subsoil investigation carried out at the site of a proposed Flagstaff Urban Trail System (FUTS) trail extension to Switzer Canyon beginning at Terrace Avenue, in Flagstaff, Arizona. The area investigated is located on the eastern end of the proposed trail, near the end of Terrace Avenue.

Preliminary information calls for the construction of a concrete FUTS trail and retaining wall located near the end of Terrace Avenue. The trail will be cut into the existing slope with planned retaining wall on the uphill side of the trail. An existing CMU retaining wall is located below proposed trail location. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time.

This report herein assumes fills of less than 5 feet and cuts on the order of 5 to 10 feet. If fills greater than 5 feet and/or cuts greater than 5 to 10 feet are required to reach finished grades, this office should be contacted for additional recommendations. If any significant changes are made in the scope of work or type of construction that was assumed in this report, we must review such revised conditions to confirm our findings if the conclusions and recommendations presented hereafter are to apply.

2.0 GENERAL SITE AND SOIL CONDITIONS

2.1 Site Conditions

The investigated site is bounded on the north by private residential property, on the west by Terrace Avenue, on the south by a retaining wall and parking lot for Civil Design and Engineering (CD&E) with W. Rt. 66 beyond, and on the east by undeveloped forested land. At the time of the investigation the site was undeveloped land with scattered exposed basalt boulders along the southern edge of the site. Moenkopi Sandstone bedrock was exposed behind the CD&E building on the eastern end of the site. The proposed location of the FUTS trail is currently steeply sloped to the south above the existing retaining wall. The site is covered with low lying grasses and scattered deciduous trees. Also present at the surface was a minor amount of deleterious debris (metal, wood, plastic, and glass) in the form of surficial trash. The trash was observed in borings below the surface to depths of 5 feet and indicates the crest of the current slope is likely comprised of fill materials. Site drainage is generally towards the south.

2.2 General Subsurface Conditions

Subsoil conditions at the site are somewhat variable. The upper fill soils typically consist of sandy lean clay with subordinate amounts of gravel. Underlying these upper soils are typically a layer of fat clay soils overlying decomposed Moenkopi Sandstone. The Moenkopi Sandstone was generally encountered at shallower depths on the eastern end of the site. Standard Penetration Resistance Tests (SPT) values range from 10 to 32 blows per foot in the upper fill or clay soils. SPT values of 50+ bpf were typically encountered in the strata identified as decomposed Moenkopi Sandstone bedrock or areas of cobbles. Based on visual and tactile observation, the upper soils were in a dry to moist state at the time of investigation, typically below or near the plastic limit of the soil.

Laboratory testing indicates liquid limits ranging from 26 to 36 percent with plasticity indices ranging from 5 to 22 percent. Volume increase (swell) due to wetting of the upper low plasticity clay soils is on the order of 0.3 percent when re-compacted to moistures and densities normally expected during construction and confined to 100 psf. The fat clay soils likely exhibit much higher shrink-swell potential.

No groundwater was encountered at the time of our investigation. However, it is not uncommon to have seasonally perched water that may be encountered at the soil/bedrock interface.

3.0 ANALYSIS AND RECOMMENDATIONS

3.1 Analysis

Analysis of the field and laboratory data indicates that the **subsoils at the site are NOT desirable** for support of the proposed cast in place cantilever retaining walls on shallow spread footings. Due to construction restraints, it would not be possible to remove and replace the unsuitable soils with engineered fill. Therefore, **all footings should bear directly on decomposed Moenkopi Sandstone bedrock or on over-excavated footing trenches extending down to the Moenkopi Sandstone then backfilled with concrete slurry**. The depth to rock (14 feet below existing grade) will make this option very challenging and may not be feasible with the private property on the uphill side limiting temporary cut slopes. Conventional slab-on-grade construction will also be subject to remedial earthwork. Although complete removal of the fill soils and high plasticity 'fat' clay would provide the best support, removal of 14+ feet of soil for slab-on-grade support would not be economically feasible. Assuming that increased risk for settlement and slab cracking is acceptable to the owner, it is acceptable to over-excavate fill soils to a depth of 3 feet below bottom of slab elevation to provide support for slabs-on-grade. Pinning/doweling of the joints is recommended to reduce differential movement and the creation of tripping hazards. Consideration should also be given to using an interlocking concrete paver system that would be more flexible and not crack due to differential settlement of the fills.

It is recommended to consider using a more flexible wall gravity system such as gabion walls or pre-cast blocks such as Redi-Rock or similar system. Or segmental walls if space allows. (https://www.redi-rock.com/). These could be designed to bear on the fill with the understanding there will be some differential settlement. For gravity structures bearing on fill, foundations should be placed at a minimum depth of 30 inches below finished exterior grade within 5 feet of the structure.

To minimize surcharge loading on the existing retaining wall, we recommend that the footings bear on decomposed Moenkopi Sandstone bedrock. For footings bearing on this sandstone, or slurry extended to the sandstone, an influence angle of 45 degrees may be used between adjacent footings. Footings placed outside of this zone of influence will ensure that surcharge loading on the existing retaining wall will remain at or below 10% of the total surcharge load. For gravity retaining structures founded in the fill materials, it is recommended to maintain a minimum setback from the lower wall, equal to 3.5 times the footing width (3.5B) to ensure that surcharge loading of the existing retaining wall will remain at or below 10% of the total surcharge load. Based on loading information and cross sections provided, the completed retaining wall and FUTS trail will not place any additional surcharge on the existing retaining wall. Temporary surcharges will be placed on the existing wall from traffic during construction of the upper retaining wall. **It is recommended to instrument the lower, existing retaining wall and monitor daily during construction for any movement or increased cracking.** Following project completion the FUTS trail in the area of the retaining wall should not be used for truck traffic and should have snow removal performed by hand unless it can be demonstrated that the existing retaining wall can be surcharged.

It is recommended that cast in place (CIP) cantilever retaining structures be founded on shallow spread footings bearing directly on undisturbed, clean, decomposed Moenkopi Sandstone bedrock or lean two-sack concrete slurry at a minimum depth of 30 inches below finished exterior grade within 5 feet of the structure. The footings need only be excavated plan width. If bedrock is encountered shallower than 30 inches below finished grade, it will need to be removed to allow for a minimum bearing depth of 30 inches below finished grade within 5 feet of the structure for exterior wall footings. Pinning of the footings to shallow rock is not acceptable due to the inability to create a tight bedrock/concrete seal to minimize water infiltration under the footings and because the high porosity of the sandstone bedrock would also allow for absorption of water and subsequent freezing conditions would cause expansion beneath the footings. The bedrock should be cleaned of all soil and organic material (i.e. tree roots, pine needles, etc.) within the footing excavations. This may require removing soils from fractures to expose a clean rock surface. Due to the possibility of encountering rock at variable depths, stepping of the footings may be required. It is also acceptable to backfill with lean two-sack concrete slurry to proposed footing bottom elevation to avoid the need for stepped footings. Although different bearing media may be encountered at 30 inches below finished grade, bearing the rigid, cast in place structure on anything other than Moenkopi Sandstone or slurry extended down to sandstone is not allowed.

Fill soils were encountered to depths of 5 to 10.5 feet below existing grades with fat clay below the fill. Basalt boulders and cobbles maybe encountered in the fill and native soils above the sandstone surface that may require rock excavation techniques. The presence of shallow boulders or bedrock may make site preparation, foundation excavation, and utilities installations very difficult. Fractured material and cobbles/boulders may interfere with neat foundation excavations and result in soil disturbance. This may result in concrete overages for foundation pours and/or the need to re-compact soils in the areas disturbed. Excavating may be difficult in areas with large boulders or where bedrock is highly competent. Basalt boulders and cobbles removed from cut areas may be processed by means of crushing and re-used in fill areas provided that it meets the gradation and placement requirements (see sections "Site "Preparation" and "Fill and Backfill"). If shallow bedrock is encountered within 1 foot of finished subgrade elevation for the slab-on-grade, it should be removed to allow for at least a 1 foot cushion of low-expansive fill beneath the slab to help reduce the potential for cracking. For exterior slabs-on-grade, frequent jointing is recommended to control cracking and reduce tripping hazards should differential movement occur.

Construction restraints due to private property, existing trees, and slope layback requirements during constructions, may require the use of temporary slope retaining structures. Sheet piles are not recommended due to possible cobbles/boulders in the soil matrix. H-piles and lagging may be an option, however cobbles and boulders may also impact the driving of the H-piles. Soil nail walls are an option if a construction easement can be obtained for the soil nail penetrations into the private property. Soil nails typically penetrate approximately 0.8 times the height of the wall (0.8H). A permanent soil nail wall may also be considered if sculpting of the shotcrete face is aesthetically acceptable to the project owner. A permanent soil nail wall, while requiring an easement for the nail penetration, could eliminate the anticipated construction challenges as outlined in this report.

3.2 Site Preparation

The entire area to be occupied by the proposed construction should be stripped of all vegetation, debris, rubble and obviously loose surface soils. Any deleterious material such as trees, stumps, topsoil, and major root systems within 5 feet of any structure (including contiguous sidewalks, or asphalt pavement) should be removed due to their negative effects on foundations/slabs-on-grade. The high plasticity, expansive clays, if encountered, should be removed in their entirety below slabs-on-grade and fill soils should be over-excavated to a minimum depth of 3 feet below bottom of slab elevation.

Foundations for CIP rigid structures should bear on decomposed sandstone bedrock. If bedrock is encountered shallower than 30 inches below finished grade, it will need to be removed to allow for a minimum bearing depth of 30 inches below finished grade within 5 feet of the structure for wall footings.

For foundations to be placed directly on the sandstone, the bedrock should be cleaned of all soil and organic material (i.e. tree roots, pine needles, etc.) within the footing excavations. This may require removing soils and clay from fractures to expose a clean rock surface. This will create a barrier of concrete and bedrock, which will reduce the potential of moisture infiltration.

Foundations for flexible gravity structures may bear on 8 inches of scarified and re-compacted native/fill soils, provided fat clay (CH) soils are not encountered. If fat clay soils are encountered, removal of a minimum of 2 feet and replacement with a low expansive fill material will be required. Foundations should bear at a minimum depth of 30 inches below finished exterior grade within 5 feet. It may be easiest to place the foundation at the depth required to meet the over-excavation requirements of the adjacent slab-on-grade FUTS trail.

All cut areas that are to receive slab fill should be scarified 8 inches, moisture conditioned to optimum (±2 percent) and compacted to at least 95 percent of maximum dry density as determined by ASTM D-698. Scarification of rock is not necessary.

3.3 Foundation Design

It is recommended that the structure be founded on shallow spread footings bearing on undisturbed, clean decomposed Moenkopi Sandstone bedrock or lean two-sack slurry at a minimum depth of 30 inches below finished exterior grade. If site preparation is carried out as set forth herein, a recommended safe allowable bearing capacity of **4,000 psf** can be utilized for design. For flexible structures founded on the fill materials, a safe allowable bearing capacity **of 2,000 psf** may be utilized for design. This bearing capacity refers to the total of all loads, dead and live, and is a net pressure. It may be increased one-third for wind, seismic or other loads of short duration. All footing excavations should be level and cleaned of all loose or disturbed materials. Positive drainage away from the proposed buildings must be maintained at all times.

Continuous wall footings should be designed with a minimum width of 16 inches, regardless of the resultant bearing pressure. Continuous footings should be reinforced to distribute stresses arising from small differential movements, and long walls should be provided with control joints to accommodate these movements. Reinforcement and control joints are suggested to allow slight movement and prevent minor floor slab cracking.

Estimated settlements under design loads for structures bearing on decomposed bedrock will be negligible to ½ inch. Estimated settlements under design loads for structures bearing on fill materials may exceed 1 inch. Positive drainage away from structures, and controlled routing of runoff should be

provided to prevent ponding adjacent to walls. Care should be taken in design and construction to insure that storm drain water is provided adequate drainage channels away from the wall.

3.4 Retaining Wall Design

Expansive native soils should not be used as retaining wall backfill, except as a surface seal to limit infiltration of storm/irrigation water. The expansive pressures could greatly increase active pressures.

For retaining wall design, it is our recommendation to use a wet unit weight of 125 pcf, with a friction angle of 22 degrees and 0 psf cohesion for the retained earth portion using existing on-site soils (lean clays to silty sands). High plasticity clay (CH) is never acceptable for use as retaining wall backfill. This assumes compaction of the backfill to be compacted to 95% of the maximum dry density in accordance with ASTM D698.

Providing drainage behind and around retaining wall structures is critical. Allowances should be made to prevent ponding of water adjacent to any walls. Free draining granular materials should be used for backfill directly behind the retaining wall and drainage exits should designed to allow any accumulated water to escape. Improper drainage can significantly impact/shorten the satisfactory service life of retaining structures.

3.5 Seismic Design Parameters

The project area is located in a seismic zone that is considered to have low to moderate historical seismicity. The USGS database shows that there is a 25-30% chance of a major earthquake, magnitude greater than 5.0, within 50km of Flagstaff, AZ within the next 50 years. The most recent earthquake within 30 miles of Flagstaff, AZ was a 2.7 Magnitude in April, 2017. The largest earthquake within 30 miles of Flagstaff, AZ was a 4.7 Magnitude in 2014. Liquefaction is not considered a concern due to the shallow depth of bedrock.

Although borings were not advanced to 100 feet, based on the nature of the subsoils encountered in the test pits and geology in the area, Site Class Definition, Class C (Section 1613, 2012 IBC) may be used for design of the retaining structures. In addition, the following seismic parameters may be used for design (based on 2008 USGS maps adopted by 2012 IBC):

Table 3.5.1 Seismic Parameters

MCE[1] spectral response acceleration for 0.2 second period, S_S:	0.358g
MCE[1] spectral response acceleration for 1.0 second period, S_1:	0.103g
Site coefficient, Fa:	1.2
Site coefficient, Fv:	1.697
MCE[1] spectral response acceleration adjusted for site class, S_{MS}:	0.430g
MCE[1] spectral response acceleration adjusted for site class, S_{M1}:	0.174g
5% Damped spectral response acceleration, S_{DS}:	0.286g
5% Damped spectral response acceleration, S_{D1}:	0.116g
NOTES 1: MCE = maximum considered earthquake	

3.6 Lateral Pressures

The following lateral pressure values may be utilized for the proposed construction:

Active Pressure	
Unrestrained Walls	35 pcf
Restrained Walls	60 pcf
Passive Pressure	
Continuous Footings	200 pcf
Spread Footings or Drilled Piers	250 pcf
Coefficient of Friction *(With Passive Pressure)*	0.35
Coefficient of Friction *(Without Passive Pressure)*	0.45
Coefficient of Friction *(Clean Decomposed Bedrock)*	0.55

All backfill must be compacted to not less than 95 percent (ASTM D-698) to mobilize these passive values at low strain. Expansive native soils should not be used as retaining wall backfill, except as a surface seal to limit infiltration of storm/irrigation water. The expansive pressures could greatly increase active pressures. The exposed rock cut must be cleaned of all loose debris by high pressure air or water to take advantage of the higher coefficient of friction.

3.7 Fill and Backfill

Native/Fill lean clay soils are suitable for use in grading fills, beneath slabs, under foundations, and as retaining wall backfill. Any deleterious materials should be removed by screening or hand picking. Any soils with a classification of CH should not be used beneath foundations, slabs, or as retaining wall backfill. Oversized material (> 3 inches) should be removed or reduced in size.

Specification	Common	Below Foundations[2]
Passing 3″/75mm	100%	100%
Passing #200/.075mm	≤60%	15-60%
Liquid Limit	<30%	<30%
Plasticity Index	<10%	<10%
Swell[1]	<1.5	<1.5

Notes:
1. Swell potential when compacted to 95 percent of maximum dry density (ASTM D-698) at a moisture content of 2 percent below optimum, confined under a 100 psf surcharge, and inundated.
2. Cinder based products may be used below foundations provided they meet the required specifications.

Imported common fill for use in site grading should be examined by a Soils Engineer to ensure that it is of low swell potential and free of organic or otherwise deleterious material. In general, the fill should have 100 percent passing the 3-inch sieve and not more than 60 percent passing the 200 sieve. For the fine fraction (passing the 40 sieve), the liquid limit and plasticity index should not exceed 30 percent and 10 percent, respectively. It should exhibit less than 1.5 percent swell potential when compacted to 95 percent of maximum dry density (ASTM D-698) at a moisture content of 2 percent below optimum, confined under a 100 psf surcharge, and inundated.

Although “clean” cinders often times meet our fill specifications for placement beneath slabs, they may pose difficulties during construction. Due to their granular nature and lack of sufficient fines, “clean” cinders are a free draining material. As a result, they may be difficult to properly moisture condition and water may infiltrate the cinders and saturate the underlying soils. This could result in an unstable support for foundations and building slabs. Excess water, as a result of moisture conditioning, is often observed at the interface between the fill and underlying less permeable material. This often results in free water accumulating in foundation excavations prior to the placement of concrete. Free water and loose saturated soils would need to be removed prior to placement of concrete. “Clean” cinders also pose difficulties in trenching operations due to the inability to excavate neat trenches. With the lack of fines and cohesive soils, the clean cinders generally slough and vertical walls are hard to maintain. If a cinder based product is used for import fill above foundation bottom elevation, consideration should be given to a “dirty” cinder product that meets the fill criteria for placement beneath foundations.

Fill should be placed on subgrade which has been properly prepared and approved by a Soils Engineer. Fill must be wetted and thoroughly mixed to achieve optimum moisture content, ±2 percent. Granular fill (ASTM Classification GW, GP, SW, SP) can be placed on the dry side of optimum at the discretion of the geotechnical engineer on record.

Fill should be placed in horizontal lifts of 8-inch thickness (or as dictated by compaction equipment) and compacted to the percent of maximum dry density per ASTM D-698 as set forth below. Frozen material shall not be placed, nor shall fill be placed upon frozen grade.

A.	Building Areas	
1.	Fills > 5 feet below finished grade	97
2.	Fills < 5 feet below finished grade	95
3.	Below slabs-on-grade (non-expansive soils)	95
4.	Below slabs-on-grade (expansive soils)	Not Recommended
B.	Pavement Subgrade or Fill	95
C.	Utility Trench Backfill	
1.	More than 2.0' below finish subgrade	95
2.	Within 2.0' of finish subgrade (non-granular)	95
3.	Within 2.0' of finish subgrade (granular)	100
D.	Aggregate Base Course	
1.	Below slabs/sidewalks	95
E.	Landscape Areas	
1.	Miscellaneous fill	90
2.	Utility trench - more than 1.0' below finish grade	85
3.	Utility trench - within 1.0' of finish grade	90

3.8 Utilities Installation

The presence of large scattered basalt boulders may make site preparation, foundation excavation, and utilities installation difficult. While borings conducted for this investigation did not encounter refusal on basalt boulders, based on visual observations, basalt boulders will be encountered. It is possible to encounter boulders at varying depths and it should not be assumed to be consistent as it can be locally shallower or deeper than indicated by the site investigation. Excavations in the decomposed Moenkopi Sandstone should be relatively straightforward unless areas of increased competence are encountered. Loose soils, fractured material, and cobbles/boulders may interfere with neat foundation and trench excavations resulting in soil disturbance. If trenches are greater than shoulder-height, precautions must be taken to protect workmen.

Backfill of trenches may be carried out with native excavated material provided material greater than 3 inches is broken down or removed. Material used for backfill of trenches should be moisture-conditioned, placed in 8 inch lifts and mechanically compacted. Water settling is not recommended. Compaction requirements are summarized in the "Fill and Backfill" section of this report.

3.9 Slabs-on-Grade

To facilitate fine grading operations and aid in concrete curing, a 4-inch thick layer of granular material conforming to the gradation for Aggregate Base Course (A.B.C.) as per M.A.G. Specification Section 702 should be utilized beneath the slab. Dried subgrade soils **must** be re-moistened prior to placing the A.B.C. if allowed to dry out.

The high plasticity, expansive clays, if encountered, should be removed in their entirety below slabs-on-grade and fill soils should be over-excavated to a minimum depth of 3 feet below bottom of slab elevation. The high plasticity clayey material should be replaced with **a minimum of 3 feet** of low-expansive import meeting the specification of *Section 3.6 Fill and Backfill* in this report. If shallow bedrock is encountered within 1 foot of finished subgrade elevation, it should be removed to allow for at least a 1 foot cushion of low-expansive fill beneath the slab to help reduce the potential for cracking.

3.10 Temporary Cut/Fill Slope Limitations

Care should be taken during excavation not to endanger nearby existing structures, roadways, utilities, etc. Depending on proximity, existing structures (including utilities) may require shoring, bracing or underpinning to provide structural stability and protect personnel working in the excavation. **It is recommended that a preconstruction survey of the existing house near the crest of the slope be performed to document existing distress and cracking.**

Based on a soil slope stability analysis performed for this project, for temporary excavations it is acceptable to cut the slope at a ¼:1 (horizontal to vertical) ratio with a maximum cut slope height of 10 feet, however special care will be needed to ensure the safety of this slope during construction. Temporary cut slopes that meet these conditions, with field verification by this office, are stable with a Factor of Safety of 1.2. Any surcharging or construction traffic must be kept back a minimum of 12 feet from the crest of the slope/cut. The cut should be inspected daily, or following a precipitation event, by a representative of this office before commencement of work to ensure that the cut slope continues to be acceptable and safe. If any soil movement, tension crack formation, or other signs of instability are observed, work should be halted immediately until a representative of this office can inspect the cut slope and make a determination regarding a safe continuation of work. Boulders, encountered during excavations, may lead to soil disturbance and

prevent the use of this recommendation. If boulders are encountered, this office should be contacted to observe the excavation and determine if this cut slope recommendation is still applicable.

3.11 Permanent Cut/Fill Slope Limitations

Care should be taken during excavation not to endanger nearby existing structures, roadways, utilities, etc. Depending on proximity, existing structures (including utilities) may require shoring, bracing or underpinning to provide structural stability and protect personnel working in the excavation.

Generally, permanent cut or fill slopes should be no steeper than 2 horizontal to 1 vertical (2:1). Where particular conditions make it appropriate to vary from these slopes, these must be addressed on a case by case basis, either in this report or at special request directed to a representative of this office. Steeper cut slopes in stable rock may be possible (depending of geology), however are not very likely in soils. Determination of acceptable steeper slope ratios is predicated on a stability analysis of the specific geometry, determinations of soil and groundwater characteristics, structure setbacks, surcharge loads and slope stabilization.

In accordance with Building Code requirements, all occupied structures should be set back from the crest (top edge) of the slope such that the outer edge of the nearest foundation is no closer than a distance equal to at least one third (⅓) of the total height of the slope. See specific building code requirements for additional detail and/or placement of structures at the bottom (toe) of slopes.

Where fills are made on hillsides or slopes, the slope of the original ground upon which the fill is to be placed shall be plowed or scarified deeply or where the slope ratio of the original ground is steeper than 5 horizontal to 1 vertical (5:1), the bank shall be stepped or benched to remove all loose soils and to provide a level surface for placement of fill. Ground slopes which are flatter than 5 to 1 may require benching when considered necessary by a representative of this office. The benches should be cut wide enough to remove loose surface soils and allow proper compaction of fills. A minimum bench width of 8 feet is typically recommended for the first lift (toe) of any fill placed on a slope. This width may be reduced at the direction of the field engineer depending on the presence of loose soils, slope steepness, exposed rock and lift thickness.

Placement and obtaining compaction of fill adjacent to fill slopes may be very difficult. Depending on soil type and final slope configuration, it may be necessary to over-build the slope and cut back to the final configuration to obtain the required degree of compaction.

4.0 GENERAL

The scope of this investigation and report does not include regional considerations such as seismic activity and ground fissures resulting from subsidence due to groundwater withdrawal, nor any considerations of hazardous releases or toxic contamination of any type.

Our analysis of data and the recommendations presented herein are based on the assumption that soil conditions do not vary significantly from those found at specific sample locations. Our work has been performed in accordance with generally accepted engineering principles and practice; this warranty is in lieu of all other warranties expressed or implied.

We recommend that a representative of the Geotechnical Engineer observe and test the earthwork and foundation portions of this project to ensure compliance to project specifications and the field applicability of subsurface conditions which are the basis of the recommendations presented in this report. If any significant changes are made in the scope of work or type of construction that was assumed in this report, we must review such revised conditions to confirm our findings if the conclusions and recommendations presented herein are to apply.

Respectfully submitted,
SPEEDIE & ASSOCIATES, INC.

Jeremy DeGeyter, E.I.T.

Registered Geologist
CERTIFICATE NO.
50535
CLAY WARD
SPENCER
Date Signed 9/12/17
ARIZONA U.S.A.
Expires 03/31/19

Clay W. Spencer, R.G.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
14388
GREGG ALAN
CREASER
Date Signed 9/12/17
ARIZONA, U.S.A.
Expires 06/30/2020

Gregg A. Creaser, P.E.

SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers

APPENDIX

FIELD AND LABORATORY INVESTIGATION

SOIL BORING LOCATION PLAN

SOIL LEGEND

LOG OF SOIL BORINGS

TABULATION OF TEST DATA

MOISTURE-DENSITY RELATIONS

SWELL TEST DATA

DIRECT SHEAR DATA

TEMPORARY SLOPE STABILITY ANALYSIS

FIELD AND LABORATORY INVESTIGATION

On July 7th, 2017, three structural soil borings were excavated at the approximate locations shown on the attached Soil Boring Location Plan. All exploration work was carried out under the full-time supervision of our staff engineer, who recorded subsurface conditions and obtained samples for laboratory testing. The borings were excavated with a CME-75 drill rig utilizing 7-inch diameter hollow stem augers. Detailed information regarding the soil borings and samples obtained can be found on an individual Log of Test Boring prepared for each location.

Laboratory testing consisted of grain-size distribution and plasticity (Atterberg Limits) tests for classification and design parameters. Direct shear testing was performed to obtain retaining wall design parameters and fill properties. Remolded swell tests were performed on samples compacted to densities and moisture contents expected during construction. All field and laboratory data are presented in this appendix.



– APPROXIMATE SOIL BORING LOCATIONS

Drawing Courtesy of Google

SOIL BORING LOCATION PLAN

DR:JMD	CHK:CWS	REV:	DATE: 07-19-17	PROJECT NO. 171250SF

FUTS-Switzer Canyon Trail
Terrace Ave
Flagstaff, Arizona

SPEEDIE AND ASSOCIATES
GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS
4025 E. HUNTINGTON, SUITE 140 FLAGSTAFF, ARIZONA 86004

TMPLT_2000.CAD 10/23/00

SOIL LEGEND

SAMPLE DESIGNATION		DESCRIPTION	
	AS	**Auger Sample**	A grab sample taken directly from auger flights.
	BS	**Large Bulk Sample**	A grab sample taken from auger spoils or from bucket of backhoe.
	S	**Spoon Sample**	Standard Penetration Test (ASTM D-1586) Driving a 2.0 inch outside diameter split spoon sampler into undisturbed soil for three successive 6-inch increments by means of a 140 lb. weight free falling through a distance of 30 inches. The cumulative number of blows for the final 12 inches of penetration is the Standard Penetration Resistance.
	RS	**Ring Sample**	Driving a 3.0 inch outside diameter spoon equipped with a series of 2.42-inch inside diameter, 1-inch long brass rings, into undisturbed soil for one 12-inch increment by the same means of the Spoon Sample. The blows required for the 12 inches of penetration are recorded.
	LS	**Liner Sample**	Standard Penetration Test driving a 2.0-inch outside diameter split spoon equipped with two 3-inch long, 3/8-inch inside diameter brass liners, separated by a 1-inch long spacer, into undisturbed soil by the same means of the Spoon Sample.
	ST	**Shelby Tube**	A 3.0-inch outside diameter thin-walled tube continuously pushed into the undisturbed soil by a rapid motion, without impact or twisting (ASTM D-1587).
	--	**Continuous Penetration Resistance**	Driving a 2.0-inch outside diameter "Bullnose Penetrometer" continuously into undisturbed soil by the same means of the spoon sample. The blows for each successive 12-inch increment are recorded.

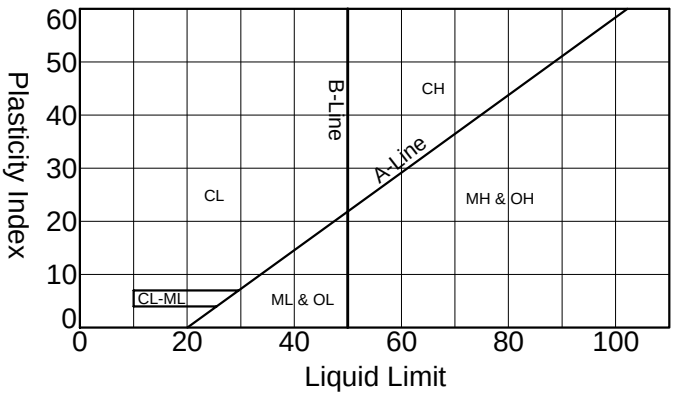
CONSISTENCY			RELATIVE DENSITY	
Clays & Silts	Blows/Foot	Strength (tons/sq ft)	Sands & Gravels	Blows/Foot
Very Soft	0 - 2	0 - 0.25	Very Loose	0 - 4
Soft	2 - 4	0.25 - 0.5	Loose	5 - 10
Firm	5 - 8	0.5 - 1.0	Medium Dense	11 - 30
Stiff	9 - 15	1 - 2	Dense	31 - 50
Very Stiff	16 - 30	2 - 4	Very Dense	> 50
Hard	> 30	> 4		

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS (MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE)	GRAVEL AND GRAVELLY SOILS (MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE)	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS (MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE)	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS (MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE)	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL OR MODIFIED SYMBOLS MAY BE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS OR TO PROVIDE A BETTER GRAPHICAL PRESENTATION OF THE SOIL

MATERIAL SIZE	PARTICLE SIZE			
	Lower Limit		Upper Limit	
	mm	Sieve Size ◆	mm	Sieve Size ◆
SANDS				
Fine	0.075	#200	0.42	#40
Medium	0.420	#40	2.00	#10
Coarse	2.000	#10	4.75	#4
GRAVELS				
Fine	4.75	#4	19	0.75" ×
Coarse	19	0.75" ×	75	3" ×
COBBLES	75	3" ×	300	12" ×
BOULDERS	300	12" ×	900	36" ×

◆U.S. Standard ×Clear Square Openings



Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 25 50)
0	Fill: Very Stiff Brown SANDY LEAN CLAY (CL-Dry to Moist) with Little Gravel	RS-2	3.5	NT	NT	
5	Wood in Sample at 5 Feet	RS-3	6.0	NT	NT	
7.5		BS-1	7.5	NT	NT	
	Stiff Dark Brown FAT CLAY (CH-Moist) with Trace Gravel	S-4	9.0	NT	NT	
10		S-5	11.5	NT	NT	
14.0						
15	Very Dense Reddish Brown SILTY SAND (SM-Dry to Moist) with Trace Gravel (Decomposed Moenkopi Sandstone)					
16.5		S-6	16.5	NT	NT	74/12"
	End of Boring					
20						

Boring Date: **7-7-17**
Field Engineer/Technician: **G. Chott**
Driller: **G. Midkiff**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-1**

FUTS- Switzer Canyon Trail

Terrace Avenue

Flagstaff, Arizona

Project No.: **171250SF**

_SPEEDIE 171250SF.GPJ GENGEO.GDT 8/2/17

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot
0	Fill: Very Stiff Reddish Brown SANDY CLAY (CL-Moist) with Trace Gravel	RS-2	3.5	NT	NT	
		AS-1	4.0	NT	NT	
5	Hard Drilling at 5 Feet, Glass in Sample at 5 Feet	RS-3	5.0	NT	NT	51/12"
	Increased Cobbles at 7 Feet	RS-4	7.3	NT	NT	50/3"
10		RS-5	10.0	NT	NT	
	10.5 Hard Brown FAT CLAY (CH-Moist) with Trace Gravel 12.0					
	Hard Brown SANDY/SILTY CLAY (CL/ML-Moist) with Trace Gravel (Decomposed Moenkopi Sandstone)	RS-6	12.8	10.5	114.4	68/10"
15	15.5 End of Boring	S-7	15.5	NT	NT	63/12"
20						

Penetration Resistance Blows per Foot: 0, 25, 50

Boring Date: **7-7-17**
Field Engineer/Technician: **G. Chott**
Driller: **G. Midkiff**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-2**

FUTS- Switzer Canyon Trail

Terrace Avenue

Flagstaff, Arizona

Project No.: **171250SF**

_SPEEDIE 171250SF.GPJ GENGEO.GDT 8/2/17

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 25 50)
0	Fill: Dense Brown SANDY CLAY (CL-Dry to Moist) with Some Gravel Hard Drilling from 0 to 5 Feet Due to Cobbles					
		RS-2	4.4	NT	NT	50/5"
5	5.0 Hard Reddish Brown GRAVELLY/SILTY CLAY (CL-Moist) with Some Sand (Decomposed Moenkopi Sandstone)					
		BS-1	7.0	NT	NT	
		RS-3	8.0	NT	NT	54/12"
		RS-5	9.7	10.1	114.8	94/8"
10		AS-4	10.0	NT	NT	
		S-6	14.8	NT	NT	73/10"
15	15.8 End of Boring					
20						

Boring Date: **7-7-17**
Field Engineer/Technician: **G. Chott**
Driller: **G. Midkiff**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-3**

FUTS- Switzer Canyon Trail

Terrace Avenue

Flagstaff, Arizona

Project No.: **171250SF**

_SPEEDIE 171250SF.GPJ GENGEO.GDT 8/2/17

TABULATION OF TEST DATA

SOIL BORING or TEST PIT NUMBER	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE INTERVAL (ft)	NATURAL WATER CONTENT (Percent of Dry Weight)	IN-PLACE DRY DENSITY (Pounds Per Cubic Foot)	PARTICLE SIZE DISTRIBUTION (Percent Finer)					ATTERBERG LIMITS			UNIFIED SOIL CLASSIFICATION	SPECIMEN DESCRIPTION
						#200 SIEVE	#40 SIEVE	#10 SIEVE	#4 SIEVE	3" SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
B-1	BS-1	BULK	0.0 - 7.5	NT	NT	54	65	73	81	100	36	14	22	CL	SANDY LEAN CLAY with GRAVEL
B-2	RS-6	RING	12.0 - 12.8	10.5	114.4	65	94	95	100	100	26	21	5	CL-ML	SANDY SILTY CLAY
B-3	RS-5	RING	9.0 - 9.7	10.1	114.8	57	61	66	72	100	28	21	7	CL-ML	GRAVELLY SILTY CLAY with SAND

Sieve analysis results do not include material greater than 3". Refer to the actual boring logs for the possibility of cobble and boulder sized materials.

NT=Not Tested

Sheet 1 of 1

FUTS- Switzer Canyon Trail
Terrace Avenue
Flagstaff, Arizona
Project No. 171250SF

SPEEDIE AND ASSOCIATES

MOISTURE-DENSITY RELATIONS

PROJECT: FUTS- Switzer Canyon Trail **PROJECT NO.: 171250SF**

LOCATION: Terrace Avenue **DATE: 7/7/17**

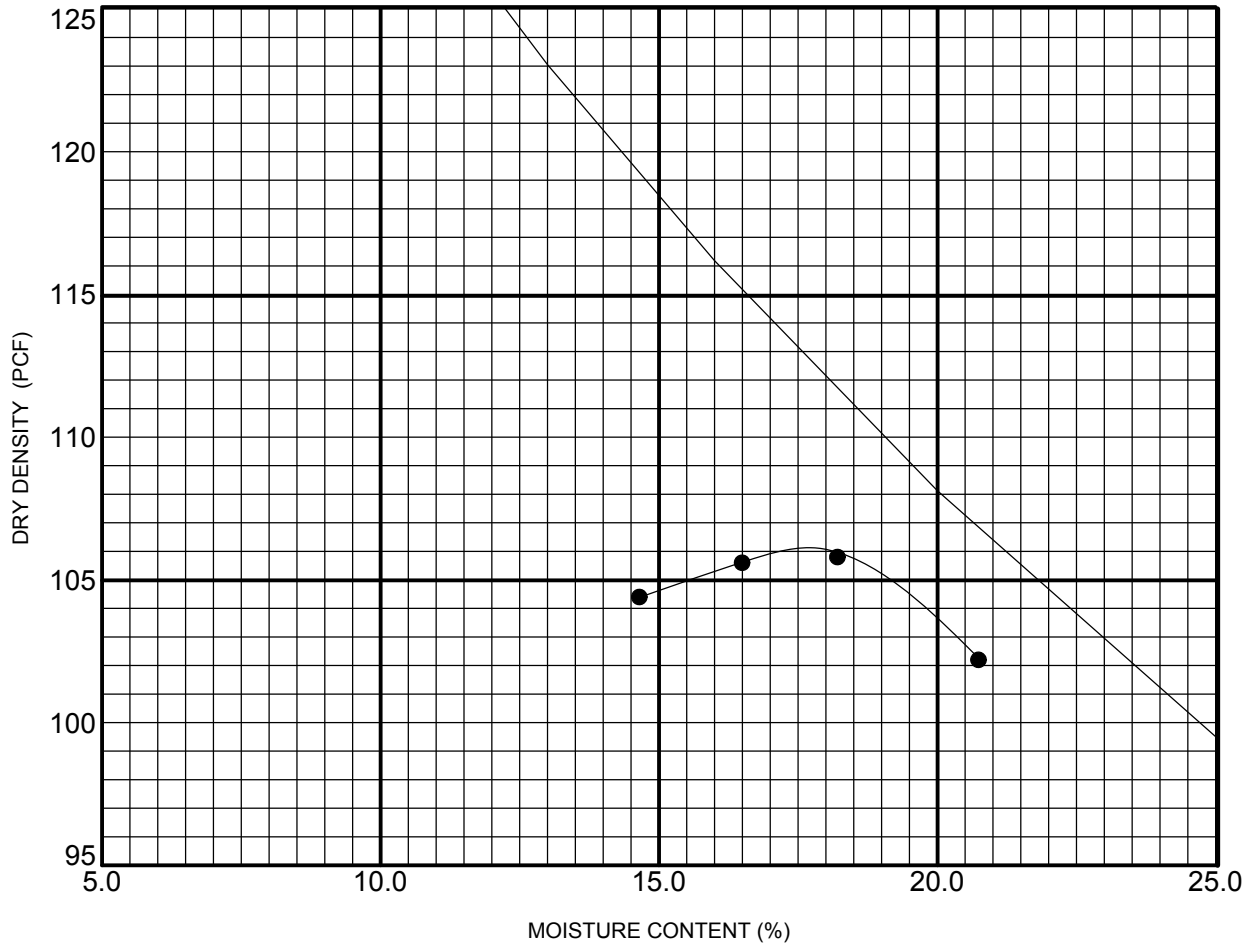
BORING NO.: B-1 **SAMPLE NO.: BS-1** **SAMPLE DEPTH: 0 to 7.5** **LABORATORY NO.: VH819**

METHOD OF COMPACTION: D698A

LIQUID LIMIT: 36 **PLASTIC LIMIT:** 14 **PLASTICITY INDEX:** 23

CLASSIFICATION: GC **ASTM SOIL DESCRIPTION:** CLAYEY GRAVEL with SAND

MAXIMUM DRY DENSITY: **106.1 PCF** OPTIMUM MOISTURE CONTENT: **17.8%**



SPEEDIE AND ASSOCIATES

GEOTECH PROCTOR 171250SF.GPJ 7/21/17

SWELL TEST DATA

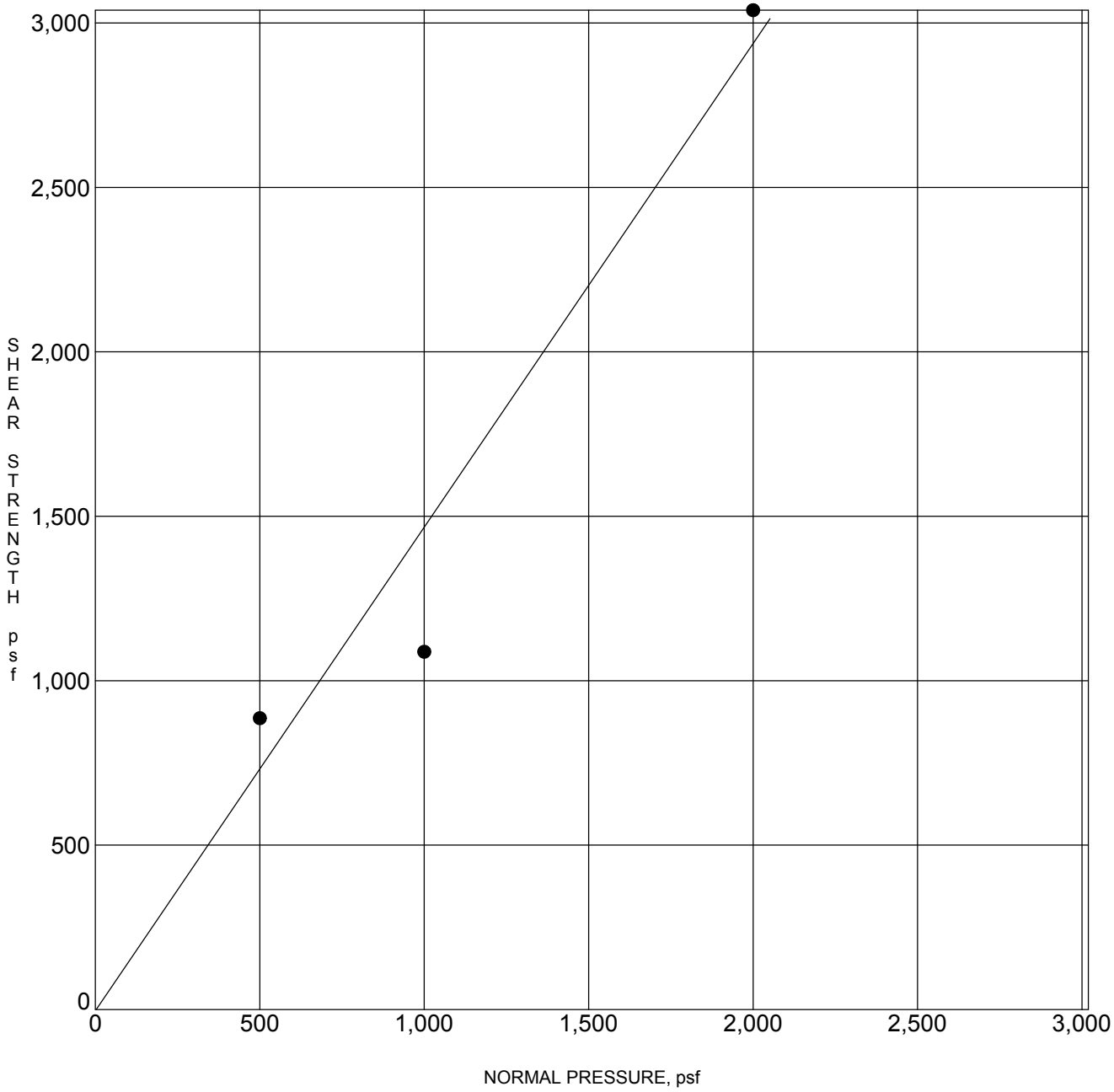
BORING or TEST PIT No.	SAMPLE DEPTH, ft	MAXIMUM DRY DENSITY (pcf)	OPTIMUM MOISTURE CONTENT (%)	REMOLDED DRY DENSITY (pcf)	INITIAL MOISTURE CONTENT (%)	PERCENT COMPACTION	FINAL MOISTURE CONTENT (%)	CONFINING LOAD (psf)	TOTAL SWELL (%)
B-1, BS-1	7.5	106.1	17.8	101.5	15.7	95.7	24.1	100	0.3

FUTS- Switzer Canyon Trail
Terrace Avenue
Flagstaff, Arizona
Project No. 171250SF

SPEEDIE AND ASSOCIATES

SWELL TEST 171250SF.GPJ GENGEO.GDT 8/2/17

SHEAR TEST DIAGRAM



	Specimen Identification		Cohesion, psf	Friction Angle	DD	MC%
●	**B-2**	**12.0**	**0.0**	**55.0**	**116.4**	**10.2**

PROJECT **FUTS- Switzer Canyon Trail - Terrace Avenue**

JOB NO. **171250SF**

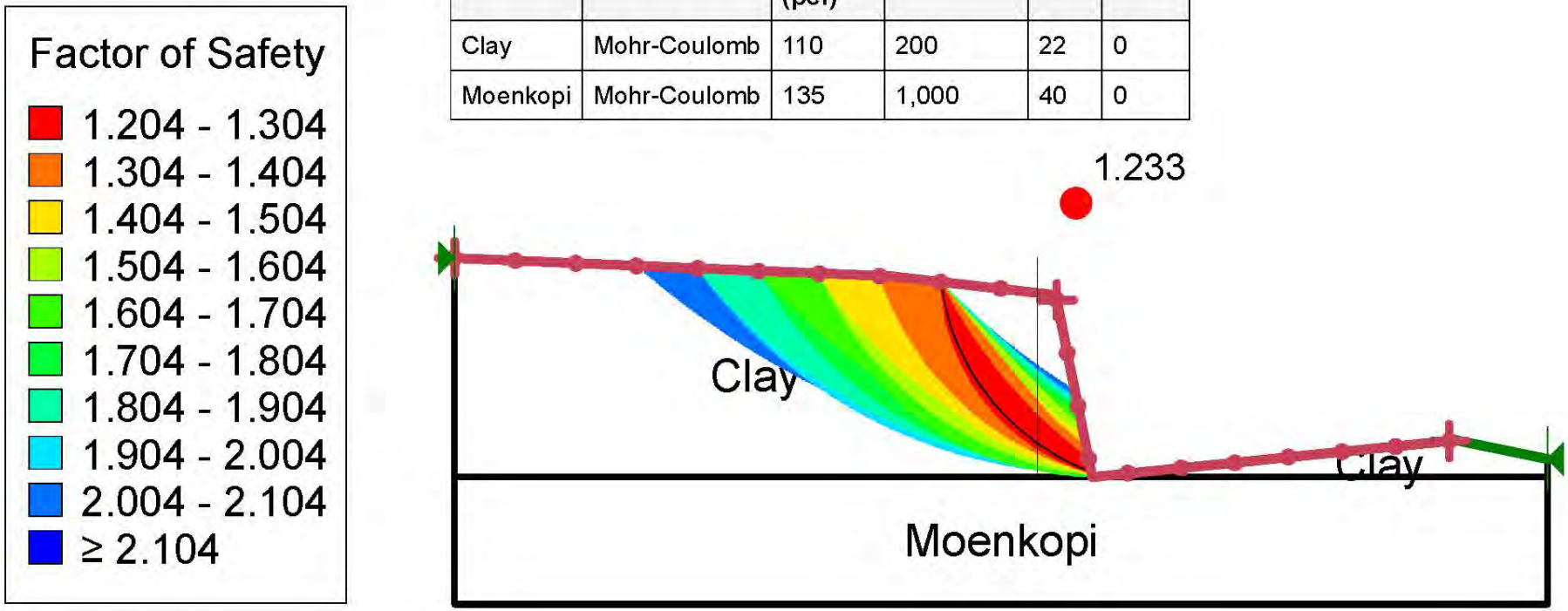
DATE **7/7/17**

SPEEDIE AND ASSOCIATES

GEOTECH DIRECT SHEAR 171250SF.GPJ 8/3/17

FUTS Temporary Slope Stability
1/4(h):1(v)

Name	Model	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)	Phi-B (°)
Clay	Mohr-Coulomb	110	200	22	0
Moenkopi	Mohr-Coulomb	135	1,000	40	0



TMPLT_2000.CAD 10/23/00

SLOPE STABILITY ANALYSIS

DR:JMD	CHK:CWS	REV:	DATE: 09-12-17	PROJECT NO. 171250SF

FUTS-Switzer Canyon Trail
Terrace Ave
Flagstaff, Arizona

SPEEDIE AND ASSOCIATES
GEOTECHNICAL/ENVIRONMENTAL/MATERIALS ENGINEERS
4025 E. HUNTINGTON, SUITE 140 FLAGSTAFF, ARIZONA 86004

SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers

SLOPE/W Analysis

Report generated using GeoStudio 2016. Copyright © 1991-2017 GEO-SLOPE International Ltd.

File Information

File Version: 8.16
Title: Switzer Canyon FUTs
Created By: Clay Spencer
Date: 9/12/2017
Time: 10:39:23 AM

Analysis Settings

SLOPE/W Analysis

Kind: SLOPE/W
Method: Bishop
Settings
PWP Conditions Source: (none)
Slip Surface
Direction of movement: Left to Right
Use Passive Mode: No
Slip Surface Option: Entry and Exit
Critical slip surfaces saved: 1
Resisting Side Maximum Convex Angle: 1 °
Driving Side Maximum Convex Angle: 5 °
Optimize Critical Slip Surface Location: No
Tension Crack
Tension Crack Option: (none)
F of S Distribution
F of S Calculation Option: Constant
Advanced
Number of Slices: 30
F of S Tolerance: 0.001
Minimum Slip Surface Depth: 0.1 ft

Materials

Clay

Model: Mohr-Coulomb
Unit Weight: 110 pcf
Cohesion': 200 psf
Phi': 22 °
Phi-B: 0 °

Moenkopi

Model: Mohr-Coulomb
Unit Weight: 135 pcf
Cohesion': 1,000 psf
Phi': 40 °
Phi-B: 0 °

Current Slip Surface

Slip Surface: 1,076
F of S: 1.204
Volume: 43.644464 ft³
Weight: 4,800.891 lbs
Resisting Moment: 63,275.908 lbs-ft
Activating Moment: 52,562.083 lbs-ft
F of S Rank (Analysis): 1 of 1,331 slip surfaces
F of S Rank (Query): 1 of 1,331 slip surfaces
Exit: (64.961417, 28.192913) ft
Entry: (56.67115, 38.703206) ft
Radius: 15.887969 ft
Center: (72.129758, 42.371857) ft

March 23, 2018

Caleb Lanting, P.E.
Peak Engineering, Inc.
PO Box 790
Flagstaff, AZ 86002

RE: Project No. 171250SF
FUTS-Switzer Canyon Trail
Terrace Ave
Flagstaff, AZ
Addendum No. 1

Dear Mr. Lanting:

Speedie & Associates prepared a Geotechnical Investigation Report, S&A Project No. 171250SF, dated September 12, 2017 for the above referenced project. This addendum addresses additional slope configurations for temporary slopes and modifies our recommendation for complete removal of expansive high plasticity 'fat' clays, if encountered, under concrete slabs-on-grade. Recommendations contained in the original geotechnical report are still valid unless specifically addressed and modified in this addendum. This addendum should be attached to the original geotechnical report and made a part thereof.

Previous recommendations provided a ¼(h):1(v) (horizontal:vertical) slope configuration with a factor of safety of 1.2 for temporary cut slopes up to 10 feet in height. It is our understanding that cuts on the order of 14 feet have been estimated based on the depth that the Moenkopi Sandstone was encountered in Boring B-1. Due to the increase in slope height, the ¼(h):1(v) slope configuration was used to evaluate a temporary cut slope, 14 feet in height. Based on the limited equilibrium slope stability analysis, the cut slope exhibited a factor of safety of 1.0.

In limit equilibrium theory, the factor of safety is defined as the ratio of the resisting forces to the driving forces. When the factor of safety is less than 1, the driving forces exceed the resisting forces and failure is expected to occur. Safety factors between 1.3 and 3.0 are often used for permanent slopes depending upon risk exposure, in conjunction with sound engineering judgment. For temporary slopes during construction, with proper monitoring, a minimum safety factor of 1.2 was previously used and is recommended.

In light of the low factor of safety for a cut slope 14 feet in height, configured at ¼ (h):1(v), additional slope configurations were evaluated for cut slopes up to 20 feet in height in the event that the Moenkopi Sandstone is not encountered at the estimated elevation. Soil and rock parameters used in the original slope stability analysis were used for this evaluation as well. Based on the results, the following slope configurations are provided that present factor of safeties greater than 1.2.

Maximum Cut Slope Height (ft)	Slope Configuration (h:v)	Slope Angle (from horizontal)	Minimum Calculated Factor of Safety
10	¼:1	76	1.237
15	⅔:1	56	1.223
20	1:1	45	1.237
Note: Based on a toe of cut, 10 feet from the adjacent property boundary, cut slopes excavated at heights greater than 15 feet at the configurations presented will encroach upon the adjacent property. A construction easement may be necessary or other means of slope mitigation, such as soil nails, may be necessary if the decomposed Moenkopi Sandstone is not encountered at the anticipated elevation.			

The following criteria are also necessary in order to verify the safety of workers above and below the cut slope.

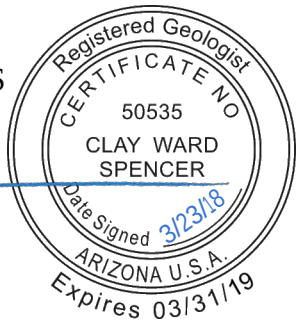
- The cut should be inspected daily, after any precipitation event or after a seismic event greater than 4.0 within 30 miles of the site, by a representative of this office before commencement of work to ensure that the cut slope continues to be acceptable and safe.
- Any surcharging or construction traffic must be kept back a minimum of 12 feet from the crest of the slope/cut.
- If any soil movement, tension crack formation, or other signs of instability are observed, work should be halted immediately until a representative of this office can inspect the cut slope and make a determination regarding a safe continuation of work.
- Boulders, encountered during excavations, may lead to soil disturbance and affect the stability of the slope. If this occurs, modifications to the soil parameter used in the slope stability analysis may be necessary to ensure the stability of the cut slope. If boulders are encountered, this office should be contacted to observe the excavation and determine if these cut slope recommendation are still applicable.

The geotechnical report recommended that “the high plasticity, expansive clays, if encountered, should be removed in their entirety below slabs-on-grade and fill soils should be over-excavated to a minimum depth of 3 feet below bottom of slab elevation”. Where reference is made to removal of the clay soils in their entirety, the recommendation may be modified to read “The existing fill soils should be removed to allow for a minimum of 3 feet of low-expansive material below slabs-on-grade. If high plasticity clays are exposed following removal of the existing fills, additional removal of the clayey soils should be performed to allow for a minimum of 4 feet of low expansive material below slabs-on-grade”.

Please give us a call if you have any questions or if we can be of further assistance.

Respectfully submitted,
SPEEDIE & ASSOCIATES

Clay W. Spencer, R.G.



Attachments: Temporary Slope Stability Data

10' cut – ¼(h):1(v)

File Information

File Version: 8.16
Title: 171520SF FUTS Temporary Slope
Revision Number: 29
Date: 3/22/2018
Time: 12:52:40 PM
Tool Version: 8.16.4.14710
File Name: FUTS Multiple Slope Stability Analysis.gsz
Directory: C:\Users\cspencer\Desktop\
Last Solved Date: 3/22/2018
Last Solved Time: 12:52:44 PM

Project Settings

Length(L) Units: Feet
Time(t) Units: Seconds
Force(F) Units: Pounds
Pressure(p) Units: psf
Strength Units: psf
Unit Weight of Water: 62.4 pcf
View: 2D
Element Thickness: 1

Analysis Settings

10' cut - 1/4(h):1(v)

Method: Bishop
Slip Surface
- Direction of movement: Left to Right
- Use Passive Mode: No
- Slip Surface Option: Entry and Exit
- Critical slip surfaces saved: 1
- Resisting Side Maximum Convex Angle: 1 °
- Driving Side Maximum Convex Angle: 5 °
- Optimize Critical Slip Surface Location: No
- Tension Crack
  - Tension Crack Option: (none)

Advanced
- Number of Slices: 30
- F of S Tolerance: 0.001
- Minimum Slip Surface Depth: 0.1 ft

Materials

Concrete

Model: Bedrock (Impenetrable)

Clay

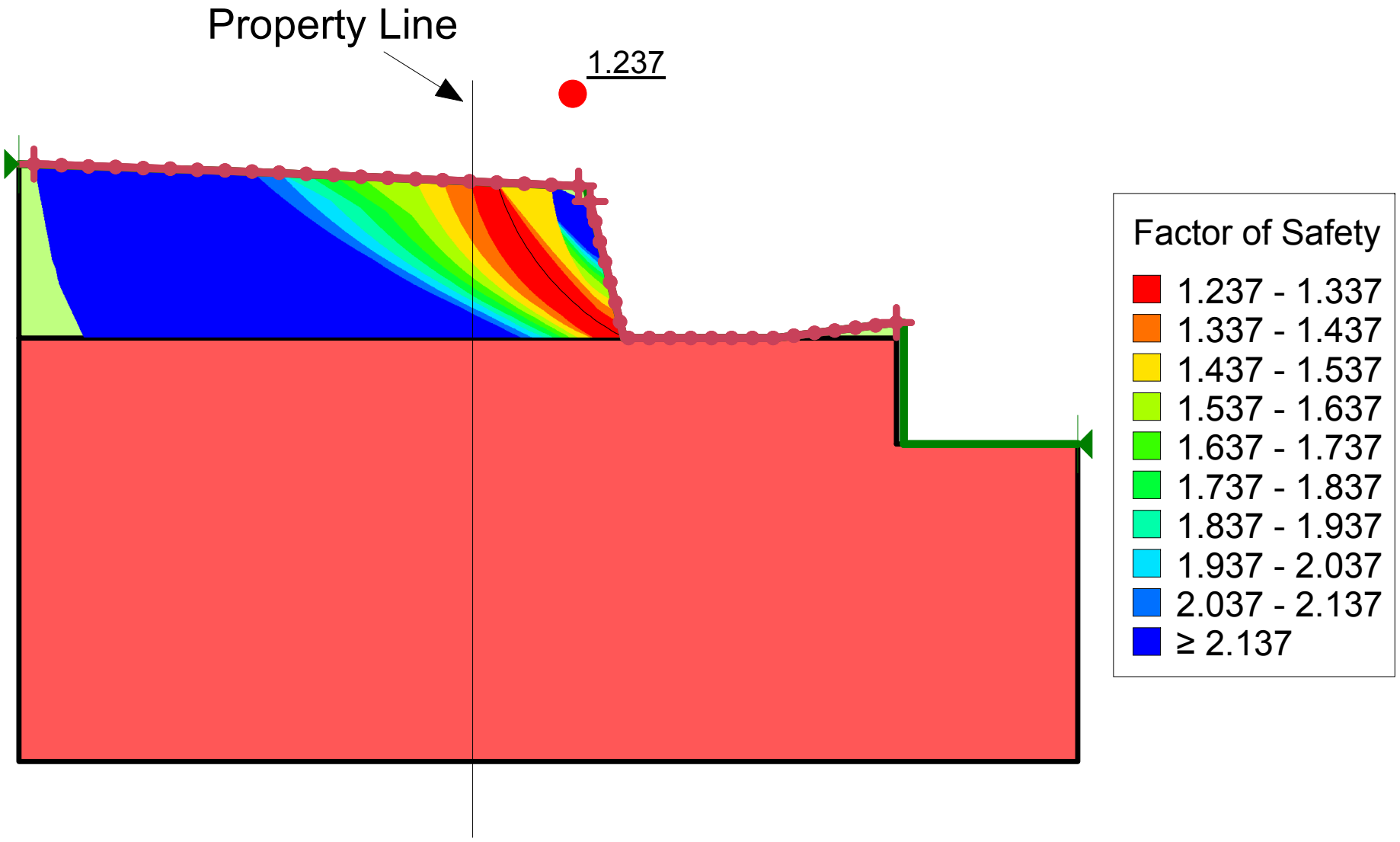
Model: Mohr-Coulomb
Unit Weight: 110 pcf
Cohesion': 200 psf
Phi': 22 °
Phi-B: 0 °

Moenkopi Sandstone

Model: Bedrock (Impenetrable)

Slip Surface Entry and Exit

Left Projection: Range
Left-Zone Left Coordinate: (-29, 39.46667) ft
Left-Zone Right Coordinate: (7, 38.02222) ft
Left-Zone Increment: 20
Right Projection: Range
Right-Zone Left Coordinate: (7.75238, 36.99049) ft
Right-Zone Right Coordinate: (28, 29) ft
Right-Zone Increment: 20
Radius Increments: 50



SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

10' cut - 1/4(h):1(v)

FUTS Multiple Slope Stability Analysis

3/22/2018 1:116

15' cut – ⅔(h):1(v)

File Information

File Version: 8.16
Title: 171520SF FUTS Temporary Slope
Revision Number: 27
Date: 3/22/2018
Time: 12:41:33 PM
Tool Version: 8.16.4.14710
File Name: FUTS Multiple Slope Stability Analysis 3.gsz
Directory: C:\Users\cspencer\Desktop\
Last Solved Date: 3/22/2018
Last Solved Time: 12:41:36 PM

Project Settings

Length(L) Units: Feet
Time(t) Units: Seconds
Force(F) Units: Pounds
Pressure(p) Units: psf
Strength Units: psf
Unit Weight of Water: 62.4 pcf
View: 2D
Element Thickness: 1

Analysis Settings

15' cut - 2/3(h):1(v)

Method: Bishop
Slip Surface
- Direction of movement: Left to Right
- Use Passive Mode: No
- Slip Surface Option: Entry and Exit
- Critical slip surfaces saved: 1
- Resisting Side Maximum Convex Angle: 1 °
- Driving Side Maximum Convex Angle: 5 °
- Optimize Critical Slip Surface Location: No
- Tension Crack
  - Tension Crack Option: (none)

F of S Distribution
- F of S Calculation Option: Constant

Advanced
- Number of Slices: 30
- F of S Tolerance: 0.001
- Minimum Slip Surface Depth: 0.1 ft

Materials

Concrete

Model: Bedrock (Impenetrable)

Clay

Model: Mohr-Coulomb
Unit Weight: 110 pcf
Cohesion': 200 psf
Phi': 22 °
Phi-B: 0 °

Moenkopi Sandstone

Model: Bedrock (Impenetrable)

Slip Surface Entry and Exit

Left Projection: Range
Left-Zone Left Coordinate: (-29, 39.46667) ft
Left-Zone Right Coordinate: (0, 38) ft
Left-Zone Increment: 20
Right Projection: Range
Right-Zone Left Coordinate: (0.66667, 37) ft
Right-Zone Right Coordinate: (28, 29) ft
Right-Zone Increment: 20
Radius Increments: 50



SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

15' cut - 2/3(h):(v)

FUTS Multiple Slope Stability Analysis

3/22/2018 1:116

20' cut - 1(h):1(v)

File Information

File Version: 8.16
Title: 171520SF FUTS Temporary Slope
Revision Number: 35
Date: 3/22/2018
Time: 12:20:57 PM
Tool Version: 8.16.4.14710
File Name: FUTS Multiple Slope Stability Analysis 2.gsz
Directory: C:\Users\cspencer\Desktop\
Last Solved Date: 3/22/2018
Last Solved Time: 12:21:00 PM

Project Settings

Length(L) Units: Feet
Time(t) Units: Seconds
Force(F) Units: Pounds
Pressure(p) Units: psf
Strength Units: psf
Unit Weight of Water: 62.4 pcf
View: 2D
Element Thickness: 1

Analysis Settings

20' cut - 1(h):1(v)

Method: Bishop
Slip Surface
- Direction of movement: Left to Right
- Use Passive Mode: No
- Slip Surface Option: Entry and Exit
- Critical slip surfaces saved: 1
- Resisting Side Maximum Convex Angle: 1 °
- Driving Side Maximum Convex Angle: 5 °
- Optimize Critical Slip Surface Location: No
- Tension Crack
  - Tension Crack Option: (none)

Advanced
- Number of Slices: 30
- F of S Tolerance: 0.001
- Minimum Slip Surface Depth: 0.1 ft

Materials

Concrete

Model: Bedrock (Impenetrable)

Clay

Model: Mohr-Coulomb
Unit Weight: 110 pcf
Cohesion': 200 psf
Phi': 22 °
Phi-B: 0 °

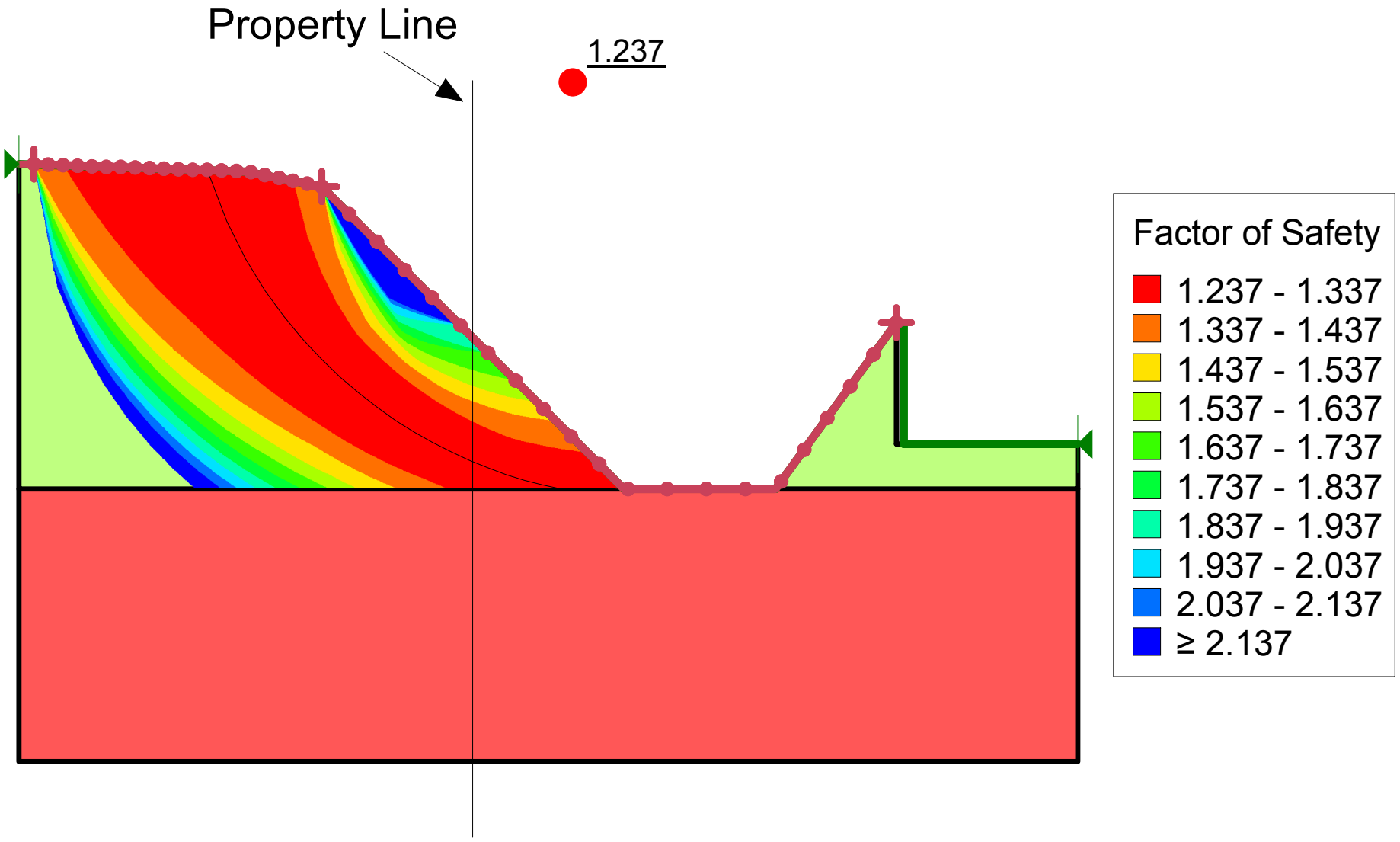
Moenkopi Sandstone

Model: Bedrock (Impenetrable)

Slip Surface Entry and Exit

Slip Surface Entry and Exit

Left Projection: Range
Left-Zone Left Coordinate: (-29, 39.46667) ft
Left-Zone Right Coordinate: (-10, 38) ft
Left-Zone Increment: 20
Right Projection: Range
Right-Zone Left Coordinate: (-10, 38) ft
Right-Zone Right Coordinate: (28, 29) ft
Right-Zone Increment: 20
Radius Increments: 50



SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

20' cut - 1(h):1(v)

FUTS Multiple Slope Stability Analysis

3/22/2018 1:116

APPENDIX B

AS-BUILT PLANS/RECORD DRAWINGS CHECKLIST

for

City of Flagstaff Public Improvements

December 12, 2019

General (applies to entire plan set)

_____ As-Builts/Record Drawings plan set shall contain all sheets from the approved design/construction plan set (cover sheet to last sheet including details). This includes Landscape Plan, Retaining Wall sheets and Resource Protection Plan (if applicable)

_____ As-Built survey data shall tie into the same horizontal and vertical control as that used for the approved construction plans

_____ All plan sheets shall have an Engineer seal per B.T.R. rules.

_____ Certification. All as-built plans shall contain a statement by a licensed professional engineer who is currently registered in the State of Arizona certifying the drawings to be as-built. All plans must also contain the seal and signature of said registered professional.

_____ All survey data given by the as-built plans shall be performed by a registered land surveyor who is currently registered in the State. Plans must show seal and signature of registrant

_____ Any easements or ROW recorded must include the instrument number

_____ If the As-Built Engineer is different from the Design Engineer, provide the As-Built Engineer contact info on cover sheet.

_____ Place "As-Built" or "Record Drawing" lettering and date in lower right hand corner of all sheets.

_____ Improvements deleted in the field shall be crossed out with an "x" and labeled "not built".

_____ Improvements changed from the approved design plans shall be reflected and clearly called out by "clouding".

_____ Plan sheets that represent improvements that were not changed from the approved design plans shall have "Per Plan" placed in the lower right hand corner.

Sanitary Sewer Plans

_____ Improvements built exactly per design plan shall have the elevations/stations noted within parenthesis and marked "AB".

_____ Stations for all manholes, cleanouts, services and lateral stub-outs.

____ Manhole pipe invert elevations (in and out) and manhole rim elevations shall be determined by field surveying.

_____ Pipe lengths indicated on both plan and profile.

_____ Recalculate longitudinal pipe slopes for all pipe segments. (All measurements to MH Centers)

_____ Stations and length of pipe encasements/extra protection.

_____ Anode locations, valves and tracer wire connection stations and cross ties to two permanent structures at least 30" high

Water Plans

_____ Stations of all water services including landscape and fire lines. At least two (2) horizontal cross-ties

_____ Stations of all fire hydrants.

_____ Stations of all valve boxes, blow-offs, and air release valves.

_____ Stations of all bends, tees, and bell restraints.

_____ Profile view of all pipeline vertical alignments, including stations of all fittings, depth to finish grade, and pipe separation dimensions.

_____ Stations and length of pipe encasements/extra protection.

_____ Horizontal cross ties to two permanent structures (fire hydrants, light poles & ID #, power poles & ID #, etc.) for all valve boxes.

_____ Anode locations, valves and tracer wire connection stations and cross ties to two permanent structures at least 30" high

Drainage Plans

_____ Inverts for storm sewer pipes at inlets and manholes shall be determined by field surveying.

_____ Recalculate longitudinal pipe slopes for all pipe segments.

Street/Trail Plans

_____ Stations of all survey monuments – existing and new

_____ Sleeve/conduit/casing types, sizes, locations and stations.

_____ Provide spot elevations at intersections as well as pavement and curb every 500 ft.

Street Lights and Traffic Signal Plans

_____ Stations for all street illumination lights.

_____ Locations of all traffic signal poles, cabinets, J-boxes and related conduits.

_____ Abandonment of existing conduits and facilities.

_____ Location of signage related to traffic signal.

Miscellaneous

_____ Major unexpected dry utility crossings of water and sewer mains

_____ Unforeseen underground structures exposed during water and sewer main construction such as vaults

_____ Major constructed dry utilities

____ ADA compliance within the ROW, spot elevations, cross and longitudinal slopes

CITY OF FLAGSTAFF
AMENDMENTS
to
MAG STANDARD SPECIFICATIONS
FOR PUBLIC WORKS CONSTRUCTION
(General Provisions)

The
MAG UNIFORM STANDARD SPECIFICATIONS
for
PUBLIC WORKS CONSTRUCTION
is hereby amended to include the following:

PART 100 - GENERAL CONDITIONS

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:
(revise to include the following)

If requested by the City, a Bidder shall furnish satisfactory evidence of the Bidder's competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's experience on similar work, a list of equipment that would be available for the work and a list of key personnel that would be available.

In addition, if requested, a Bidder shall furnish the City of Flagstaff with satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether the Bidder's financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the City of Flagstaff.

The Bidder shall submit such "evidence of competency" and "evidence of financial responsibility" to the City of Flagstaff no later than five (5) working days after receipt of a written request by the City of Flagstaff.

Each bidder, contractor and subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes Chapter 10, Title 32.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(revise to include the following)

The Plans, Specifications and other Documents designated in the Contract Documents shall be considered a part of the Contract whether attached or not.
The City of Flagstaff reserves the right to refuse to issue a proposal form or accept a proposal form from a prospective Bidder if they are in default for any of the following reasons:

(A) Failure to comply with any prequalification regulations of the City of Flagstaff, if such regulations are cited or otherwise included in the Proposal as a requirement for bidding;

(B) Failure to pay or satisfactorily settle all bills due for labor and materials on former contracts in force (with the City of Flagstaff) at the time the City of Flagstaff issues the Proposal to a prospective Bidder;

(C) Contractor, as a company owner, has defaulted under previous contract(s) with the City of Flagstaff in the prior five calendar years;

(D) Record of unsatisfactory work on previous contract(s) with the City of Flagstaff in the prior five calendar years.

102.2 CONTENTS OF PROPOSAL PAMPHLET:
(third paragraph, revise last sentence to read as follows)

The work embraced herein shall be done in accordance with the requirements of:

City of Flagstaff Amendments to MAG Standard Specifications for Public Works Construction (General Provisions).

City of Flagstaff (City) Engineering Standards (Current Version and adopted revisions).

Maricopa Association of Governments (MAG), *Uniform Standard Specifications for Public Works Construction*, Current Version (MAG Specifications).

MAG *Standard Details for Public Works Construction,* Current Version and adopted revisions (MAG Details).

Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Current Version and adopted revisions.

In the case of conflict, the following order of precedence shall govern:

1. Special Provisions
2. Construction Plans and Addenda
3. General Provisions and MAG Revisions
4. City of Flagstaff Standards and Specifications
5. MAG Standards and Specifications
6. ADOT Standards and Specifications
7. FHWA Manual of Uniform Traffic Control Devices

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK:
(revise to include the following)

Before submitting a bid, each bidder shall examine the site and obtain information that pertains to the physical conditions of the site that may affect the cost, progress or performance of the work. Any restrictions or difficulties relating to the completion of the work shall be considered in accordance with the terms and conditions of the contract documents.

102.7 IRREGULAR PROPOSALS:
(revise to include the following)

The City of Flagstaff reserves the right to reject any irregular Proposal and the right to waive technicalities for acceptance of Proposals, if such waiver is in the best interest of the City of Flagstaff and conforms to local laws and ordinances pertaining to the letting of construction contracts.
Proposals shall be considered irregular for the following additional reasons:

(A) If the Proposal contains unit prices that are obviously unbalanced.

(B) If the Proposal is not accompanied by the proposal guaranty specified by the City.

102.12 DISQUALIFICATION OF BIDDERS:
(revise to include the following)

A Bidder shall also be considered disqualified if the Bidder is considered in default for any reason specified in Subsection 102.2 as amended by this MAG Amendment.

102.13 SUCCESSFUL BIDDERS:
(revise paragraph to read as follows)

The City of Flagstaff shall provide six (6) sets of plans and Contract Documents at no cost. A direct expense fee shall be charged for any additional copies.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

103.6 CONTRACTOR'S INSURANCE:

103.6.1 GENERAL:

(revise subsection to read as follows)

The Contractor and its Subcontractors, at Contractor's and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, or approved by the City. The insurance company shall be licensed in the State of Arizona. Policies and forms shall be satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work and/or services required to be performed, under the terms of the Contract, are satisfactorily completed and formally accepted. At the sole discretion of the City, failure to do so may constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall not contribute to it.

Contractor shall not fail to comply with the claim reporting provisions of the insurance policies or cause a breach of any insurance policy warranty that would affect coverage afforded under insurance policies to protect the City.

The insurance policies (except Worker's Compensation) shall contain a waiver of transfer of rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retentions, and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Except for Worker's Compensation, the insurance policies, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as additional insureds.

Required Coverage

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

B. OWNERS AND CONTRACTOR'S PROTECTIVE LIABILITY

The Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

C. AUTOMOBILE LIABILITY

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. WORKER'S COMPENSATION

The Contractor shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Consultant's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

E. BUILDER'S RISK (PROPERTY) INSURANCE (AS REQUIRED)

When the project includes construction of a new building, an addition to an existing building, modifications to an existing building, or as otherwise may be required by the contracting agency, the Contractor shall purchase and maintain, on a replacement cost basis, Builder's Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. Such Builder's Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builder's Risk insurance shall be on an all-risk policy form and shall cover false work and temporary buildings. Builder's Risk insurance shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builder's Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction

or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builder's Risk insurance shall be primary and not contributory.
If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverage may be modified by an amendment to the Contract Documents.

CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policies required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.
If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid/project number and project name. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to the City.

SECTION 104 - SCOPE OF WORK

104.1.3 WATER SUPPLY:
(revise to include the following)

Potable water may not be used for major construction activity, such as dust control, soil compaction, or street cleaning. Reclaimed water is available at the Wildcat Hill Wastewater Treatment plant on East Highway 66 and at the south end of Babbitt Drive at the Rio De Flag Water Reclamation Plant. Additional reclaimed water bulk loading sites are located in other areas of the city. The contractor

should obtain current locations from the Water Services Department. **Current rates for the reclaimed water shall apply**. The Contractor is responsible for the cost of construction water and it is considered incidental to the cost of the contract.

Prior to loading, hauling and applying reclaimed water, the Contractor shall be required to obtain the necessary no fee permit at the Wildcat Hill Wastewater Treatment Plant or from the Rio De Flag plant and shall be responsible for complying with all permit and ADEQ requirements regarding the use of reclaimed water.

104.1.4 SPECIAL ACCESS REQUIREMENTS:
(revise to include the following)

The Contractor shall maintain access to all side streets, access roads, driveways, alleys, parking lots and to adjacent properties during their hours of operation. The Contractor shall coordinate with residents and ensure access to all driveways be provided during all non-working hours. Where a property has more than one driveway, no more than one access will be restricted or closed at one time. Should it be necessary to close access to private property, driveways or alley entrances, the closure must be for as short a time as possible and be restored at the end of the work shift. If primary business access cannot be restored, the Contractor shall provide an alternate access, which will be coordinated with the business and pre-approved by the Owner prior to any restrictions being implemented.

104.1.5 SANITATION PICKUP:
When construction activity interferes with pickup, the contractor shall provide for sanitation and recycling vehicle access to the affected properties or relocate the containers where access is acceptable.

104.1.6 EMERGENCY ACCESS:
Street closure information shall be submitted to the City's Project Representative who will forward the information to the Fire Department and Police Department. All notices shall be submitted at least 72 hours in advance of the closures.

104.1.7 POSTAL SERVICE ACCESS:
The contractor shall be responsible for maintaining access for Postal Service within the project area at all times.

104.1.8 SCHOOL BUS ACCESS:
The contractor shall be responsible for maintaining access for bus access within the project area.

104.2 ALTERATION OF THE WORK:

104.2.3 DUE TO EXTRA WORK:
(revise to include the following)

When Allowance and/or Contingency items are provided for in the contract, the funds are encumbered for use at the discretion of the Project Manager. The funds are to cover unanticipated costs to complete items of work not included in the Contract Documents or may be applied to any work deemed necessary by the Owner. Work would include, but not limited to, unanticipated conditions, scope changes, addressing errors or omissions, and/or construction changes that are warranted for project completion consistent with the purpose of the work.

The amount of the allowance item is determined by the City and is not subject to individual bid pricing. The allowance is not part of the bidding process and per the City of Flagstaff Procurement Manual, will be added to the contract amount, if approved by the City Council.

The allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract. Any work which is to be paid out of this allowance shall be authorized in writing and approved by Field Order prior to proceeding with the work. Extra work shall be paid for in the following order of precedence:
1.) by extension of unit bid prices, 2.) by negotiated price or 3.) by a time and materials basis in accordance with MAG Section 109.5.

It shall be understood that the amount for this item in the proposal is an estimate only and no guarantee is given that the full amount or any portion thereof will be utilized. It shall not be utilized without first obtaining an approved Field Order signed by the Contractor and the Project Manager.

105.2.1 RECORD DRAWING PREPARATION AND COORDINATION
(revise to include new subsection as follows)

Record drawing preparation shall be the obligation of the Contractor whose purpose is to accurately record and depict the as-built conditions. During the construction phase and prior to backfilling or covering of improvements, the Contractor shall have the work surveyed and recorded for record drawing preparation.

The Contractor shall maintain a redline working copy of the project plans which shall include changes made in construction of the project. The redline copy of the plans shall be updated weekly.

105.2.2 RECORD DRAWING (As-Built Plans)
(revise to include new subsection as follows)

The Contractor shall retain an Arizona licensed civil engineer to record as-built information per Arizona Revised Statute § 32-152. Water and sewer record drawing certification shall comply with ADEQ R18-5-508 (drinking water) and ADEQ R18-9-E301 (sewage collection) requirements for as-built drawings. Unless otherwise noted, the City will complete and submit the Engineer's Certificate of Completion to ADEQ.

Prior to the City's final approval and acceptance of public improvements (sanitary sewer, water, storm sewer, streets) record drawings (as-built plans) must be submitted to the City for review and acceptance per Engineering Standard Specifications.

A redline submittal shall be a .pdf and/or two sets of blue or black line paper sets, copied from the originally approved plan set. Redline submittal will be reviewed by the City and returned with applicable comments. Comments are to be addressed and resubmitted for the City's final approval. A reference checklist is available from the Office of the City Engineer.

Upon City and ADEQ (when applicable) review and approval of the submittal, an electronic .pdf of the plans shall be submitted to the City as a permanent record. All record drawing plan sets shall contain a statement by a licensed professional engineer, currently registered to practice in Arizona, certifying that the drawings are per the as-built condition. The record set requires the seal and signature of the registrant per Arizona Revised Statutes § 32-152. All survey data given by the record drawings shall be performed by a land surveyor who is currently registered in the State of Arizona. Plans must show seal and signature of registrant.

Payment shall be lump sum for all work required to develop the necessary documents, including but not limited to coordination, field inspection, survey, drafting, printing and engineer's seal. The fee shall include as-built information for all record changes within the project area.

SECTION 105 - CONTROL OF WORK

105.8 CONSTRUCTION STAKES, LINES AND GRADES:
(revise entire subsection to read as follows)

The Contractor shall be responsible for all required construction staking, including preconstruction staking for relocation of existing utilities. All construction staking is to be done under the direct supervision of a Registered Land Surveyor or Civil Engineer. All costs associated with this work are

to be included in the amount bid for the items of work to which it is incidental or appurtenant. No separate payment will be made for construction staking.

105.10 INSPECTION OF THE WORK
(revise to include the following)

The Contractor is responsible for Quality Control of the work. The City will perform Quality Assurance; frequency of testing will be determined by the City. The Contractor shall be responsible for coordinating and scheduling all inspections of the work and shall confirm that the required inspections and material testing are completed and accepted prior to proceeding with additional work. The Contractor is required to perform the work to a confidence level that the City's Quality Assurance will validate that the work meets specification(s).

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:
(revise to include the following)

Any work and/or materials condemned by the Project Manager as inferior or not in compliance with the Contract, Specifications and Plans shall be immediately removed by the Contractor. Materials and/or work so condemned shall be removed and promptly replaced and executed in accordance with the Contract, Specifications and Plans without any expense to the Owner. The Contractor shall bear the expense of making good on all work of other contractors destroyed or damaged by such removal and replacement.

105.12 MAINTENANCE DURING CONSTRUCTION:
(revise to include the following)

The Contractor is responsible to provide adequate drainage for the construction area at all times. Damage to any portion of the work caused by the Contractor's failure to provide adequate drainage of the construction area shall be repaired at the Contractor's expense. A contract time extension will not be granted for any additional time required to make such repairs.

The Contractor shall control open excavations and stockpiling in a manner to prevent water from running into excavations. Obstructions of surface drainage shall be avoided and means shall be provided whereby storm water and wastewater can flow uninterrupted in existing or established pipes, flow courses, other surface drains, temporary drains or channels.

Material for backfill or for protection of excavations within public roads or easements shall be placed and shaped to cause the least possible interference to public travel. In no event shall any flows be allowed to enter private property.

The City shall provide snow removal operations on active traffic lanes, outside of Contractor traffic control, only. All other snow removal and maintenance operations shall be the responsibility of the

Contractor, including snow removal on adjacent, open and active streets that are only accessible by travel through project-related street closures, even when outside of project limits. All costs associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary and permanent surface improvements due to damage by any snow removal operations. Snow removed from public roads or easements shall be placed and shaped to cause the least possible interference to public travel, parcel access, drainage, and parking. In no event shall snow be stored on private property.

105.16 MAINTENANCE DURING WINTER SUSPENSION OF WORK
(revise to include new subsection as follows)

The City retains the right to declare a winter shutdown, *for any reason*, on the Project including but not limited to adverse weather conditions. A winter shutdown period is typically December through March during which no work will be performed on the Project.

The Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws.

If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter suspension shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the suspension, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes, outside of Contractor traffic control, only. All other snow removal and maintenance operations shall be the responsibility of the Contractor, including snow removal on adjacent, open and active streets that are only accessible by travel through project-related street closures, even when outside of project limits. All cost associated with snow removal and proper disposal shall be considered incidental to the work including the repair of temporary and permanent surface improvements due to damage from normal wear by any snow removal operations during the Winter Shutdown. Snow removed from public roads or easements shall be placed and shaped to cause the least possible interference to public travel, parcel access, drainage, and parking. In no event shall snow be stored on private property.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

107.1 LAWS TO BE OBSERVED:
(revise to include the following)

(G) TAX EXEMPTION: Certain material, machinery and equipment to be installed in this project is exempt from sales tax or use tax as allowed in Arizona Revised Statutes Section 42-5061, 42-5009 and Section 42-5159 and by the Administrative Rules and Regulations of the Arizona Department of Revenue; ACC R15-5-608, R15-5-120 and R15-5-2314.

The City wishes to rely upon the expertise of the contractor in the purchase of items that qualify for the tax exemption. With respect to purchase of the qualifying items, the Contractor is authorized to act as an agent for the City. This agency agreement is strictly limited to the purchase of the qualifying items to be used in the construction of the project and will not otherwise affect or alter the respective rights, responsibilities and remedies of the parties as specified under this contract. The contractor shall furnish the City a list of suppliers and the material, machinery and equipment to be furnished by each. The City will then issue the materials and equipment exemption certificate to each supplier pursuant to A.R.S. §42-5009 (A) (2). The contractor's applicable unit bid prices for items qualifying for this tax exemption should not include sales or use tax. The materials, machinery and equipment that are a part of this project and to which the exemption applies are listed below:

1. Pipes, valves and appurtenances four (4) inches in diameter or larger used to transport potable water,
2. Any additional material, machinery or equipment identified in the Special Provisions.

107.2.1 TEMPORARY USE PERMITS:
(revise to include new subsection as follows)

A Temporary Use Permit (and Above Ground Fuel Storage Permit if applicable) is required prior to the establishment of any temporary construction yard, material storage area or staging area located within City limits and outside the public right-of-way or project limits. The Contractor is responsible for obtaining the necessary Temporary Use Permit from the agency with jurisdictional authority.

The time required to process the Temporary Use Permit is approximately twelve (12) calendar days. The Contractor shall submit the necessary permit application no later than ten (10) calendar days following the Notice of Award. Any delays experienced by the Contractor in acquiring the Temporary Use Permit shall not necessarily be grounds for delaying the project Notice to Proceed.

107.2.2 DISPOSAL OF WASTE AND SURPLUS MATERIAL:
(revise to include the following)

All disposal costs, regardless of disposal site, shall be included in the bid unit price for the related item of work and no direct payment will be made for disposal of waste or surplus materials. This right of disposal does not apply to any substance or items that are regarded as toxic and/or hazardous by the City, the State of Arizona or the United States Government.

Alternate disposal sites may be proposed by the Contractor but are subject to all applicable local ordinances and codes. In addition to the property owner's written authorization, all disposal sites within the city limits are subject to review and approval by the Temporary Use Permit process. The disposal of material at alternate disposal sites will not be allowed without written authorization of the owner, approval of the appropriate jurisdictional authority, and the issuance of all necessary permits.

107.2.3 ABOVE GROUND FUEL STORAGE PERMIT:
(revise to include new subsection as follows)

If required, Above Ground Fuel Storage Permits may be obtained from the City of Flagstaff Fire Department, located at 211 West Aspen Avenue, Flagstaff, AZ. The Contractor is responsible for obtaining the permit.

107.5 SAFETY, HEALTH, AND SANITATION PROVISIONS:

107.5.4 HANDLING, REMOVAL AND DISPOSAL OF SURPLUS MATERIAL AND ASBESTOS CONTAINING MATERIALS (ACM)
(revise to include new subsection as follows)

The Contractor is responsible for handling, removal and disposal of all soil material generated by the project as described in the General Provisions.

The City requires compliance with Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Occupational Safety and Health Administration (OSHA) asbestos regulations for all City projects.

Utility pipes constructed of materials other than metal or polyvinyl chloride (PVC) require testing prior to any disturbance of the pipes to determine if regulated levels of asbestos are present in the pipe material. Suspect pipe materials requiring testing typically include vitrified clay and cement pipe (transite). Asbestos testing is not required for metal pipes.

City Public Works/Sustainability & Environmental Management staff are available to collect samples and submit the samples for analyses. The City of Flagstaff will provide testing free of charge. If the pipe does not contain regulated levels of asbestos, the contractor may disturb and remove the piping. If utility piping contains regulated levels of asbestos, an asbestos abatement contractor must perform any disturbance/removal of the pipe materials. This is required to ensure workers are not exposed to any asbestos fibers.

Work may require the proper handling, removal and disposal of regulated asbestos piping and materials generated by cutting or breaking the pipe to remove it from the ground. If asbestos containing materials (ACM) removal is necessary on the project, the City of Flagstaff requirements for handling, removal and disposal are as follows:

- If an infrastructure or building material that is not either wood, glass or metal is encountered during the project and has not yet been either assumed or positively identified to be ACM then the material(s) must be sampled in accordance with regulations generated by the EPA Asbestos Hazard and Emergency Response Act (AHERA) 40 CFR 763 as well as OSHA 29 CFR 1910.1101, by a certified AHERA Building Inspector and sent to a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory for analysis.

- Once materials of concern are assumed or properly identified to be ACM then material removal is required according to OSHA 29 CFR 1910-1926.1101 by a certified asbestos abatement worker, and NOT a general contractor (GC). However, if the GC holds the appropriate asbestos certifications (AHERA Asbestos Operations and Maintenance), which the City would need to verify is current, then the GC could perform the asbestos abatement.

The City requires the General Contractor arrange for abatement of assumed and/or identified ACM by a certified asbestos abatement contractor and to arrange area and/or clearance air monitoring by a third party certified asbestos consultant. If applicable to the project, copies of abatement activities and air monitoring shall be provided to City of Flagstaff Environmental Management staff.

In the event of large disturbances to ACM, compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M shall be followed. Notification would be required the Arizona Department of Environmental Quality 10 working days in advance of the start of a large project. This notification is not typically required for utility pipe work, but could be required for a very large project involving numerous saw cuts of utility pipes. http://www.azdeq.gov/environ/air/asbestos/

If ACM removal is necessary on the project, the City of Flagstaff requirements for ACM disposal at the City's Cinder Lake Landfill are as follows:

Only non-friable asbestos waste is accepted for disposal at Cinder Lake Landfill. PRIOR to disposal of non-friable ACM, obtain the necessary forms, which are:

- Non-Friable Asbestos Waste Acceptance Application and accompanying instructions
- Non-Friable Asbestos Waste Shipment Record (WSR)

The Asbestos Waste Acceptance Application is available at the City of Flagstaff's website or by contacting the City of Flagstaff Environmental Management staff. A Waste Shipment Record is required to accompany each load of non-friable asbestos waste taken to the Cinder Lake Landfill.

Assure the non-friable ACM is properly handled and wrapped. Non-friable ACM must be thoroughly wetted using amended water PRIOR to being wrapped in 6-millimeter poly and be tightly sealed with duct tape. If the material is heavy (such as transite pipe), has sharp edges, or may easily puncture the poly wrap, a double layer of poly will be necessary. The Cinder Lake Landfill scale house attendant will inspect the load to ensure it is properly wrapped. Containers holding non-friable ACM shall be carefully unloaded and placed in a designated location. Dumping using a hydraulically lifted bed of a truck is not permitted (dump truck), as the poly wrap may be torn open.

If using a large bin for disposal, attach a copy of the Waste Shipment Record to the disposal bin. If not using a City of Flagstaff disposal bin, make sure the delivery driver takes a copy of the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record to the Cinder Lakes Landfill with the waste delivery.

If using a City of Flagstaff disposal bin call City Environmental Services at (928) 774-0668 to schedule a pick-up for the disposal bin. Please be sure to provide the driver with the SIGNED Non-Friable Asbestos Waste Acceptance Application and the Waste Shipment Record and be sure to clarify if you would like the disposal bin emptied and removed, or emptied and returned to the work site. When disposal is completed, the Landfill Manager will sign the Waste Shipment Record and landfill staff will provide or mail a copy of the Waste Shipment Record.

Cutting of utility pipes generates Regulated Asbestos Containing Material (RACM). RACM requires disposal at the Joseph City Landfill or at other landfills located in southern Arizona.

All work relating to the removal and disposal of unknown and unanticipated hazardous materials as described above shall be paid per MAG 109.4.3.

107.8 107 USE OF EXPLOSIVES:
(first paragraph, revise second sentence to read as follows)

The Contractor shall submit a blasting plan for approval and obtain a Blasting Permit from the City of Flagstaff Fire Department, located at 211 W. Aspen Avenue, Flagstaff, Arizona.

(revise to include the following)

The Contractor shall submit a copy of the approved blasting plan to the Project Manager. The plan shall include as a minimum; safety layout, drilling pattern, size and depth of bore, weight and type of charge, delay sequence, contractor's anticipated peak particle velocity at the right-of-way line or nearest structure, and the proposed seismograph locations.

A record of each blast shall be kept and all records including seismograph reports shall be available for inspection. Each record shall provide as a minimum; location, date and time of blast, name of person in charge, number of holes burdened, spacing, diameter and depth of holes, boring logs to determine top of rock, type and total amount of explosives used, direction and distance to nearest building, type of detonators and delay periods used, and exact locations of seismographs.

When blasting operations are to be conducted within 200 feet of a water line, sewer line or other underground utility, the Contractor shall take additional precautionary measures. The Contractor shall also coordinate with Franchise Utilities prior to blasting operations. The Contractor shall notify the owner of the facility a minimum of two weeks in advance that such blasting operations are intended. At their discretion, the Owner may perform pre-blast, post-blast pressure tests or other inspection of the facility. If any damage occurs because of blasting operations, the Contractor shall be responsible for the restoration of the facility to pre-blast conditions.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:
(revise to include the following)

The Contractor is responsible for replacing and/or restoring the site, landscaping and owner's improvements associated with the project to the pre-existing condition using in-kind materials. All cost shall be included in the bid as incidental to the work, unless otherwise specified in the bid schedule or plans.

Within easements, the Contractor is responsible for removing existing improvements and salvaging items (not identified for removal) for relocation after the public improvements are completed. Close coordination between the Contractor and property owners and/or residents is required.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:
(revise to include the following)

All power poles, pedestals, guy wires and underground facilities shall be removed and/or relocated by the respective owners of the facilities. The contractor is responsible for the notification and coordination with the utility companies to ensure that this work is accomplished in a manner

consistent with the construction schedule. Payment for Franchise Utility coordination and location is incidental to the cost of the work.

The Contractor shall perform utility potholes and identify potential conflicts prior to trenching. The utility pothole information and identification of potential conflicts shall be provided to the Project Manager at least two weeks prior to performing trenching or pipeline construction.

SECTION 108 - COMMENCEMENT, PROSECUTION AND PROGRESS

108.1 NOTICE TO PROCEED:

(revise to include the following)

Time is of the essence in submitting the initial and revised construction schedule and traffic control plan. Each is a requirement that precedes the Contractor's right and the City's obligation to proceed with the agreement.

The Notice to Proceed shall be issued for a start date no later than twenty-seven (27) calendar days following receipt of the Notice of Award. The Contractor shall be required to submit a construction schedule and traffic control plan in accordance with the Contract Documents and the following:

The Contractor shall within seven (7) calendar days of receiving the Notice of Award, submit a construction schedule and traffic control plan to the Project Manager. The Project Manager shall promptly review the construction schedule and traffic control plan and either approve them, or provide a written list of the items that will require revision. The Contractor shall submit the revised construction schedule and traffic control plan within five (5) calendar days of receiving the Project Manager's list of required revisions. The corrected construction schedule and traffic control plan submittal shall address all comments from the Project Manager's list of required revisions.

108.3 CORRESPONDENCE TO THE CONTRACTOR:

(revise to include the following)

In addition to written communication to the Project Manager, the Contractor shall provide and maintain a contact located within ten miles of the job site at all times throughout the duration of the Contract. The designated contact shall be accessible by telephone at all times to respond to agency requirements and emergencies. The local location and phone number(s) shall be provided to the Project Manager prior to issuance of the Notice to Proceed. Any changes of the location or phone number(s) shall be reported immediately to the Project Manager.

If a response is needed, the Contractor is required to respond and perform the repairs and/or maintenance within two (2) hours of notification from the City. If the needed repairs and/or

maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

108.4 CONTRACTOR'S CONSTRUCTION SCHEDULE:
(revise to include the following)

The Contractor's schedule shall include, as a minimum, the following:

- Identification of project tasks with assigned dates and durations, which reflect anticipated sequencing of construction activities on scheduled working days;
- All anticipated subcontractors that will be used during the course of the work;
- The anticipated number of crews to expedite the progress and ensure prompt completion of the work;

  Definition of a crew;
  - personnel *(e.g. operator, laborer)*
  - equipment *(e.g. Cat 325 Excavator, 950 Loader)*
  - workdays anticipated or scheduled per week (*e.g. Monday through Friday)*
  - work hours anticipated or scheduled per day *(e.g. 7:00 am to 3:30 pm)*
- Anticipated adverse weather days for weather dependent activities, weekends and holidays.
- Specific long lead times for delivery of equipment and materials;
- Critical path project schedules may be required as provided for by the Special Provisions or Project Addenda.

108.5 LIMITATION OF OPERATIONS:
(third paragraph, revise to read as follows)

Except in emergencies endangering life or property, written permission shall be obtained from the City prior to performing any work on weekends, legal holidays or after regular work hours (hereinafter defined as 7:00 a.m. to 5:00 p.m. - Monday through Friday). Work on Saturdays will be permitted with prior approval by the City's Engineering Inspection Supervisor. 72 hours advance notice will be required. Work on Sundays and legal City Holidays will not be permitted except in emergencies or as approved by the owner. Inspection and testing will not be provided on Sundays or City legal holidays without prior approval from the Project Manager (72-hour advance notice) and full compensation by the Contractor for any necessary personnel, equipment and services.

Overtime compensation for City personnel shall be as follows:

Construction Supervisor @ $ 43.00/hour
Inspector II @ $ 35.00/hour
Inspector I @ $30.00/hour
Lab Tech I @ $ 25.00/hour

Vehicle @ $1.80/hour

108.7 DETERMINATION AND EXTENSION OF CONTRACT TIME:
(revise to include the following)

The contract time, including final clean-up of the project site and storage areas, may be extended because of weather conditions that cannot be reasonably anticipated. The number of actual days that the scheduled work is impacted by adverse weather shall be recorded weekly during the construction period.

The Contractor will be entitled to a contract time extension if the actual adverse weather days experienced during the work exceed the anticipated adverse weather days shown. The following is the monthly schedule of adverse weather days that shall be anticipated by the Contractor in scheduling the work:

TABLE 108.7 MONTHLY CALENDAR DAYS for ANTICIPATED ADVERSE WEATHER

MONTH	*JANUARY*	*FEBRUARY*	*MARCH*	*APRIL*	*MAY*	*JUNE*
Monthly Calendar Days for Anticipated Adverse Weather	7 Days	7 Days	8 Days	6 Days	4 Days	3 Days
Average Monthly Precipitation	1.98”	1.96”	2.05”	1.34”	0.68”	0.51”
MONTH	*JULY*	*AUGUST*	*SEPTEMBER*	*OCTOBER*	*NOVEMEBER*	*DECEMBER*
Monthly Calendar Days for Anticipated Adverse Weather	12 Days	11 Days	7 Days	5 Days	5 Days	6 Days
Average Monthly Precipitation	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”

The above schedule of anticipated adverse weather days establishes the base line for the project's monthly weather impacts based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 of an inch per calendar day.
The number of actual days that scheduled work is impacted by adverse weather as defined above shall be recorded weekly during the contract period. It is the Contractor's responsibility to request in writing any adverse weather delays experienced during the prior week no later than the normally scheduled weekly project meeting. Any adverse weather day requests that are not received, as stated above, shall neither be considered nor approved. Once the number of approved actual adverse weather days exceeds the number of anticipated adverse weather days in the schedule above, the Contractor is entitled to a contract time extension.

Actual adverse weather days must also prevent work for fifty (50) percent or more of the Contractor's work day and delay scheduled work critical to the timely completion of the project. The

City will convert any delays meeting the above requirements to calendar days and extend the contract period as necessary. No additional compensation will be allowed for direct and indirect overhead expenses associated with any such contract time extensions. The Contractor's schedule must include the above anticipated adverse weather delays for all weather dependent activities and shall show all weekends and holidays.

108.8 GUARANTEE AND WARRANTY PROVISIONS:
(revise to include the following)

If requested by the City, the Contractor shall return to the project site eleven months after acceptance of the project and visually inspect, in the presence of the Owner's Representative, all accessible construction items and appurtenances. All defective materials and/or workmanship shall be satisfactorily repaired or replaced at the sole expense of the Contractor.

All costs for the 11-month inspection and repair shall be borne by the Contractor and in figuring his or her bid, the Contractor shall include an appropriate amount for such inspection and possible required repair, and no additional payment will be allowed.

108.10 FORFEITURE AND DEFAULT OF CONTRACT:
(revise to include new section)

Due to Failure to Prosecute the Work

If the Contractor fails to prosecute the work in accordance with the contract, including requirements of the progress schedule, the City may correct these deficiencies after three days after providing written notice to the Contractor. The cost of these remedies shall be charged against the Contractor. A change order may be issued to make the necessary changes in the contract and to make an appropriate reduction in the contract price. Such a change order shall not require the signature or approval of the Contractor. The remedy shall not prejudice the City's use of any other remedy, which the City may be entitled to use.

108.12 AUTHORIZED SIGNATURES:
(revise to include new section)

The Contractor shall provide a notarized list of all authorized signatures for project related documents. Only those individuals listed by the Contractor on the project Authorized Signature form shall be authorized to sign the contract, contract change orders, time extensions, bonds, securities, pay requests, certifications or other documents that affect the execution of the Contract.

108.13 SUBSTANTIAL COMPLETION:
(revise to include new section)

The project is substantially complete within the contract time and liquidated damages will no longer be assessed when the following have occurred:

(A) All contract items of work have been substantially completed and pedestrian and vehicular traffic can move unimpeded through the project;

(B) The only work left for completion is incidental, causes no disruption to pedestrian and vehicular traffic, and does not affect the safety and convenience of the public;

The decision whether the project is substantially complete is within the sole discretion of the Project Manager. At that time, a *Substantial Completion* letter will be issued by the City to the Contractor.

The remaining incidental work shall be completed within 15 calendar days from the issuance of the *Substantial Completion* letter. Failure to prosecute the remaining work within this time-period will result in the resumption of time charges and the application of liquidated damages from the date scheduled for final acceptance and start of warranty.

The start of the project warranty period will be established in the *Notice of Final Acceptance* and does not begin with substantial completion.

The Contractor is responsible for correction and repair of any project deficiencies until the end of the warranty period established in the *Notice of Final Acceptance* at which time the City will accept the improvements for operation and maintenance.

108.14 SUSPENSION and TERMINATION:
(revise to include new section)

CITY'S RIGHT TO STOP WORK

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

The Contractor may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by the City.

TERMINATION FOR CONVENIENCE

Upon receipt of written notice to the Contractor, the City may, at its discretion and without cause, elect to terminate this Agreement. In such event, the City shall pay the Contractor only the direct value of its completed Work and materials supplied as of the date of termination. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

If the City suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

Upon such termination, the Contractor shall proceed with the following obligations.

1. Stop Work as specified in the notice.
2. Place no further subcontracts or orders.
3. Terminate all subcontracts to the extent they relate to the work terminated. The Contractor shall ensure that all subcontracts contain this same termination for convenience provision.
4. At the City's sole discretion and if requested in writing by the City, assign to the City all right, title and interest of the Contractor under the subcontracts subject to termination.
5. Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the City has or may acquire an interest.
6. The Contractor shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

The City shall pay the Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination.
2. The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from the Contractor's failure to perform as required under this Agreement.
3. The Contractor shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that the Contractor would have sustained a loss on the entire Work had they been completed, the Contractor shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

The Contractor shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in Section 7.7.

THE CITY'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at Contractor's sole expense.

If the Contractor persistently fails to

1. provide a sufficient number of skilled workers,
2. supply the materials required by the Contract Documents,
3. comply with applicable Legal Requirements,
4. timely pay, without cause, sub-consultants and/or subcontractors,
5. prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or
6. perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth below.

Upon the occurrence of an event set forth above, the City may provide written notice to the Contractor that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of the Contractor's receipt of such notice.

If the Contractor fails to cure, or reasonably commence to cure, such problem, then the City may give a second written notice to the Contractor of its intent to terminate within an additional seven (7) day period.

If the Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare this Agreement terminated for default by providing written notice to the Contractor of such declaration.

Upon declaring this Agreement terminated and for the purpose of completing the Work, the City may enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work. The Contractor hereby transfers, assigns and conveys all items, which have been purchased or provided for the performance of the Work to the City for such purpose and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, the Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Contractor shall be entitled to be paid only for Work performed and accepted by the City prior to its default.

If the City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then the Contractor shall be obligated to pay the difference to the City. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from the Contractor's default.

If the City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of 108.14

SECTION 109 - MEASUREMENTS AND PAYMENTS

109.1 MEASUREMENT OF QUANTITIES:
(revise to include the following)

It is the responsibility of the Contractor to conform to the Contract Documents, including plans, typical sections and specifications including but not be limited to dimensions, materials, application rates and densities. The Contractor shall take all actions necessary to ensure that the work conforms to the contract documents. The Contractor shall cooperate fully with the Project Manager or Project Manager's representative to correct any known nonconformity to the contract documents.

109.1 MEASUREMENT OF QUANTITIES:
(delete the second paragraph)

Unless otherwise specified, longitudinal and surface (plane) measurements will be made in a horizontal plane.

PART 200 - EARTHWORK

SECTION 201 - CLEARING AND GRUBBING

201.3 CONSTRUCTION METHODS:
(revise to include the following)

The Contractor shall make every effort possible to avoid damaging existing trees. In the event that any trees suffer limb damage, the Contractor shall cut branches to the nearest branch crotch or to the branch collar at the trunk.

No separate payment will be made for trimming trees. The cost shall be considered incidental to the work.

SECTION 205 – ROADWAY EXCAVATION

205.1 DESCRIPTION
(revise to include the following)

The bid schedule unit cost for excavation, backfill and embankment work shall include the cost of rock excavation, handling rock or disposing of rock and no separate measurement or payment shall be made. Rock shall be defined as any highly cemented or hard material that may require additional efforts for removal, handling or disposal.

205.2 UNSUITABLE MATERIAL:
(third paragraph, revise to read as follows)

Should unsuitable material be encountered at subgrade elevation in cut areas or at existing grade in fill areas, the unsuitable material shall be removed and replaced with suitable fill material in accordance with MAG Section 210 and MAG Section 211.

Determination of unsuitable material and the limits and depths of required removal and replacement shall be at the sole discretion of the Project Manager. In no case shall any unsuitable material be removed without prior written consent of the Project Manager.

Measurement and payment for removal and replacement of unsuitable material will be by the cubic yard as shown in the proposal. Payment shall be compensation in full for the work complete and in-place including any borrow, permits, pit royalties, all excavation, hauling, placing, compacting, conditioning, watering and proper disposal, together with all appurtenant costs.

205.3 MEASUREMENT
(revise to include the following)
Earthwork is incidental to the roadway construction and no additional payment will be made for roadway excavation. The Contractor shall be responsible for estimating and accounting for earthwork import and haul off. It is recommended that the Contractor review the report on geotechnical investigation and sampling results.

PART 300 -- STREETS AND RELATED WORK

SECTION 301 - SUB-GRADE PREPARATION

301.1 DESCRIPTION:

(revise to include the following)

The untreated base or prepared subgrade shall be test rolled in the presence of the Project Manager prior to the placement of asphalt paving materials. The equipment used to perform the test roll shall be approved by the Project Manager. The Contractor shall be responsible for scheduling this test roll with the Inspector during regularly scheduled work. All costs associated with the test roll shall be considered incidental to and included in the cost of sub-grade preparation.

SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

(first paragraph, revise to include the following)

The exact points of pavement matching shall be determined in the field by the Project Manager.

336.2 MATERIALS AND CONSTRUCTION METHODS:

336.2.1 PAVEMENT WIDENING OR EXTENSIONS:

(first paragraph, revise second sentence to read as follows)

The minimum depth of cut shall be four (4) inches or Depth/4, whichever is greater.

PART 400 -- RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 - TRAFFIC CONTROL

401.5 GENERAL TRAFFIC REGULATIONS:

(revise to include the following)

Within seven (7) calendar days following receipt of the Notice of Award and in accordance with Section 108.1 of these General Provisions, the Contractor shall submit to the Project Manager a traffic control plan that shows the control of traffic in accordance with Part VI of the FHWA Manual on Uniform Traffic Control Devices for all phases of the work. The plan should include nights, weekends, shut down periods and an approximate schedule of street closures and detours.

The Traffic Control Plan is to detail the Contractor's proposal for routing traffic and pedestrians around the areas of construction. The Plan shall be coordinated with the proposed construction schedule and show how the locations of the various traffic and pedestrian control devices will

change as construction progresses. The Plan shall allow for complete detours around the work areas.

Private and commercial driveways shall not be closed for any period exceeding eight hours during any twenty-four-hour period. The affected resident and the City shall be notified 48 hours in advance of any closure. Convenient access to driveways, houses and buildings along the line of work shall be maintained and temporary crossings or alternate access shall be provided and maintained in good condition, except during that period mentioned above. **Business access shall be maintained at all times by at least one driveway.**

(eleventh paragraph, revise to read as follows)

The Contractor will reinstall all permanent traffic control devices as required by the approved construction plans and specifications.

(twelfth paragraph, delete the last sentence)

Delete - The Traffic Engineering Department will reinstall all traffic signs.

401.7 PAYMENT:
(revise paragraph to read as follows)

Payment for all work and materials required to prepare a traffic control plan and provide traffic control during construction shall be made at the lump sum price shown on the Bid Schedule. Full compensation for any required traffic control devices, flaggers, uniformed off-duty law enforcement officers, pilot cars and drivers shall be included in the lump sum contract price and no additional payment shall be allowed. Progress payments shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 425 TOPSOIL

425.2 MATERIALS:
(revise to read as follows)

Overburden topsoil shall be salvaged and reused when possible. All topsoil, whether overburden or imported, shall be free of roots, heavy clay, clods, noxious weed seeds, coarse sand, large rocks, sticks, brush, litter and other deleterious material and meet the requirements of MAG Section 795. The Project Manager's approval of the proposed topsoil shall be obtained before delivery to the project.

425.4 MEASUREMENT:
(revise paragraph to read as follows)

Topsoil shall be measured lump sum, complete and in place unless indicated otherwise by the bid schedule.

425.5 PAYMENT:
(revise to read as follows)

Topsoil will be paid for in accordance with the contracted price for furnishing and placing topsoil, as described and specified. Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

SECTION 430 – LANDSCAPING AND PLANTING
(revise to include section as follows)

430.3 LAWN AREAS

430.3.1 Preparation of In Place Soil
(delete the second paragraph and revise to read as follows)

After clearing, grubbing and initial cultivation has been completed, a slow release chemical fertilizer shall be mechanically spread over the turfgrass area at an average rate of 1 pound of actual nitrogen per 1000 square feet. After spreading, the fertilizer shall be cultivated into the top four inches of soil using suitable equipment. The resulting soil shall be in a friable condition suitable for planting. (Actual nitrogen is determined by using the nitrogen ratio number x weight of the bag/100).

430.3.2 Seeding
(delete the first and second paragraph revise to read as follows)

The rate of seeding shall be three pounds of seed per 1000 square feet using the following seed mixture;

Poa pratensis	Kentucky Bluegrass (mix of three varieties)	70%
Lolium perenne	Perennial Rye Grass	10%
Festuca rubra	Creeping Red Fescue	20%

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

SECTION 431 – EROSION CONTROL

(revise to include new section as follows)

431.1 DESCRIPTION

Erosion control applies to improvements within the city and as part of the erosion control section of a Storm Water Pollution Prevention Plan (SWPPP). Materials, means and methods for erosion control and stabilization, Best Management Practices (BMPs), Erosion Control Plans (ECPs) and SWPPPs are described in the City of Flagstaff Stormwater Design Manual.

The Contractor shall stabilize all disturbed areas within the project site and as shown on the plans. Work shall be performed according to the provisions of this Section and shall include but not be limited to the furnishing, hauling, placement and application of erosion control materials.

The Contractor is responsible for complying with the requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. This generally includes submittal of a Notice of Intent to the Arizona Department of Environmental Quality (ADEQ) and Notice of Termination to ADEQ for the project. Preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) for the site is required per ADEQ and City of Flagstaff standards.

The cost for complying with the NPDES permit and the SWPPP, including the erosion control devices, shall be included in the NPDES & SWPPP Requirements portion of the Contractor's bid. It is recommended that contractors see the ADEQ Smart NOI (Notice of Intent) program website (http://az.gov/webapp/noi/main.do) for information and processes.

Progress payment shall be made based on the Contractor's estimate for percent complete as approved by the Owner.

432.1 NATIVE SEEDING

All areas to be seeded that are accessible to machinery shall be tilled to a minimum depth of four (4) inches. Areas inaccessible to machinery shall be hand tilled and prepared to a minimum depth of two (2) inches. Cut slopes of 2:1 or steeper do not require tilling. Cultivation on sloping terrain shall run perpendicular to the direction to the slope. If weeds or herbaceous plant material interferes with proper seedbed preparation, the contractor shall remove them from the seedbed.

Contractor shall remove and dispose of all debris and other objectionable material that may interfere with seeding operations.

The area to be seeded shall be relatively smooth and all surface irregularities (e.g. rills, tire marks) shall be filled and firmed to conform to the desired cross sections. The seedbed shall be rolled both before and after the seeding operation with a minimum of one pass of a cultipacker or drag harrow.

Seed shall be sown when conditions will promote germination and growth. Normal non-irrigated permanent native seed application dates are between April 1 and June 15, between August 15 and September 20 and after the first frost (recurring overnight temperature of 28 degrees F) until snowfall. Seeding work shall be performed only after planting and other work affecting ground surface is complete.

To assist in establishment of the permanent seed mix, a nurse crop shall be used for this work. Preapproved nurse crop seed shall be one of the following, incorporated with the specified permanent seed mix;

Annual ryegrass	*(Lolium multiflorum)*	30 lbs/acre
Oats	(*Avena sativa)*	60 lbs/acre
Regreen©	(*Triticum aestivum x Elytrigia elongata)*	30 lbs/acre

Alternative species may be acceptable but are subject to prior approval from the City Project Manager or duly authorized representative.

When cut or fill slopes are greater than six (6) feet in height and steeper than 3H:1V, the seeded area shall be covered with American Excelsior Company straw/coconut blanket or an approved equal. Installation shall be per the manufacturer's written directions.

440.10. (D) SEQUENCING
(add the following section)

The irrigation system shall be installed, inspected, approved and operable prior to the installation of plant materials, landscape fabric and ground plane treatments (*decomposed granite, landscape rock, mulch, etc.)*

PART 600 - WATER AND SEWER

SECTION 601 - TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.2 EXCAVATION:

601.2.1 GENERAL:
(revise to include the following)

All excavation, including trench excavation, shall be performed in any substance and material encountered. The cost is considered incidental to and is to be included in the price for the bid item to be constructed or installed. No special payment shall be made for trench excavation other than rock excavation as specified under Trench Rock Excavation.

Trench Rock Excavation

Trench rock is defined as consolidated igneous, metamorphic and/or sedimentary material in the original bed and/or in well-defined ledges that cannot be removed by a mechanical method and therefore requires pneumatic hammering, drilling or blasting for removal. Example of mechanical methods include hand tools, trenching machine, backhoe, ≥195 horsepower hydraulic excavator with ripping teeth or equivalent.

Boulders and pieces of rock having a volume of more than 27 cubic feet (1 cubic yard) shall be considered rock.

For projects where trench rock excavation is anticipated, the estimated contingent quantity is shown in the proposal under the applicable bid item. The contingency quantity is an estimate only and no guaranty is given that any portion will be utilized. Trench rock excavation will be paid for separately at the unit price bid per cubic yard for Trench Rock Excavation.

Measurement of Trench Rock Excavation shall be per cubic yard in place. This volume of rock will be measured by the City representative, using the maximum trench width allowed in accordance with MAG Table 601-1, the lineal footage of actual rock excavation required and the actual depth of rock as determined by inspection of the trench after rock excavation and before backfilling.

SECTION 611 – WATER, SEWER AND STORM DRAIN TESTING

611.2 DISINFECTING WATER MAINS:

611.2.13 Fire Flow Testing:

(revise to include the following new section)

All water lines that have new fire hydrants shall require a fire flow test per CoF Engineering Standard 13-09-006-0006.1.

Fire flow testing shall be performed by a certified tester. Results shall be sealed by an Arizona Professional Engineer.

The City Water Services Section requires a 72-hour notice via e-mail to schedule hydrant operation and testing observation. A digital copy of the test results shall be submitted to the City Project Manager.

SECTION 631 WATER TAPS AND METER SERVICE CONNECTIONS

(revise to add the following)

631.3 INSTALLATION:

New water service lines shall be installed to replace the existing water service lines. Construction includes replacement of all water services to COF Engineering Standards, including the service saddle at the main, corporation stop, pipe and curb stop to the meter and adjust the customers' service to the new outlet meter coupling elevation. The lines shall be extended to the new polymer meter box location and a new meter box shall be installed and shall connect to the existing meter. If the existing meter is not at the City's standard depth; the contractor shall adjust the elevation of the meter. In cases where the meter box moves, the contractor shall salvage the existing meter and shift it to the proposed location. At each of these locations the contractor is required to connect the existing water services on the private side of the meter. The Contractor shall coordinate with each homeowner where private construction is required to verify the water line rerouting and to restore landscaping to its original condition.

The City will provide the contractor with Temporary Rights of Entry for the water service connection, replacement/adjustment of water meter boxes and associated work. If the contractor needs to go outside the Temporary Right of Entry limits they will have to provide the City with written permission from the property owner prior to conducting the work.

A residential plumber's license will be required for all work that is done on the private service side of the meter.

City of Flagstaff utility tapping fees are the responsibility of the contractor. The contractor shall perform all work and coordinate payment directly with the City Water Services Department. All costs for utility tap work and fees shall be included in the line item for installation of the new service, including but not limited to all labor and materials for complete installation. Repair associated within any abandoned or new tap shall be included in the contract bid item.

SECTION 710 - ASPHALT CONCRETE

710.1 GENERAL:
(revise to include the following)

The asphaltic concrete designation shall be 3/4 inch, except as required by the project plans or Special Provisions.

End of Document

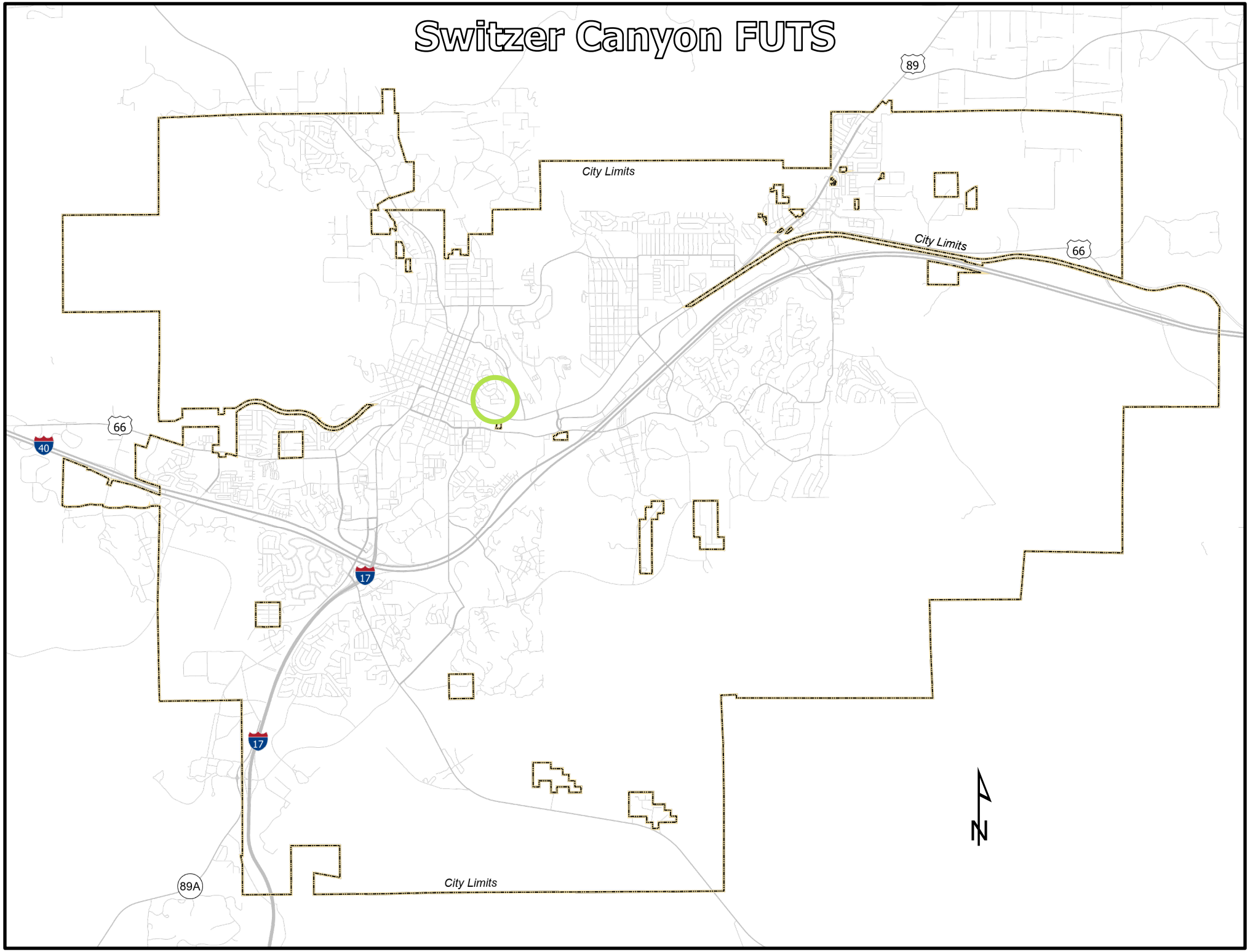
EXHIBIT C - BID SCHEDULE

City of Flagstaff- Switzer Canon FUTS - Bid Schedule

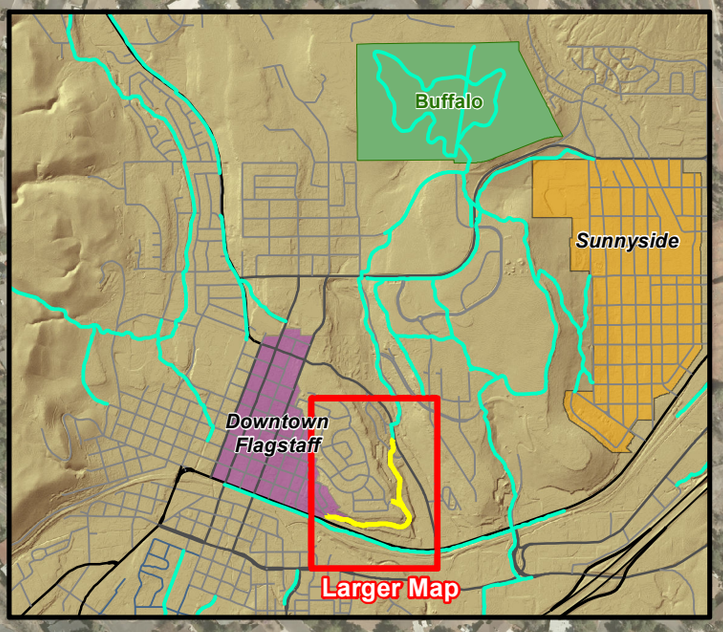
Note No.	Description	Approximate Quantity	Unit	Unit Price (in words)	Unit Price (in figures)	Total
	BASE BID					
	REMOVALS					
001	Clear & Grub (Includes Trees ≤12" Dia.)	1	LS	Two Hundred and Thirty Four Thousand	234000	$ 234,000.00
002	Remove Tree & Stump >12" Dia	41	EA	One Thousand Two Hundred	1200	$ 49,200.00
003	Remove & Dispose Asphalt	77	SY	One Hundred	100	$ 7,700.00
004	Remove & Dispose Concrete	315	SF	Seventeen	17	$ 5,355.00
005	Remove Curb & Gutter	105	LF	Forty Five	45	$ 4,725.00
009	Tree Protection Fencing	1	LS	Two Thousand Five Hundred	2500	$ 2,500.00
010	Remove & Dispose Bollards	4	EA	Five Hundred	500	$ 2,000.00
020	Remove & Dispose Sign Post	2	EA	Three Hundred and Fifty	350	$ 700.00
	RELOCATIONS & ADJUSTMENTS					
101	Relocate APS Transformer	1	EA	Twenty Thousand	20000	$ 20,000.00
140	Adjust Manhole	5	EA	Two Thousand	2000	$ 10,000.00
150	Remove & replace sign on new post	1	EA	One Thousand	1000	$ 1,000.00
160	Relocate parking bumper and reinstall	3	EA	Five Hundred	500	$ 1,500.00
170	Relocate comm pedestal (Allowance)					$ 10,000.00
	TRAIL CONSTRUCTION					
201	3" AC / 6" ABC or Match Existing	50	SY	One Hundred and Forty Three	143	$ 7,150.00
202	6" PCC / 4" ABC	17,280	SF	Forty Five	45	$ 777,600.00
204	6" PCC / 4" ABC Parking	250	SF	Twenty Four	24	$ 6,000.00
205	4" Stabilized Aggregate Surface / 6" Dirty Cinders	2,565	SY	Sixty Two	62	$ 159,030.00
210	Type 'A' Curb & Gutter	54	LF	One Hundred and Sixty Two	162	$ 8,748.00
211	Type 'A' Single Curb	55	LF	One Hundred and Fifty Four	154	$ 8,470.00
212	6" Integral Curb	33	LF	Seventy Five	75	$ 2,475.00
215	Sidewalk Ramp	430	SF	Twenty Three	23	$ 9,890.00
216	Cast Iron Detectable Warning	3	EA	One Thousand	1000	$ 3,000.00
220	Residential Driveway	75	SF	Thirty Five	35	$ 2,625.00
225	4" ABC Match-up	7	SY	Sixty Three	63	$ 441.00

230	Retaining Wall	855	SF	One Hundred and Eighty Eight	188	$ 160,740.00
240	Stacked Rock Wall	1,026	SF	Eighty Four	84	$ 86,184.00
	DRAINAGE CONSTRUCTION					
501	18" CMP: 14 GA, Aluminized, Type 2	493	LF	One Hundred and Forty Four	144	$ 70,992.00
502	18" CMP Polymer Coated Storm Drain: 14 GA,	40	LF	One Hundred and Eighty Five	185	$ 7,400.00
503	12" CMP: 14 GA, Aluminized, Type 2	20	LF	One Hundred and Twenty Five	125	$ 2,500.00
504	12" DIP Storm Drain	17	LF	Six Hundred and Fifteen	615	$ 10,455.00
510	Concrete Scupper A	125	SF	Forty Three	43	$ 5,375.00
511	Concrete Scupper B	360	SF	Fifty Three	53	$ 19,080.00
512	Integral Curb	477	LF	Forty Three	43	$ 20,511.00
515	Concrete Outlet Scupper	1	EA	Ten Thousand Five Hundred	10500	$ 10,500.00
520	Stacked Rock Type 'U' Headwall	1	EA	Four Thousand Five Hundred	4500	$ 4,500.00
521	Stacked Rock Straight Type Headwall	9	EA	Four Thousand Five Hundred	4500	$ 40,500.00
522	Stacked Rock Type 'L' Headwall	6	EA	Four Thousand Five Hundred	4500	$ 27,000.00
530	Type 'G' Catch Basin	3	EA	Twelve Thousand Five Hundred	12500	$ 37,500.00
531	Type 'G' Catch Basin with 6" outlet	2	EA	Twelve Thousand Five Hundred	12500	$ 25,000.00
532	Type 'G' Double Catch Basin Modified	1	EA	Twenty Seven Thousand	27000	$ 27,000.00
533	Type 'G' Double Catch Basin	1	EA	Twenty Five Thousand	25000	$ 25,000.00
534	Type 1 ADOT Double Catch Basin	1	EA	Twenty Five Thousand	25000	$ 25,000.00
540	D50=8" x 16" Deep Flow Riprap and 6"-12" dia. Placed	1,930	SF	Twenty Four	24	$ 46,320.00
541	D50=8" x 16" Deep Riprap, with boulders	3,019	SF	Twenty Seven	27	$ 81,513.00
542	D50=8" x 16" Deep Riprap	245	SF	Twenty Five	25	$ 6,125.00
546	D50=3" x 6" Deep Riprap	1,675	SF	Ten	10	$ 16,750.00
548	LID Basins	1,090	SF	Ten	10	$ 10,900.00
550	Concrete Encase CMP	1	LS	Twenty Thousand Five Hundred	20500	$ 20,500.00
560	Erosion Control Blanket	116	SF	Fourteen	14	$ 1,624.00
	OTHER CONSTRUCTION					
901	Sign Post, Foundation, and Sign Installation	9	EA	Three Hundred and Fifty	350	$ 3,150.00
910	FUTS Rail Fence (COF Std. Det. 14-01-010)	695	LF	Ninety Three	93	$ 64,635.00
912	FUTS Safety Rail, Top of Wall Mount	117	LF	One Hundred and Thirty Eight	138	$ 16,146.00
913	FUTS Safety Rail, with footing	83	LF	Two Hundred and Fifty	250	$ 20,750.00
914	FUTS Gate	1	LS	Ten Thousand One Hundred	10100	$ 10,100.00
915	Removable Bollard	2	EA	Two Thousand Two Hundred	2200	$ 4,400.00
920	Seed Mulch	48,220	SF	Fifteen cents	0.15	$ 7,233.00
921	Hydraulically Applied Bonded Fiber Matrix	5,361	SY	Three	3	$ 16,083.00

960	10' Crosswalk Striping	1	EA	Fifteen Thousand Nine Hundred	15900	$	15,900.00
	Temporary Wall Protection and Construction Plan	1	LS	Twenty Five Thousand	25000	$	25,000.00
	Traffic Control	1	LS	Twenty Five Thousand	25000	$	25,000.00
	Construction Staking & As-Built Plans	1	LS	Twenty Five Thousand	25000	$	25,000.00
	Erosion Control	1	LS	Fifteen Thousand	15000	$	15,000.00
	ALLOWANCE						
	Unsuitable Material	2,000	CY	Seventy Five	75	$	150,000.00
	Rock Excavation	1,000	CY	Two Hundred and Fifty	250	$	250,000.00
	Total Bid Amount (Base Bid)	**Two million, seven hundred seventy one thousand, four hundred seventy five**				**$**	**2,771,475.00**
		(IN WORDS)				(IN FIGURES)	
	BID ADD 1 - HILLTOP FEEDER TRAIL						
	REMOVALS						
001	Clear & Grub (Includes Trees ≤12" Dia.)	1	LS	Fifteen Thousand	15000	$	15,000.00
002	Remove Tree & Stump >12" Dia	1	EA	One Thousand Six Hundred	1600	$	1,600.00
003	Remove & Dispose Asphalt	10	SY	Eighty Six	86	$	860.00
005	Remove Curb & Gutter	20	LF	Ten	10	$	200.00
	TRAIL CONSTRUCTION						
201	3" AC / 6" ABC or Match Existing	10	SY	One Hundred and Seventy One	171	$	1,710.00
203	4" PCC / 4" ABC Feeder Trail	1,850	SF	Twenty Four	24	$	44,400.00
210	Type 'A' Curb & Gutter	20	LF	One Hundred and Thirty Six	136	$	2,720.00
211	Type 'A' Single Curb	15	LF	One Hundred and Thirty Five	135	$	2,025.00
216	Cast Iron Detectable Warning	1	EA	One Thousand	1000	$	1,000.00
	OTHER CONSTRUCTION						
901	Sign Post, Foundation, and Sign Installation	4	EA	Five Hundred	500	$	2,000.00
920	Seed Mulch	1,315	SF	Fifteen cents	0.15	$	197.25
921	Hydraulically Applied Bonded Fiber Matrix	147	SY	Three	3	$	441.00
	Construction Staking & As-Built Plans	1	LS	Ten Thousand Five Hundred	10500	$	10,500.00
	Erosion Control	1	LS	Ten Thousand	10000	$	10,000.00
	BID ADD 1 - ALLOWANCE						
	Unsuitable Material	300	CY	Seventy Five	75	$	22,500.00
	Rock Excavation	100	CY	Three Hundred and Fifty	350	$	35,000.00
	Total Bid Amount (Bid Add 1)	One hundred fifty thousand, one hundred fifty three and 25/100				$	150,153.25
		(IN WORDS)				(IN FIGURES)	
	Total Bid Amount (Base Bid+ Bid Add 1)	Two million, nine hundred twenty one thousand, six hundred twenty eight and 25/100				$	2,921,628.25
		(IN WORDS)				(IN FIGURES)	


Switzer Canyon FUTS
89
City Limits
City Limits
66
66
40
17
17
89A
City Limits
N

Switzer Canyon FUTS Trail



Switzer Canyon Drive

Fry's Grocery Store

Route 66

N

0 0.5 1 2 Miles

CITY OF FLAGSTAFF

CONTRACT SUPPLEMENTARY JUSTIFICATION

☒ CONTRACT ALLOWANCE

☒ ADMINISTRATIVE CHANGE ORDER

PROJECT NO.	ST3023	PROJECT NAME	Switzer Canyon FUTS
FILE NO.	03-16013	PROJECT MANAGER	Alec Latino
CONTRACTOR / CONSULTANT	B4 Enterprises Inc		

PROJECT DESCRIPTON

The Switzer Canyon Trail is a planned Flagstaff Urban Trails System (FUTS), approximately 0.8 miles in length, 10 feet in width, which will connect the downtown area to the Switzer Ridge neighborhood with a feeder trail coming from the Cherry Hill neighborhood. This multi-use, non-motorized, aggregate mix and concrete trail will allow users the opportunity to commute from the downtown area to McMillin Mesa/Buffalo Park without leaving the FUTS. This project also includes multiple storm water crossings along the trail.

JUSTIFICATION FOR USE & AMOUNT

Contract Allowance Amount	$146,081.41 (5% of Lowest Bid)	Administrative Change Order Amount	$146,081.41 (5% of Lowest Bid)

Justification

Request is to provide an allowance to accommodate unanticipated and/or unforeseen issues and for quantity adjustments. Plan quantities are considered accurate but final quantities are measured during construction. The contractor must be compensated for actual quantities of work (MAG 102.3). Quantities often change because of unknown and/or necessary field changes. Without an allowance, project work may need to be suspended until an agenda item can be brought before Council for consideration and approval. An allowance will provide needed flexibility in delivery of improvements, minimizing negative impacts to the community during construction. Any additional quantities needed do become an asset of the City and any unused fund allocation is returned to the program fund.

COST / BUDGET / FUNDING SOURCE ANALYSIS

Contract Allowance Amount	$146,081.41 (5% of Lowest Bid)	Administrative Change Order Amount	$146,081.41 (5% of Lowest Bid)

Justification

Allowance request is 5% of the lowest bid of $2,921,628.25 from B4 Enterprises Inc and Change Order Amount is 5% of the $2,921,628.25 bid amount from B4 Enterprises Inc. Adequate funding is pending approval of the FY26 authorized budget total $3,772,152.00. The budget accommodates design, construction estimated costs, permitting, testing and inspections, soft costs, of Capital Improvements project management costs.

	Signature	Date
Project Manager	alec latino	6/13/25
Section Head		6/13/25
Division Head	Paul Mood	6/13/25

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Christine Cameron, Project Manager III

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Approval of Engineering Contract Change Order: Change Order #5 to WSP USA, Inc. in the amount of $511,193.00 for the Downtown Mile Safety and Connectivity Improvement Project Amtrak Station Platforms.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Change Order #5 to WSP USA, Inc. (WSP) in the amount of $511,193.00;
2. Approve the time extension of 180 calendar days; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

In 2022, the City of Flagstaff was awarded a U.S. Department of Transportation Infrastructure for Rebuilding Amercica (INFRA) grant for the Downtown Mile Safety and Connectivity Project. The Amtrak platform portion of the project was not eligible for funding under the INFRA grant, so the platforms were removed from the grant application. In 2024, the City of Flagstaff and BNSF Railway (BNSF) partnered on a Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant application for the platform work, and we were awarded the construction funding that the INFRA grant did not cover. The City will now complete the design of the platforms as part of the Downtown Mile Project and construct both together. This Change Order #5 allows for design of the platforms as part of the Downtown Mile Project. Change Order #5 was approved by the City Change Order Committee on June 5, 2025.

Financial Impact:

Project design is funded by the City of Flagstaff Proposition 419 and contributions from BNSF. FY2025-26 budget is $470,000 in account #409-09-427-3520-1. The remaining budget will be funded from the overall Downtown Mile project budget in account 409-09-427-3520-1 with total budget in FY2025-26 of $7,250,033.

Policy Impact:

No Impact.

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

Priority Based Budget Key Community Priorities and Objectives

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

Carbon Neutrality Plan

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

Regional Plan

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

Has There Been Previous Council Decision on This:
None

Options and Alternatives:

1. Approve Change Order #5 with WSP as recommended, which will allow WSP to complete the Amtrak platform design with the Downtown Mile; or
2. Reject the Change Order and provide additional direction to staff. This option would delay the design.

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

- **Florence to Walnut Pedestrian Underpass** -- Construction of a pedestrian underpass to the west of the ADOT B40/Milton Road Underpass/BNSF rail bridge. Proposed to connect Florence Street and Walnut Street with a grade-separated pedestrian tunnel in an area of active trespassing.
- **ADOT B40 Milton Road Underpass/BNSF Rail Bridge Reconstruction** -- The existing two-track bridge structure over Milton Road will be replaced and the location of the underpass will be shifted to the north in alignment with the proposed permanent third main line of the BNSF tracks. The bridge will include a span arrangement that will allow for the future ADOT corridor expansion, including multimodal improvements. Additionally, the proposed structure shall provide a minimum of 16'-8" vertical clearance as required by current ADOT and BNSF standards.
- **Rio de Flag Pedestrian Underpass** -- This grade-separated pedestrian underpass will be constructed under the BNSF corridor and adjacent to the Rio de Flag flood control concrete box culvert. It will be tied into the future Mountain Line Downtown Connection Center site located on Phoenix Avenue.
- **Beaver Street and San Francisco Street At-grade Crossing Safety Improvements** -- Will include at-grade crossing safety improvements associated with two one-way streets that intersect with the BNSF corridor adjacent to the current Amtrak station. These improvements are focused particularly on enhancing safety for pedestrians.
- **Amtrak Station Improvements** - Reconstructed north platform and new south platform.
- **Community Rail Safety Plan** - A rail safety plan in accordance with Federal Railroad Administration guidelines will be delivered during design.

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

Key Considerations:
The reconstruction of the north Amtrak platform will provide necessary drainage improvements and ADA improvements of the existing platform. The new south platform will provide improved rail efficiency and safety, reducing the conflict between freight and passenger services.

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

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

The first project public meeting was held on June 14, 2023. There is a Project website available at Flagstaffdowntownmileproject.org.

Expanded Options and Alternatives:

1. Approve Change Order #5 with WSP as recommended which will allow WSP to complete design of the Amtrak Platforms; or
2. Reject the Change Order and provide additional direction to staff. This option would delay the design.

Attachments: WSP Amtrak Platform CO5
WSP Amtrak scope and fee
Amtrak Platforms Exhibit

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. 5
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO.	3520	**PROJECT NAME:**	Downtown Mile - Amtrak Station Platforms
FILE NO.	03-23016	**PROJECT MANAGER:**	Christine Cameron
FIRM NAME:	WSP		

Purchase Order Number: 23-002534 | **Line Number:** 1 | **Amount** $ 3,910,427.40

Change Order originated by: ☑ CITY OF FLAGSTAFF ☐ CONTRACTOR ☑ DESIGN FIRM ☐ OTHER: _____

DETAILED DESCRIPTION:

This change order is for additional design required for the Amtrak Station Platforms portion of the Downtown Mile Safety and Connectivity Project.

The attached proposal from WSP provides further detail on the scope of services and fee.

JUSTIFICATION:

These changes are required due to additional design work for the north and south Amtrak platform construction. This work was originally included in the Downtown Mile Project but was not eligible under the USDOT INFRA grant, so the design was not advanced. The scope had to be removed until funding was secured. The City was awarded a CRISI grant in November 2024 which provides funding for the platform portion of the project.

TIME ANALYSIS:

The contract will need to be extended to June 30, 2026 for this additional work.

COST ANALYSIS:

The Amtrak Platform Project construction is funded by a U.S. Department of Transportation CRISI Grant in the amount of $4,989,600. Design funding for the north platform scope will be provided by the City of Flagstaff and fundng for the south platform will be provided by BNSF Railway. The project is funded in FY 25 in the amount of $10,051,365.00.

CITY OF FLAGSTAFF — *PROJECT STATUS FORM*

PROJECT NAME: Downtown Mile - Amtrak Station Platf

☑ **Design**
☐ **Construction**
☐ **Other**

PROJECT NO. 3520 | **FILE NO.** 03-23016

ACCT. NO. 409-09-427-3520-1-4421 100.00 %

ACCT. NO. _____ %

COUNCIL APPROVAL DATE: 10/18/2022 | **ORIGINAL CONTRACT AMOUNT:** $ 3,207,026.38

PROJECT BUDGET (FY 25 **)** $ 10,051,365.00 | **PROJECT BUDGET (FY** 26 **)** $ 11,605,000.00

NOTICE TO PROCEED DATE: 11/01/2022 | **ORIGINAL CONTRACT PERIOD (calendar days):** 320

ORIGINAL COMPLETION DATE: 09/17/2023 | **ORIGINAL CONTRACT ALLOWANCE:** $ 160,350.00

DESIGN FIRM: WSP

Change Orders / Revision Date	C.O. Amount / New Total	C.O. Days / New Total	Start Date / New Comp. Date	REASON FOR CHANGE
1	$ 83,828.19	365	11/01/2022	Additional geotech, street and trail design, Approved Jurisdictional Delineation.
	$ 3,290,854.57	685	09/16/2024	
2	$ 243,441.40	0	11/01/2022	Bridge structure type design, additional survey, retaining wall structure.
	$ 3,534,295.97	685	09/16/2024	
3	$ 306,606.00	473	11/01/2022	Additional roadway design, drainage work, structure and rail work, beautification work.
	$ 3,840,901.97	1157	01/01/2026	
4	$ 69,526.50	0	11/01/2022	Additional survey, ROW documents, NEPA coordination.
	$ 3,910,428.47	1157	01/01/2026	
5	$ 511,193.00	180	11/01/2022	Amtrak Platform Design
	$ 4,421,621.47	1337	06/30/2026	

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.If there are more than 5 Change Orders, please request a separate form from Purchasing that includes additional spaces. Thank you!

		END DATES		
ORIGINAL CONTRACT PERIOD	320 **Days**	(11/01/2023)	**ORIGINAL CONTRACT**	$ $ 3,207,026.38
PRIOR TIME CHANGES	838 **Days**	(01/01/2026)	**TOTAL PRIOR VALUE CHANGES**	$ $ 703,402.09
THIS TIME CHANGE	180 **Days**	(01/01/2026)	**VALUE OF THIS CHANGE**	$ $ 511,193.00
NEW CONTRACT PERIOD	1337 **Days**	(01/01/2026)	**NEW CONTRACT**	$ $ 4,421,621.47

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. 5
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO. 3520 **PROJECT NAME:** Downtown Mile - Amtrak Station Platforms

FILE NO. 03-23016 **PROJECT MANAGER:** Christine Cameron

SIGNATURES

SUBMITTER

Project Manager	05/27/2025 (Date)	**Approved Signature**	CMC
Department Head	06/05/2025 (Date)	**Approved Signature**	Paul Mood Digitally signed by Paul Mood Date: 2025.06.05 09:10:00 -07'00'

COMMITTEE

Water Services	2025-06-09 (Date)	**Approved Signature**	Douglas Slover Jr Digitally signed by Douglas Slover Jr Date: 2025.06.09 10:15:16 -07'00'
Public Works	6-6-2025 (Date)	**Approved Signature**	Daniel Death
City Engineering	06/05/2025 (Date)	**Approved Signature**	Paul Mood Digitally signed by Paul Mood Date: 2025.06.05 09:12:03 -07'00'
City Attorney	(Date)	**Approved Signature**	Christina A. Kinnear Digitally signed by Christina A. Kinnear DN: cn=Christina A. Kinnear, o=City of Flagstaff, ou=City Attorney, email=christina.kinnear@flagstaffaz.gov, c=US Date: 2025.06.10 13:42:51 -07'00'
Finance	06/10/2025 (Date)	**Approved Signature**	Tammy L. Ryan
Purchasing (Chair)	(Date)	**Approved Signature**	Patrick Brown Digitally signed by Patrick Brown Date: 2025.06.10 15:12:00 -07'00'

EXECUTIVE

City Manager	(Date)	**Approved Signature**	

Council Meeting Date (if required) _____ **Council Approved?** Yes☐ No☐

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

FIRM NAME: WSP **Signature:** Melita, Joy (Melita) Digitally signed by Melita, Joy (Melita) DN: cn=Melita, Joy (Melita), ou=Active, email=Joy.Melita@wsp.com Date: 2025.03.18 13:45:07 -07'00'

Date: 06/04/2025 **Print Name and Title:** Joy Melita, Senior Vice President

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

Scope of Work
For
Planning and Design Services
Change Order #6
(City of Flagstaff Design Change Order #5)

March 2025

GENERAL DESCRIPTION OF WORK:

WSP USA (WSP) is continuing to provide Design Services for the Downtown Mile project. As part of a recent CRISI award to the City of Flagstaff, the north Amtrak platform will be reconstructed to meet current platform requirements, and a new south platform will be constructed to service passengers from future BNSF Railway Mainline #3. This contract modification is being submitted to capture additional scope items for this work.

Additional work under this contract modification will be supported by the following subconsultants:

1. Peak Engineering: Site Civil plans and drainage plans.

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

PROJECT SCHEDULE

Additional time based on additional scope is required for these tasks. A revised schedule is attached to this proposal. An extension of the contract to June 30, 2026, is requested. The extension will be tied to this scope which will assume a different submittal schedule than other scope for this project.

TASK 1.0 – PROJECT MANAGEMENT AND COORDINATION

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

SUBTASKS:

TASK 1.1: Project Management work will include project set up, monthly invoicing, and project tracking. Additional work under this task includes an additional 10 months of time for the schedule extension.

TASK 9.0 – RAIL

The work under this task includes the scope of work required to design the reconstruction of the north Amtrak platform along BNSF Railway Mainline #2 and to design a new south platform along BNSF Railway Mainline #3 to meet current BNSF and Amtrak standards. The south platform scope was included in the original contract but was removed from the scope as part of City of Flagstaff Design Change Order #3. It is being brought back into scope with the award of the CRISI grant for the platform work.

It is anticipated that a preliminary 30% concept will be developed and submitted to the City, BNSF, and Amtrak for review and comment. After review, a final 90% design package will be submitted for review followed by a PS&E submittal. It is anticipated that PS&E submittal will have no further comments and will not require any additional changes. It is also anticipated that there will be no significant changes after the 30% submittal has been reviewed by all parties. Additional submittal packages may require a contract modification.

The submittal packages will be developed independently from the Downtown Mile plan set and will be considered supplemental packages that will generally follow project CADD standards except as modified by Amtrak standards as required. It is anticipated that this package will consist of approximately 60 sheets based on similar projects.

TASK 9.6 (Amtrak Station South): Work includes the design of improvements to a new Amtrak platform to be constructed between BNSF Railway Mainline #3 and the USACE Rio de Flag Flood Control project. Anticipated work includes civil layout and design of the platform, access walkways to meet ADA requirements, design of drainage systems to collect and convey water away from BNSF Railway (to be completed by Subconsultant Peak Engineering, Inc.), and upgrades to signs, lighting, and other features per the Amtrak Station Program Planning Guidelines. Design of elevated features such as elevators and raised platforms across BNSF tracks are not included within this scope.

TASK 9.6.1 Amtrak Coordination and Site Visit: This work includes a site visit to review existing conditions and identify constraints within the project limits. The field visit will occur after a preliminary concept is developed to verify field constraints and scope. A meeting will be set up during the site visit to include the City, BNSF and Amtrak (if available) to discuss design features. Additional bi-monthly meetings are anticipated during the design of the north platform and will include the Project Manager and two lead Engineers for an anticipated total of 6 bi-monthly meetings. Meetings are anticipated to last 1 hour and will be held virtually. WSP will prepare a meeting agenda and minutes. Costs for the site visit meetings are split between Task 9.6.1 and Task 9.7.1.

It is also anticipated that coordination will be required to develop a design variance memo for these platforms addressing standards under NFPA 130. Per discussions with Amtrak, a variance request will likely apply for both platforms. Time is included to develop a memorandum outlining variances from NFPA 130 and discussions and coordination with both Amtrak and BNSF for concurrence with the identified variances. Costs for the memorandum and coordination meetings are split between Task 9.6.1 and Task 9.7.1.

TASK 9.6.2 Site Civil: This work includes coordination with Peak Engineering for the layout of an approximately 650-foot-long platform reconstructed to 8" above top of rail, to current standards. WSP will develop the site civil layout of railings, signage, lighting, and landscaping to meet current Amtrak platform standards. Work is confined to the platform and ingress/egress areas. No modifications for the building or existing parking lot are included. Passenger Information Display System (PIDS) layout will be limited to electrical conduit and equipment locations. Amtrak has indicated the PIDS design will be performed by Amtrak.

TASK 9.6.3 Structural: This work includes the design of the platform following the BNSF Passenger Platform Guidelines. It is anticipated that a reinforced slab on grade is appropriate for this project with typical doweled construction joints. If directed by Amtrak or BNSF to provide a different structural system, a contract modification may be required. It is also anticipated that other structural systems such as signage and rails will be based on typical Amtrak or local agency details and no special details will be required for these elements. Costs for the structural design of the platform are split between Task 9.6.3 and Task 9.7.3.

Design of a platform canopy is included in this task. It is assumed that the canopy will be a steel frame cantilever system and not a full enclosure. Design will be per the AISC Steel Construction Manual (LRFD) and the International Building Code. Design will include main force resisting systems (vertical and horizontal), secondary systems for components and cladding, and foundation systems.

TASK 9.6.4 Architectural: This work includes architectural elements associated with tasks in Task 9.6.2 including flatwork and railing design. Where possible, existing standards and details will be used. No changes to the building or parking lot is included. It is assumed under this task that the City will provide coordination with the State Historic Preservation Office (SHPO). A previous project at this location utilized a reset of existing brick pavers. Pavers are not currently preferred by Amtrak, and it is assumed that a concrete slab will be utilized. If pavers are directed, a contract modification may be required to incorporate these details into the plan set. It is assumed that architectural details will be similar at both platforms. Costs for the architectural design of the platform are split between Task 9.6.4 and Task 9.7.4. Work also includes the architectural design for the canopy. The architect is responsible for general concept, finishing, and components and cladding. The architect will submit concepts to the City and the Beautification and Public Art Commission (BPAC) during concept development for input.

TASK 9.6.5 Electrical: This work includes electrical elements associated with tasks in Task 9.6.2. Additional work will consist of providing conduit for potential Passenger Information Display Systems (PIDS). It is assumed that lighting design will be required at the south platform with work included in this task. Full design of the PIDS system is not included in this scope but can be added through a contract modification if required.

TASK 9.6.6 Construction Cost Estimate: This work includes development of an Engineer's Estimate of Probable Cost.

TASK 9.7 (Amtrak Station North): Work includes the improvements to the existing Amtrak platform to bring the existing platform into existing rail and Amtrak standards. Anticipated work includes reconstruction of the platform, improvements to the area between the historic building and the reconstructed platform to meet ADA requirements, improvements to drainage to address existing ponding issues along BNSF tracks (to be performed by Peak Engineering), and upgrades to signs, lighting, and other features per Amtrak Station Program Planning Guidelines. Design of elevated features such as elevators and raised platforms across BNSF tracks are not included within this scope.

TASK 9.7.1 Amtrak Coordination and Site Visit: This work includes a site visit to review existing conditions and identify constraints within the project limits. A meeting will be set up during the site visit to include the City, BNSF and Amtrak (if available) to discuss design features. Additional bi-monthly meetings are anticipated during the design of the north platform and will include the Project Manager and two lead Engineers for an anticipated total of 6 bi-monthly meetings. Meetings are anticipated to last 1 hour and will be held virtually. WSP will prepare a meeting agenda and minutes. Costs for the site visit meetings are split between Task 9.6.1 and Task 9.7.1.

It is also anticipated that coordination will be required to develop a design variance memo for these platforms addressing standards under NFPA 130. Per discussions with Amtrak, a variance request will likely apply for both platforms. Time is included to develop a memorandum outlining variances from NFPA 130 and discussions and coordination with both Amtrak and BNSF for concurrence with the identified variances. Costs for the memorandum and coordination meetings are split between Task 9.6.1 and Task 9.7.1.

TASK 9.7.2 Site Civil: This work includes coordination with Peak Engineering for the layout of an approximately 650-foot-long platform reconstructed to 8” above top of rail, to current standards. WSP will develop the site civil layout of railings, signage, lighting, and landscaping to meet current Amtrak platform standards. Work is confined to the platform and ingress/egress areas. No modifications for the building or existing parking lot are included. PIDS layout will be limited to electrical conduit and equipment locations. Amtrak has indicated the PIDS design will be performed by Amtrak.

TASK 9.7.3 Structural: This work includes the design of the platform following the BNSF Passenger Platform Guidelines. It is anticipated that a reinforced slab on grade is appropriate for this project with typical doweled construction joints. If directed by Amtrak or BNSF to provide a different structural system, a contract modification may be required. It is also anticipated that other structural systems such as signage and rails will be based on typical Amtrak or local agency details and no special details will be required for these elements. Costs for the structural design of the platform are split between Task 9.6.3 and Task 9.7.3.

TASK 9.7.4 Architectural: This work includes architectural elements associated with tasks in Task 9.7.2 including flatwork and railing design. Where possible, existing standards and details will be used. No changes to the building or parking lot is included. It is assumed under this task that the City will provide coordination with the State Historic Preservation Office (SHPO). A previous project at this location utilized a reset of existing brick pavers. Pavers are not currently preferred by Amtrak, and it is assumed that a concrete slab will be utilized. If pavers are directed, a contract modification may be required to incorporate these details into the plan set. It is assumed that architectural details will be similar at both platforms. Costs for the architectural design of the platform are split between Task 9.6.4 and Task

9.7.4. Work also includes the architectural design for the canopy. The architect is responsible for general concept, finishing, and components and cladding.

TASK 9.7.5 Electrical: This work includes electrical elements associated with tasks in Task 9.7.2. Additional work will consist of providing conduit for potential Passenger Information Display Systems (PIDS). It is anticipated that existing lighting will not be modified. Full design of the PIDS system is not included in this scope but can be added through a contract modification if required.

TASK 9.7.6 Construction Cost Estimate: This work includes development of an Engineer's Estimate of Probable Cost.

DELIVERABLES:

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

Design Concept Exhibit (Electronic PDF)

30% Amtrak Platform Plans, Specifications, and Estimate (Electronic PDF)

Final Amtrak Platform Plans, Specifications, and Estimate (Electronic PDF)

PS&E Amtrak Platform Plans, Specifications, and Estimate (Electronic PDF)

ASSUMPTIONS:

1. Amtrak will provide turning movements and load requirements for any specialty vehicles to support service. Civil and structural will consider these vehicles. It is anticipated that a wheelchair assist vehicle and baggage cart will be included in design.
2. All utility work can be serviced from existing utilities.
3. The canopy will be a standard "off the shelf" product or simple steel post and canopy system common throughout the state. If a non-standard canopy is desired, a contract modification will be required.

EXCLUSIONS

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

1. No additional environmental work is included in this scope. Any additional environmental work caused by changes to scope will require a contract modification that will be submitted to the City for review and approval.
2. The north platform work is limited to the area required to provide a platform and ingress/egress/ADA ramps for use by Amtrak passengers. Additional work to the building and parking lot are not included in this scope of work.
3. PIDS layout will be limited to electrical conduit and equipment locations. Amtrak has indicated the PIDS design will be performed by Amtrak.
4. Specifications will be limited to supplemental items not covered by the Downtown Mile project specifications.

5. Design of elevated platforms, stairways, or elevators across BNSF for use by Amtrak users is not included within this scope of work.
6. Design of a wheelchair lift enclosure is not included within this scope but may be added by contract modification if required by Amtrak.

DIRECT EXPENSES

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

Contract No.: 2022-108

COF Downtown Mile Project

New Contract:

Contract Mod: X No. 6

DERIVATION OF COST PROPOSAL SUMMARY

ESTIMATED DIRECT LABOR

Classification	Manhours	% of Total Hours	Billable Hourly Rate	Estimated Labor Costs
Project Principal	66	5.3%	$285.00	$18,810.00
Project Manager	0	0.0%	$250.00	$0.00
Resident Engineer	0	0.0%	$230.00	$0.00
Project Engineer-Sr	298	24.1%	$255.00	$75,990.00
Project Engineer	100	8.1%	$180.00	$18,000.00
Engineer	192	15.6%	$125.00	$24,000.00
Designer - Sr.	60	4.9%	$145.00	$8,700.00
Designer	94	7.6%	$95.00	$8,930.00
Geologist-Sr.	0	0.0%	$280.00	$0.00
CADD Technician	404	32.7%	$105.00	$42,420.00
Environmental	0	0.0%	$180.00	$0.00
Administrative	0	0.0%	$95.00	$0.00
Project Administrator	20	1.6%	$145.00	$2,900.00
Transportation Planner	0	0.0%	$105.00	$0.00
Transportation Planner - Sr.	0	0.0%	$205.00	$0.00
GIS Analysis/Technician	0	0.0%	$175.00	$0.00
Graphic Designer - Sr.	0	0.0%	$130.00	$0.00
Graphic Designer	0	0.0%	$90.00	$0.00
PI Specialist	0	0.0%	$145.00	$0.00
TOTAL Hours	1,234			
			Sub-Total Labor Expense:	$199,750.00

ESTIMATED DIRECT EXPENSES

Outside Reproduction	$0.00
Courier/Postage	$0.00
Mileage	$0.00
Travel	$3,308.00
Miscellaneous Expenses	$0.00
Sub-Total Direct Expenses:	$3,308.00

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Subconsultant	Method of Compensation	DBE	Fee
Peak - NP	Unit Rate	No	$146,920.00
Peak - SP	Unit Rate	No	$121,165.00
0	Unit Rate	0	$0.00
0	Unit Rate	0	$0.00
0	Unit Rate	0	$0.00
0	Unit Rate	0	$0.00
0	Unit Rate	0	$0.00
0	Unit Rate	0	$0.00
	Sub-Total Outside Services Expense:		$268,085.00

ESTIMATED TOTAL

TOTAL ESTIMATED COST: $471,143.00

CONTRACT TIME: 365 CALENDAR DAYS

CONTINGENCY (10%) $40,000.00



Signature

3/12/2025

Date

COF Downtown Mile Project

Contract No. 2022-108

TASK/DISCIPLINE	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist	Total
1.0 Project Management	10	0	0	10	0	0	0	0	0	0	0	0	20	0	0	0	0	0	0	40.0
2.0 Roadway	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
3.0 Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
4.0 Traffic and MOT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
5.0 Structures	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
6.0 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
7.0 Environmental	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
8.0 Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
9.0 Rail	56	0	0	288	100	192	60	94	0	404	0	0	0	0	0	0	0	0	0	1,194.0
10.0 Planning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-
PROJECT TOTAL HOURS	66	0	0	298	100	192	60	94	0	404	0	0	20	0	0	0	0	0	0	1234

COST BREAKDOWN BY TASK:

MANAGEMENT $8,300

NORTH AMTRAK PLATFORM

WSP FEE	$79,170
PEAK FEE	$146,920
TOTAL	$226,090

SOUTH AMTRAK PLATFORM

WSP FEE	$112,280
PEAK FEE	$121,165
TOTAL	$233,445

TOTAL $467,835

EXPENSES $3,308

COF Downtown Mile Project
Contract No. 2022-108

1.0 Project Management TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
1.1 Project Management (10 Month Extension)	40	10			10									20						
	0																			
	0																			
	0																			
	0																			
	0																			
	0																			
	0																			
	0																			
	0																			
	0																			
SUBTOTAL 1.0 Project Management	40	10	0	0	10	0	0	0	0	0	0	0	0	20	0	0	0	0	0	0

Task Cost: $ 8,300.00

COF Downtown Mile Project
Contract No. 2022-108

9.0 Rail TASK DESCRIPTION	Total Hours	Project Principal	Project Manager	Resident Engineer	Project Engineer-Sr	Project Engineer	Engineer	Designer - Sr.	Designer	Geologist-Sr.	CADD Technician	Environmental	Administrative	Project Administrator	Transportation Planner	Transportation Planner - Sr.	GIS Analysis/Technician	Graphic Designer - Sr.	Graphic Designer	PI Specialist
Task 9.6 - Amtrak Station - Southern Platform	0																			
Task 9.6.1 - Amtrak Coordination & Site Visit	78	18			52	8														
Task 9.6.2 Site Civil (Railing, signage, lighting, PIDS conduit)	140				44	16	40				40									
Task 9.6.3 Structural (Platform and Canopy)	210	10			32		56				112									
Task 9.6.4 Architectural (Railing, Aesthetics, and Canopy)	102				12			30			60									
Task 9.6.5 Electrical	162				8	32			62		60									
Task 9.6.6 Construction Cost Estimate and Specifications	32	4			8		20													
SUBTOTAL South Platform	724	32	0	0	156	56	116	30	62	0	272	0	0	0	0	0	0	0	0	0
																			South Platform Cost:	$ 112,280.00
Task 9.7 - Amtrak Station - Northern Platform	0																			
Task 9.7.1 - Amtrak Coordination & Site Visit	78	18			52	8														
Task 9.7.2 Site Civil (Railing, signage, lighting, PIDS conduit)	140				44	16	40				40									
Task 9.7.3 Structural (Platform)	58	2			8		16				32									
Task 9.7.4 Architectural (Railing and Aesthetics)	102				12			30			60									
Task 9.7.5 Electrical	60				8	20			32											
Task 9.7.6 Construction Cost Estimate and Specifications	32	4			8		20													
SUBTOTAL North Platform	470	24	0	0	132	44	76	30	32	0	132	0	0	0	0	0	0	0	0	0
																			North Platform Cost:	$ 79,170.00
SUBTOTAL 9.0 Rail	1194	56	0	0	288	100	192	60	94	0	404	0	0	0	0	0	0	0	0	0
																			Task Cost:	$ 191,450.00

COF Downtown Mile Project
Contract No. 2022-108

DIRECT EXPENSES

ITEM	No.	Unit Cost	Cost
Outside Reproduction			
11"x17" Copies (Color)		$ 1.25	$ -
11"x17" Copies (B&W)		$ 0.50	$ -
8 ½" x 11" Copies (Color)		$ 0.75	$ -
8 ½" x 11" Copies B&W)		$ 0.25	$ -
5" x 10" card stock mailer (color, 50% bleed)		$ 0.50	$ -
		SUB-TOTAL:	$ -
Courier/Postage/Overnight Mail			
Courier		$ 7.95	$ -
Postage		$ 0.50	$ -
Overnight Mail		$ 5.00	$ -
		SUB-TOTAL:	$ -

Mileage							
Site Reconn/Boring Locate	@	300 miles	roundtrip	0	$ 0.560	$	-
Field Work mob/demob	@	300 miles	roundtrip	0	$ 0.560	$	-
Field Work daily travel	@	20 miles		0	$ 0.560	$	-
Meetings	@	300 miles	roundtrip	0	$ 0.560	$	-
Field Visits	@	300 miles	roundtrip	0	$ 0.560	$	-
					SUB-TOTAL:	$	-

Travel*									
Meals	2 staff	@	3 days	@	$ 74.00	6	$ 74.00	$	444.00
Lodging	2 staff	@	2 days	@	$ 141.00	4	$ 141.00	$	564.00
Rental Car	1 staff	@	3 days	@	$ 100.00	3	$ 100.00	$	300.00
Airfare	2 staff	@	1 trips	@	$ 1,000.00	2	$ 1,000.00	$	2,000.00
		@		@		0	$ -	$	-
*Covers only travel 15 miles or more beyond the City Limits or by Firms from other than Flagstaff							SUB-TOTAL:	$	3,308.00

Miscellaneous Expenses		
	SUB-TOTAL:	$ -

TOTAL DIRECT EXPENSES

TOTAL:	$ 3,308.00

SCOPE OF SERVICES

Date:	July 17, 2024 Rev. July 30, 2024 Rev. January 10, 2025
Project:	**Amtrak Platform** (associated with **Downtown Mile** project)
WSP Project No:	TBD
Peak Project No:	24WSP01
Prepared For:	WSP *(Client: City of Flagstaff)*
Prepared By:	J.Leid

PROJECT DESCRIPTION

The project is replacement of the Amtrak boarding and deboarding area (platform) between the Flagstaff Visitor's Center and the BNSF Railway right of way on the north side and addition of a platform along the south side. The project is bounded by Beaver Street to the west and San Francisco Street to the east. The project will address ADA compliance and nuisance drainage issues along the railroad tracks. This project is to be done in conjunction with the Downtown Mile project which is a mile-long section of rail improvements and local infrastructure improvements. There will be a minor change in rail elevation adjacent to the platform and we will coordinate with WSP's rail engineer to accommodate the new elevations.

WSP is the prime consultant for the City of Flagstaff and will lead the submittal and coordination with BNSF and Amtrak. WSP's scope includes rail design and establishing elevations within BNSF Right of Way.

Peak's scope is to provide grading and drainage design for both the north and south platforms. Peak will prepare design plans and a drainage report for surface and drainage improvements. Peak Engineering's plans will be incorporated into WSP's project plan set. Separate cover, notes, index and legend sheets are not necessary. The drainage design report will be prepared in accordance with City of Flagstaff engineering standards.

For tracking purposes, tasks are separate for the north and south platforms. However, the plans, documents and deliverables will not be separate.

NORTH PLATFORM TASKS:

For mitigating the nuisance drainage issue along the platform and north edge of the railroad tracks, stormwater could be routed to one of two underground systems. The area is very flat and there is not space or grade to install a ditch for stormwater runoff. Exhibit A shows the location of the platform and the two options for conveyance of runoff to existing stormdrain systems, as depicted by the teal lines.

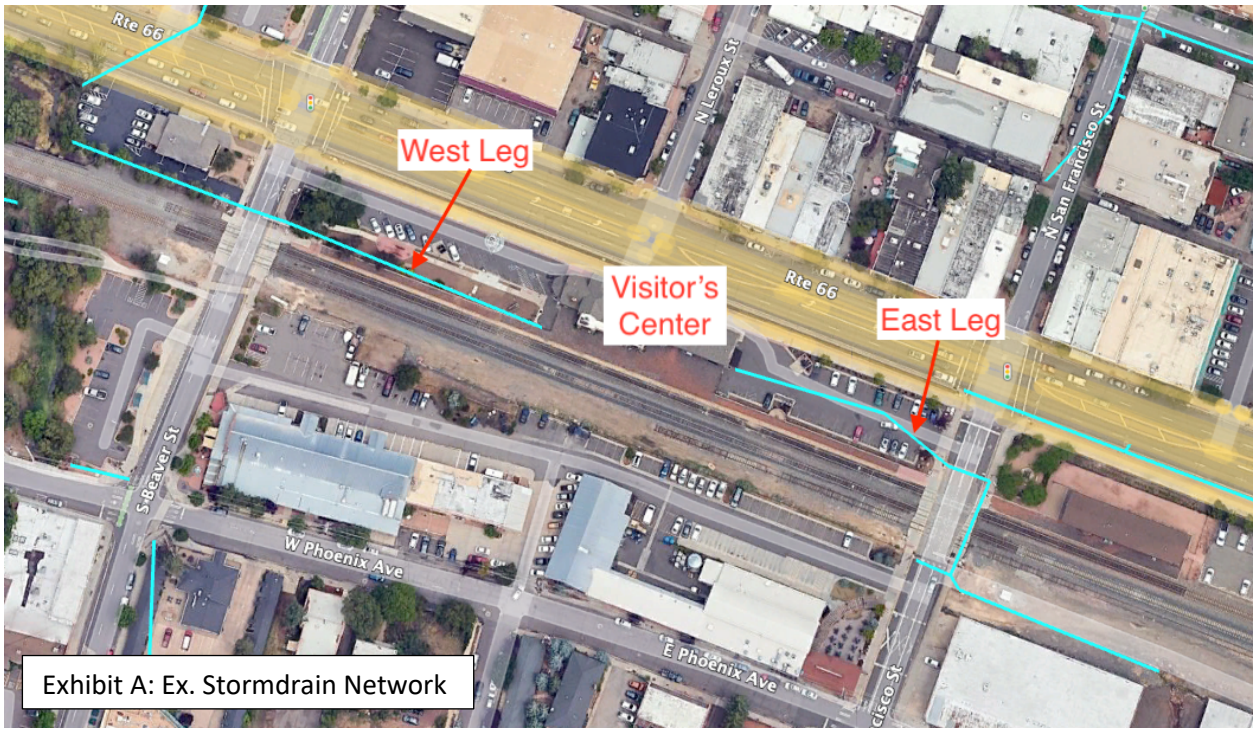


Exhibit A: Ex. Stormdrain Network

N1. Existing Conditions Analysis

Peak Engineering will:

- Coordinate with Adams Trenching to inspect the west leg of the stormdrain system. Investigation would extend to the Rio de Flag (west) and includes size, type and the general condition of piping based on visual or video observation. The pipe will likely need to be cleaned prior to investigation.
- Perform hydrologic analysis: determine discharge rate to the east and west stormdrain legs and outfall for existing paver platform. It is assumed that drainage from Route 66 and north does not contribute to the east and west stormdrain legs or impact the visitor's center.
- Perform hydraulic analysis: evaluate catch basin inlet type, condition and its impacts on the drainage system and pipe capacity of the east and west leg stormdrain systems.

Note that a separate additional services request includes analysis of the existing stormdrain system in San Francisco Street at the BNSF crossing and a pipe inspection by Adams Trenching. The intent is that this work will occur simultaneously. The scope of this task is primarily for analysis of the west leg and for the stormdrain in the parking lot on the east leg.

Deliverables: Report of existing stormdrain condition (Adams Trenching), hydrologic model (internal) & existing hydraulic capacity (internal)

N2. Preliminary Design

Peak Engineering will:

- Use existing stormdrain capacity to determine which inlets would need to be upsized and which segments would require upsizing to meet the City's drainage requirements.
- Prepare a memo of drainage findings.
- Meet with City staff to discuss impacts of drainage findings and to steer the 30% design approach.
- Prepare 30% design for a drainage strategy that would mitigate ponded water from BNSF right of way and the paver platform area. The drainage strategy could include upsizing one of the stormdrain legs or could include underground detention (below pavers) for attenuation if maintaining existing discharge rate to the east and west stormdrain legs.
- Prepare 30% design for the platform replacement for ADA compliance.
- Prepare 30% design plans that show extent of surface and underground improvements. The 30% design would include plan sheet(s) of the extent of platform replacement, stormdrain layout (no profiles) and would include call-out text to describe intent.
- Prepare quantities in support of an engineer's opinion of probable construction cost, EOPCC, which would be included in the overall Downtown Mile project.

Deliverables: Existing stormdrain capacity memo, 30% design plans, drainage memo, design coordination meeting, quantities.

Comments from the preliminary design will be incorporated into the Final 1 design.

N3. Final 1 Design

Peak Engineering will prepare Final 1 design plans and a drainage report. The Final 1 plans will be fully developed. Final 1 Plans are to include:

- Plan and profile sheets for stormdrain improvements which could include piping, trench drain and underdrain system.
- Construction control (sta/offset or N, E) for the surface improvements and stormdrain system.
- Surface grading sheets showing ramps, landing areas, match-up limits.
- Details of inlets or trench drains if standard details are not available

Peak will coordinate rail and platform grading with WSP.

We have included time for two coordination meetings with BNSF, Amtrak and/or City of Flagstaff during design.

The drainage report will include the summary of existing conditions from the Preliminary Design phase, a narrative of the approach, pre vs post runoff calculations, inlet and pipe capacities for existing and/or proposed. The drainage report will be per the City of Flagstaff Stormwater Manual.

We will update quantities for inclusion in the EOPCC for the Downtown Mile project.

The Final 1 Plans will be "For Agency Review". The drainage report will be sealed for City review.

Deliverables: Final 1 Plans, Final Drainage Report, quantities

N4. Final 2 Design

Comments from the Final 1 Design will be incorporated into the Final 2 Design.

Peak Engineering will prepare Final 2 sealed plan sheets (sealed for agency approval & signatures). Only minor edits are anticipated between Final 1 and Final 2 Design. Peak will issue a drainage report addendum, if required.

Deliverables: Final 2 Plans (sealed), drainage report addendum

SOUTH PLATFORM TASKS:

There are currently no boarding facilities on the south edge of the tracks. Just outside of the BNSF Right of Way is a public parking lot owned by the City of Flagstaff. The parking lot is the future alignment of the Rio de Flag box culvert.



The new south platform is to be located within the BNSF Right of Way and is to extend to Beaver Street and San Francisco Street to the west and east, respectively. The platform and connections to Beaver and San Francisco Streets are to be ADA compliant. Since the south platform will be located within a fenced area, an emergency egress will be designed approximately mid-point between the street connections. The emergency egress is anticipated to be an ADA compliant sidewalk ramp that exits onto City-owned property.

S1. Existing Conditions Analysis

Peak Engineering will:

- Perform hydrologic analysis: determine discharge rate and outfall for existing conditions; specifically, the graded area between the rail and the City's parking lot.

- Perform hydraulic analysis: evaluate condition and capacity of the stormdrain inlet in San Francisco Street, west side. Note that the inlets and stormdrain in San Francisco are to be modified/relocated by the Rio de Flag box culvert. This scope task is to evaluate and document the existing condition of the catchbasin. Evaluation of the stormdrain that this catchbasin is connected to is part of the N1 task.

Deliverables: Hydrologic model (internal) & existing hydraulic capacity (internal)

S2. Preliminary Design

Peak Engineering will:

- Prepare 30% design for a drainage strategy that would convey water from the BNSF right of way and the paver platform area. The drainage strategy could include addition of inlets and an underground stormdrain system that connects to the stormdrain in San Francisco Street or into the future Rio de Flag box culvert.
- Prepare 30% design for the platform for ADA compliance, including connections to San Francisco and Beaver Streets.
- Prepare 30% design plans that show extent of surface and underground improvements. The 30% design would include plan sheet(s) of the extent of platform stormdrain layout (no profiles) and would include call-out text to describe intent.
- Prepare quantities in support of an engineer's opinion of probable construction cost, EOPCC, which would be included in the overall project.

Deliverables: 30% design plans.

Comments from the preliminary design will be incorporated into the Final 1 design.

S3. Final 1 Design

Peak Engineering will prepare Final 1 design plans and a drainage report. The Final 1 plans will be fully developed. Final 1 Plans are to include:

- Plan and profile sheets for stormdrain improvements which could include piping, trench drain and underdrain system.
- Construction control (sta/offset or N, E) for the surface improvements and stormdrain system.
- Surface grading sheets showing ramps, landing areas, match-up limits.
- Details of inlets or trench drains if standard details are not available.

Peak will coordinate rail and platform grading with WSP.

The drainage report will include the summary of existing conditions from the Preliminary Design phase, pre vs post runoff calculations, inlet and pipe capacities for existing and/or proposed. The drainage report will be per the City of Flagstaff Stormwater Manual.

We will update quantities for inclusion in the EOPCC for the overall project.

The Final 1 Plans will be "For Agency Review". The drainage reportwill be sealed for City review.

Deliverables: Final 1 Plans, Final Drainage Report, Quantities

Comments from the Final 1 Design will be incorporated into the Final 2 Design.

S4. Final 2 Design

Peak Engineering will prepare Final 2 sealed plan sheets (sealed for agency approval & signatures). Only minor edits are anticipated between Final 1 and Final 2 Design. Peak will issue a drainage report addendum, if required.

Deliverables: Final 2 Plans (sealed), drainage report addendum

PROPOSED FEE

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

ASSUMPTIONS & EXCLUSIONS

This work will be incorporated into the design schedule for the Downtown Mile improvements. Time for attendance and participation at regular progress meetings is included in that scope. Should this project be on a different schedule, additional scope and fee may be needed.

The project limits are Beaver Street to the west and San Francisco Street to the east, the Visitor's Center to the north and the City's parking lot to the south.

The north and south platform design will be presented in a single plan set to be included in WSP's design plans. The drainage report will include both the north and south platforms.

We assume that stormwater attenuation is not required for the addition of the south platform. Detention basin design for the south platform is not included. We assume that the Rio de Flag box culvert has the capacity should a stormdrain connection be made to the box. Analysis of the box is not included.

Water/sewer utility design is not needed or included.

Landscape design is by others.

Signage and lighting is by others.

LID is not required and is not included.

An erosion control plan is not included.

Specifications are not included. We intend to call out standard specifications in the general notes on the plan sheets.

The geotechnical engineer will provide the pavement section and detail the paver base for inclusion on Peak's plans.

END

Client Name: WSP

Project Name: Amtrak Platform (extension of Downtown Mile)

Project Number: 24WSP01

Client Information

Name: *Jason Carlaftes*

Address:

Project Budget Summary

Task	Task Description	Principal Engineer		Project Manager		Project Engineer		Designer		Engineering Intern		Technical Drafter		Clerical		Total Hours	Labor Cost per Task
	Hourly Rate:	$240		$215		$195		$150		$100		$100		$90			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
1	Task N1: Existing Conditions Analysis	4.00	$ 960	14.00	$ 3,010	-	$ -	65.00	$ 9,750	-	$ -	-	$ -	-	$ -	83.00	$ 13,720
2	Task N2: Preliminary Design	16.00	$ 3,840	59.00	$ 12,685	-	$ -	147.00	$ 22,050	-	$ -	-	$ -	-	$ -	222.00	$ 38,575
3	Task N3: Final 1 Design	35.00	$ 8,400	162.00	$ 34,830	-	$ -	248.00	$ 37,200	-	$ -	-	$ -	-	$ -	445.00	$ 80,430
4	Task N4: Final 2 Design	8.00	$ 1,920	15.00	$ 3,225	-	$ -	27.00	$ 4,050	-	$ -	-	$ -	-	$ -	50.00	$ 9,195
5	Task S1: Existing Conditions Analysis	2.00	$ 480	10.00	$ 2,150	-	$ -	36.00	$ 5,400	-	$ -	-	$ -	-	$ -	48.00	$ 8,030
6	Task S2: Preliminary Design	12.00	$ 2,880	40.00	$ 8,600	-	$ -	123.00	$ 18,450	-	$ -	-	$ -	-	$ -	175.00	$ 29,930
7	Task S3: Final 1 Design	31.00	$ 7,440	138.00	$ 29,670	-	$ -	246.00	$ 36,900	-	$ -	-	$ -	-	$ -	415.00	$ 74,010
8	Task S4: Final 2 Design	8.00	$ 1,920	15.00	$ 3,225	-	$ -	27.00	$ 4,050	-	$ -	-	$ -	-	$ -	50.00	$ 9,195
9	NOT USED	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
10	NOT USED	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
	LABOR TOTAL:		$ 27,840		$ 97,395		$ -		$ 137,850		$ -				$ -		$ 263,085

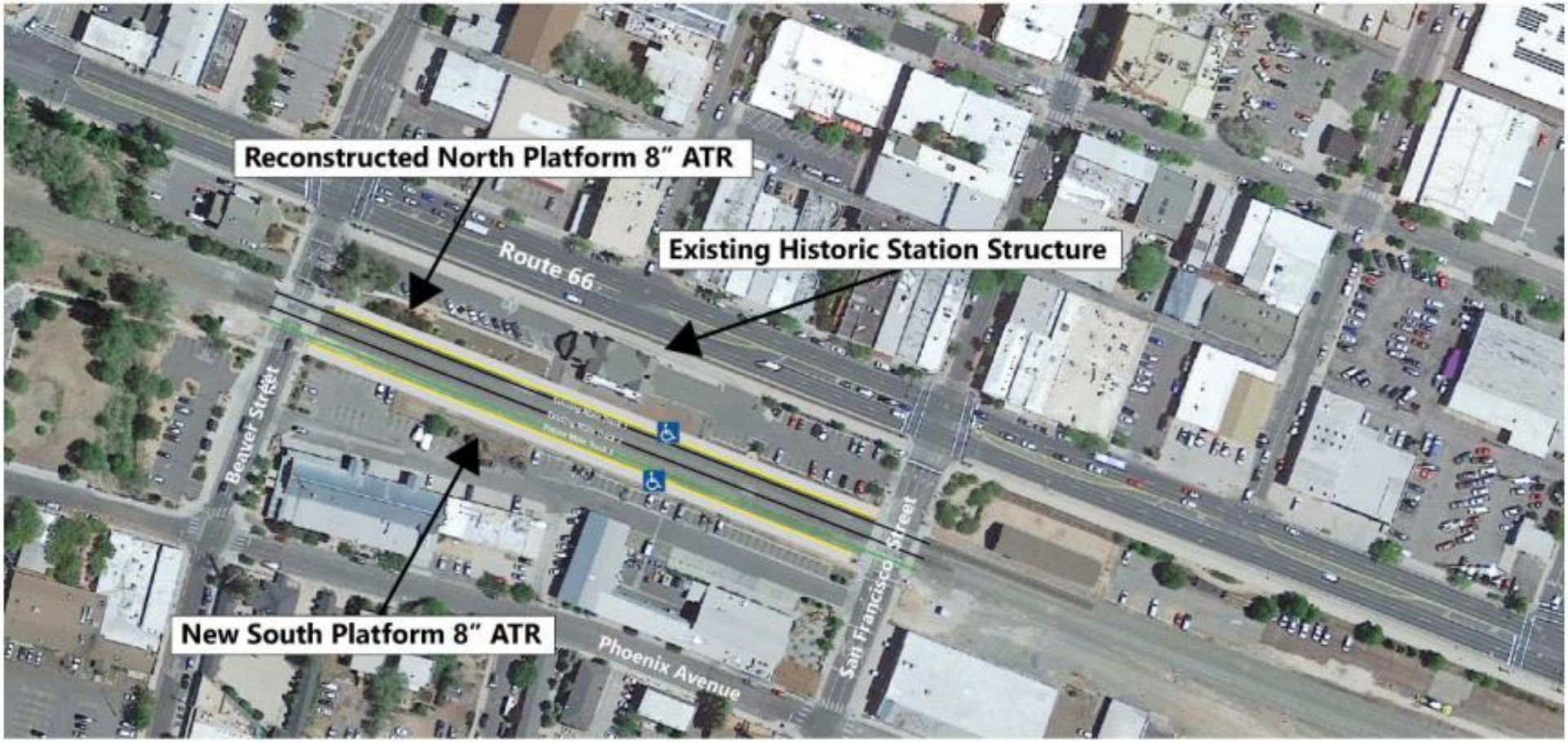
Reimbursable Project Expenses

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

Sub-Consultants

Adams Trenching	$ 5,000
Landscape Architect	$ -
Architect	$ -
Geotechnical	$ -
Other	$ -
SUB-CONSULTANT TOTAL:	$ 5,000

NORTH PLATFORM	$146,920
SOUTH PLATFORM	$121,165
PROJECT TOTAL:	
$	**268,085**



CITY OF FLAGSTAFF

BNSF RAILWAY

N

300 ft

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Sarah Langley, Public Affairs Director
Date:

Meeting Date: 07/01/2025

TITLE:
Consideration and Ratification: Letter of Support for CDBG and HOME programs

STAFF RECOMMENDED ACTION:
STAFF RECOMMENDED ACTION:

Ratify the Letter of Support.

Executive Summary:
Staff received a request from the Mayor for a letter of support for the CDBG and HOME HUD grant programs. The letter focuses on the impacts these programs have had in the City of Flagstaff and number of people they have helped. This request falls within the City's Affordable Housing federal legislative priority. City staff sent the attached letter to Senators Kelly and Gallego and to Representative Crane.

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Background and History:
N/A

Connection to PBB Priorities and Objectives:
This letter is in alignment with the Livable Community Key Priority.

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
This letter is in support of federal housing programs that are supported by the City's 10-Year Housing Plan.

Connection to Division Specific Plan:
N/A

Attachments

Letter of Support

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

May 28, 2025

Senator Mark Kelly
United States Senate
Hart Senate Office Building
Washington, DC 20510

Senator Ruben Gallego
United States Senate
Hart Senate Office Building
Washington, DC 20510

Representative Eli Crane
United States House of Representatives
307 Cannon House Office Building
Washington, DC 20515

Dear Honorable Representatives,
As the Mayor of Flagstaff, I urge you to fully fund HUD's grant programs that support housing supply and development at the local level. Specifically, I ask you to preserve funding for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

For over 50 years, the CDBG program has provided flexible funding to urban, suburban, and rural communities to address housing and community development need in ways tailored to each community. In the past program year, CDBG funds in Flagstaff have

- Created four permanently affordable rental units for low- and moderate-income (LMI) households,
- Provided childcare scholarships for 12 children from 6 LMI households,
- Granted funding for operational support for Transitional Housing Programs serving 44 homeless households,
- And funded neighborhood revitalization projects in a target neighborhood, impacting 751 low-income households.

In total, 955 low-income individuals benefited from CDBG-funded projects and services during the past Program Year, most of whom have a household income at or below 30% of the Area Median Income.

The HOME program is also one of the most effective and flexible tools available to states and localities to address housing supply shortages and improve housing affordability. Through HOME, local governments are building, buying, and rehabilitating housing for rent or homeownership, as well as funding direct rental assistance to low-income individuals. Since 1992, HOME has built and preserved more than 1.39 million affordable homes and provided rental assistance to over 404,000 families.

I understand the subcommittee must make difficult decisions. However, I urge you to reject proposals to eliminate federal support of these programs and instead maintain at least level funding with FY25. CDBG and HOME are proven programs that are critical to meeting the needs of local communities.

Sincerely,

Becky Daggett

Becky Daggett,
Mayor, City of Flagstaff, on behalf of the Flagstaff City Council

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Sarah Langley, Public Affairs Director
Date:

Meeting Date: 07/01/2025

TITLE:
Consideration and Ratification: Letter of opposition for cuts to clean energy and social programs

STAFF RECOMMENDED ACTION:
STAFF RECOMMENDED ACTION:

Ratify the Letter of Opposition.

Executive Summary:
Staff received a request from the Mayor for a letter of opposition to the proposed cuts to clean energy and social programs contained in the One Big Beautiful Bill Act. The letter focuses on proposed cuts to residential clean energy and energy efficiency credits, clean energy infrastructure projects, and public housing formula grants. This request falls within the City's Energy Independence and Affordable Housing federal legislative priorities. City staff sent the attached letter to the Senate Majority Leader and the Senate Minority Leader as the bill is now being considered by the Senate.

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
N/A

Options and Alternatives to Recommended Action:
N/A

Background and History:
N/A

Connection to PBB Priorities and Objectives:
This letter is in alignment with the Environmental Stewardship and Livable Community Key Priorities.

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:

N/A

Attachments

Letter of Opposition

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

May 25, 2025

The Honorable John Thune
Majority Leader
United States Senate
Washington, D.C. 20510

The Honorable Charles Schumer
Democratic Leader
United States Senate
Washington, D.C. 20510

Dear Majority Leader Thune and Leader Schumer,

As Mayor of Flagstaff, Arizona, I am writing to express my strong opposition to the proposed cuts to clean energy and social programs outlined in the One Big Beautiful Bill Act. While I understand and respect the importance of fiscal responsibility, I am deeply concerned about the disproportionate and harmful impact these reductions will have on cities like ours.

Flagstaff has built strategic partnerships with federal agencies to deliver the quality of life our residents expect and deserve. These collaborative investments in clean energy programs, affordable housing, and essential social services represent shared commitments to our community's progress, safety, and wellbeing. The proposed cuts would break these vital partnerships and undermine the collaborative framework that has enabled our city to thrive and serve our residents effectively.

In its current state, the Act calls for the repeal of any unobligated funding from key programs in the Inflation Reduction Act and the Bipartisan Infrastructure Law, while also making significant cuts to the Department of Energy's budget. These changes would hinder innovation, grant opportunities, and technical assistance for cities like Flagstaff, weakening economic development across Arizona and forcing the state to abandon critical infrastructure and clean energy projects that were poised to create jobs. The Act would also repeal residential clean energy and energy efficiency credits, which would directly affect community members' ability to make their homes more efficient, healthy, and comfortable. It would also negatively impact small businesses in the energy sector.

In addition to the harmful impacts to clean energy, the bill also abolishes the HUD State Rental Assistance Block Grant, effectively ending federal rental assistance and public housing formula grants, putting Flagstaff low-income renters and families at greater risk.

I urge you to reconsider the structure and scope of the One Big Beautiful Bill Act and to stand with municipalities that are striving to meet challenges with limited tools. Thank you for your time, and for your continued attention to the voices of local communities.

Sincerely,

Becky Daggett

Becky Daggett,
Mayor, City of Flagstaff, on behalf of the Flagstaff City Council

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Sarah Langley, Public Affairs Director
Date:

Meeting Date: 07/01/2025

TITLE:
Consideration and Ratification: Letter of opposition of the sale of public lands as outlined in the One Big Beautiful Bill Act

STAFF RECOMMENDED ACTION:
STAFF RECOMMENDED ACTION:

Ratify the Letter of Opposition.

Executive Summary:
Staff received a request from the Mayor to issue a letter of opposition from the Council related to the proposed sale of public lands as currently included in the budget reconciliation bill. This item was added to the June 24 work session agenda and Council was in support of the letter. The letter was then shared with Senators Kelly and Gallego.

Financial Impact:
N/A

Policy Impact:
N/A

Previous Council Decision or Community Discussion:
Council voiced support for this letter during the June 24, 2025 Work Session.

Options and Alternatives to Recommended Action:
N/A

Background and History:
N/A

Connection to PBB Priorities and Objectives:
This letter is in alignment with the Livable Community Key Priority.

Connection to Regional Plan:
N/A

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
N/A

Attachments

Letter of Opposition

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

June 25, 2025

Senator Mark Kelly
United States Senate
Hart Senate Office Building
Washington, DC 20510

Senator Ruben Gallego
United States Senate
Hart Senate Office Building
Washington, DC 20510

RE: Opposition to the Sale of Public Lands in the One Big Beautiful Bill Act

Dear Senator Kelly and Senator Gallego,

On behalf of the City of Flagstaff, I am writing to express our strong opposition to provisions within the *One Big Beautiful Bill Act* that would authorize or encourage the sale, transfer, or privatization of federally managed public lands.

Flagstaff is a gateway to some of the most treasured natural landscapes in the United States. Surrounded by the Coconino National Forest, home to the San Francisco Peaks, and within proximity to the Grand Canyon, our city's identity, economy, and cultural heritage are deeply intertwined with public lands. These lands support outdoor recreation, environmental conservation, wildlife protection, and tourism—the backbone of northern Arizona's economic and ecological sustainability.

The proposed sale or transfer of these lands threatens not only the health of our surrounding environment but also undermines the City's infrastructure and natural resources. Over three quarters of the City's drinking water infrastructure is located in National Forest lands. If those lands were to be sold, the City's water agreements could be compromised, invalidating the careful planning the City of Flagstaff has done to ensure future water supply and increasing uncertainty for our residents.

Public lands belong to everyone. We urge Congress to reject any legislative efforts, including those within the *One Big Beautiful Bill Act*, that promote the divestment or privatization of public lands. Instead, we ask that you work with local communities, Indigenous nations, environmental experts, and recreational stakeholders to uphold the stewardship values that define America's public lands legacy.

Thank you for your attention to this matter and for your continued service.

Sincerely,

Becky Daggett

Becky Daggett,
Mayor, City of Flagstaff, on behalf of the Flagstaff City Council

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Christina Rubalcava, Senior Assistant City Attorney CR

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Approval: Assignment of City Development Agreement with MICM Butler Lofts Project LP, Sierra Vista No 6 L.L.C., and Brookstone Ventures L.C. to Horseshoe Realty Flagstaff LLC.

STAFF RECOMMENDED ACTION:

Approve the Assignment of Development Agreement.

Executive Summary:

MICM Butler Lofts Project LP, Sierra Vista No 6 L.L.C., and Brookstone Ventures L.C. want to transfer the rights and obligations granted to the Lofts on Butler development project pursuant to the Development Agreement with the City of Flagstaff to Horseshoe Realty Flagstaff LLC, and ask the City to approve the assignment and transfer the obligations under the Development Agreement to Horseshoe Realty Flagstaff LLC. The terms of the Development Agreement will not change and any development that occurs on the Property still must comply with the terms and conditions of the Development Agreement.

Financial Impact:

None.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

City Council may:

1. Approve the Assignment of Development Agreement.
2. Deny the Assignment of Development Agreement and ask for further information and/or assurances from Horseshoe Realty Flagstaff LLC.

Background and History:

MICM Butler Lofts Project LP, Sierra Vista No 6 L.L.C., and Brookstone Ventures L.C. want to transfer the rights and obligations granted to the Lofts on Butler development project pursuant to the Development Agreement with the City of Flagstaff to Horseshoe Realty Flagstaff LLC. Under the terms of the Development Agreement with the City of Flagstaff, the City must approve the assignment of the Development Agreement to a new party and the City's approval cannot be unreasonably withheld. MICM Butler Lofts Project LP, Sierra Vista No 6 L.L.C., and Brookstone Ventures L.C. are asking the City to approve the assignment and transfer the obligations under the Development Agreement to Horseshoe Realty Flagstaff LLC.

The terms of the Development Agreement will not change and any development that occurs on the Property must comply with the terms and conditions of the Development Agreement.

The following information has been provided by Horseshoe Realty Flagstaff LLC for consideration by the City Council:

Horseshoe Realty Flagstaff, LLC is a sole purpose entity formed to acquire land and provide equity capital to develop The Lofts on Butler. Horseshoe Realty Flagstaff, LLC affiliates have provided equity capital and lender financing to acquire land and develop multi-family and other residential projects. Additionally, certain affiliates have invested equity capital in commercial real estate.

This transaction is between the financing and development arms of Miramonte's team so it is done for financing reasons. Miramonte will remain involved.

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments: Assignment of Development Agreement

Return to:

Aspey, Watkins & Diesel, PLLC
c/o Whitney Cunningham
123 N. San Francisco St.
Suite 300
Flagstaff, AZ 86001

ASSIGNMENT
of
DEVELOPMENT AGREEMENT
for
THE LOFTS ON BUTLER

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT FOR THE LOFTS ON BUTLER ("**Assignment**") is entered into on this _____ day of _____, 2025 ("Effective Date"), by and between MICM BUTLER LOFTS PROJECT LP, a Delaware limited partnership ("**Developer Assignor**"), HORSESHOE REALTY FLAGSTAFF, LLC, an Arizona limited liability company (**"Developer and Owner Assignee"**), and SIERRA VISTA NO 6 L.L.C. and BROOKSTONE VENTURES L.C. (collectively "**Owner Assignor**"). This Assignment is further approved and accepted by the City of Flagstaff, an Arizona municipal corporation (the **"City"**).

RECITALS

A. The Developer Assignor, the Owner Assignor, and the City entered into the certain Development Agreement dated July 12, 2023 and recorded as Instrument Number 3977594 in the Official Records of Coconino County, Arizona (the **"Agreement"**) with respect to the development of the Property (as defined in the Agreement).

B. Pursuant to that certain Special Warranty Deed recorded as Instrument Number 3975206 in the Official Records of Coconino County, Arizona, the Owner Assignor transferred the Property to the Developer Assignor.

C. Thereafter, pursuant to that certain Special Warranty Deed recorded as Instrument Number 3975211 in the Official Records of Coconino County, Arizona, the Developer Assignor transferred the Property to the Developer and Owner Assignee.

D. Developer and Owner Assignee has become the owner of the Property, and in connection therewith, Owner Assignor and Developer Assignor have agreed to assign all of their right, title and interest in and to the Agreement, to Developer and Owner Assignee, as set forth herein and in the Agreement.

E. Pursuant to Section 7.3(b) of the Agreement, Developer Assignor has agreed to assign all of its rights and obligations, as the Developer thereunder, to the Developer and Owner

Assignee, as set forth herein and in the Agreement, and as approved by the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the parties agree as follows:

1. Assignments.

1.1 Owner Assignment. Owner Assignor and Developer Assignor hereby transfer and assign to Developer and Owner Assignee all of Owner Assignor's and Developer Assignor's rights, obligations, title, and interest, in, to and under the Agreement, which they may have as the "Owner" as defined in the Agreement, and Developer and Owner Assignee hereby accepts such transfer and assignment and agrees to be bound by the terms of the Agreement and agrees to perform all obligations of the Owner, as set forth in the Agreement.

1.2 Developer Assignment. Pursuant to Section 7.3.(b) of the Agreement, Developer Assignor hereby transfers and assigns to Developer and Owner Assignee all of Developer Assignor's rights, obligations and interest, in, to and under the Agreement, which it may have as the "Developer" as defined in the Agreement, and Developer and Owner Assignee hereby accepts such transfer and assignment and agrees to be bound by the terms of the Agreement and agrees to perform all obligations of the Developer, as set forth in the Agreement.

2. City Approval

2.1 City Consent and Approval. The City acknowledges, agrees and consents to the provisions of this Assignment to the Agreement.

3. Ratification.

3.1 Ratification of Terms. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any inconsistency between the Agreement and this Assignment, the terms of this Assignment shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer Assignor, Owner Assignor, and Developer and Owner Assignee have executed this Assignment, and the City has caused this Assignment to be executed by its duly authorized representatives.

City of Flagstaff

_____
Becky Daggett, Mayor

Date_____

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

Developer Assignor

MICM BUTLER LOFTS PROJECT LP, a Delaware limited partnership

By: MICM BULTER LOFTS PROJECT GP LLC, a Delaware limited liability company, its General Partner

By: MICM HOLDING, LP a Delaware limited partnership, its Manager

By: Miramonte RCM GP, LLC, an Arizona limited liability company, its General Partner

By: _____
Name: Christopher Kemmerly
Title: Manager

Date_____

THE STATE OF ARIZONA)
) ss.
County of Coconino)

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Chris Kemmerly, personally known to me or shown by satisfactory evidence to be the person whose signature appears above and acknowledged to me that he signed the foregoing document for the purposes therein contained. IN WITNESS WHEREOF, I have set my hand and official seal.

_____
Notary Public

Seal:

Owner Assignor:

SIERRA VISTA NO 6, L.L.C.

By: _____
Name:
Title:

Date_____

BROOKSTONE VENTURES, L.C.

By: _____
Name:
Title:

Date_____

For Sierra Vista No 6, L.L.C.:

THE STATE OF ARIZONA)
) ss.
County of Coconino)

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____ , personally known to me or shown by satisfactory evidence to be the person whose signature appears above and acknowledged to me that he signed the foregoing document for the purposes therein contained. IN WITNESS WHEREOF, I have set my hand and official seal.

_____
Notary Public

Seal:

For Brookstone Ventures, L.C.:

THE STATE OF ARIZONA)
) ss.
County of Coconino)

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____ , personally known to me or shown by satisfactory evidence to be the person whose signature appears above and acknowledged to me that he signed the foregoing document for the purposes therein contained. IN WITNESS WHEREOF, I have set my hand and official seal.

_____
Notary Public

Seal:

Developer and Owner Assignee:

HORSESHOE REALTY FLAGSTAFF, LLC

By: _____
Name: William A. Franke
Title: Member

Date_____

THE STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____ , personally known to me or shown by satisfactory evidence to be the person whose signature appears above and acknowledged to me that he signed the foregoing document for the purposes therein contained. IN WITNESS WHEREOF, I have set my hand and official seal.

_____
Notary Public

Seal:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Allison Hughes, Support Services Manager

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Approval of Contract: Data-Driven Staffing Analysis and Prospective Staffing Assessment Services

STAFF RECOMMENDED ACTION:

Approve the purchase and execution of a professional services contract with PFM Group Consulting LLC in an amount not to exceed $150,000 to conduct a comprehensive staffing assessment of the Flagstaff Police Department.

Executive Summary:

Staff recommends contracting with PFM Group Consulting LLC to perform an independent staffing assessment of the Flagstaff Police Department. This evaluation will examine workload, staffing levels, deployment strategies, and organizational structure to ensure effective and efficient service delivery. The results will inform future budget planning, hiring strategies, and operational improvements, with a focus on aligning resources with community needs and best practices in modern policing.

Financial Impact:

Project Name: Comprehensive Staffing Assessment
Cost: not to exceed $150,000
Account Number Budgeted: 001-04-061-0220-2-4290
FY Budgeted Amount: $150,000
Grant Funded: n/a
Funding Source: General Fund

Policy Impact:

This initiative aligns with City Council goals related to public safety, transparency, and organizational efficiency. It also supports the Police Department's ongoing efforts to maintain accreditation standards, evaluate resource allocation, and ensure sustainable staffing as the city grows.

Previous Council Decision or Community Discussion:

n/a

Options and Alternatives to Recommended Action:

a) Approve the contract as recommended.

This allows for timely initiation of the staffing assessment, providing objective, third-party analysis to support data-informed staffing decisions and long-term planning.

b) Request modifications to the scope or vendor selection.

Council may direct staff to renegotiate the contract terms, seek alternative consultants, or adjust the scope of work; however, this will delay the project timeline and may affect implementation of staffing improvements.

Background and History:
The Flagstaff Police Department has not undergone a comprehensive staffing analysis in over 10 years. Current staffing levels have been challenged by rising service demands, recruitment and retention difficulties, and increasing call complexity. An objective third-party assessment will provide data-driven recommendations to support responsible decision-making related to sworn and professional staff staffing levels, shift structures, and workload distribution. Staff researched agency contracts to do a cooperative. PD staff selected PFM Group Consulting LLC based on experience conducting similar assessments for comparable agencies, qualifications, and project approach. The final report is anticipated to be completed within six to eight months and will be presented to the City Council and Police leadership for review and action planning.

Connection to PBB Priorities and Objectives:
Safe Community / Public Safety The proposed contract for a Police Staffing Assessment supports the City's Public Safety PBB priority by:

1. Ensuring appropriate and efficient staffing levels for core police services.
2. Aligning departmental budget with performance outcomes in public safety.
3. Providing data-based recommendations to guide strategic resource deployment in the community's highest-priority area.

Connection to Regional Plan:
In essence, this staffing assessment supports the Regional Plan by:

- Strengthening public facility preparedness for police services.
- Ensuring alignment between service capacity and urban growth.
- Providing a data-backed foundation for integrated planning of safety and infrastructure.

By addressing these core elements, the assessment becomes a key tool in turning Regional Plan policies into actionable improvements in policing--and, by extension, community safety and well-being.

Connection to Carbon Neutrality Plan:
The Police Staffing Assessment fuels the City's carbon neutrality efforts by:

- Reducing unnecessary vehicle usage and emissions through optimized patrol coverage.
- Advancing the city's goal of lower VMT.
- Demonstrating how cross-departmental data-driven operations align with the Carbon Neutrality Plan's framework and key policies.

Connection to 10-Year Housing Plan:
The Police Staffing Assessment request indirectly supports the goals outlined in the City of Flagstaff's 10-Year Housing Plan, particularly in areas where safe, stable communities and interdepartmental collaboration are essential for housing success.

Connection to Division Specific Plan:
The staffing assessment is directly tied to the Police Department's internal plans by:

- Ensuring operations units (patrol, investigations, emergency services) are adequately funded and staffed relative to demand.
- Optimizing support systems (911, records, evidence) to maintain service reliability and efficiency.
- Enabling robust community policing and engagement, aligning with the department's mission and values.
- Providing the objective, data-informed analysis necessary to translate division-level goals into structured, actionable staffing improvements.

Attachments: Scope Of Work
2025-61 Cooperative Contract

Exhibit B1
Exhibit B2

March 17, 2025

Sean P. Connolly, Chief of Police
Flagstaff Police Department
911 East Sawmill Road
Flagstaff, Arizona 86001

Dear Chief Connolly:

pfm

1820 East Ray Road
Chandler, AZ 85225
602.899.6345

pfm.com

We are pleased to submit this engagement letter to assist the City of Flagstaff, Arizona (the "City" or "Flagstaff") with a comprehensive review and workload-based analysis of the staffing needs of its Police Department ("the Department").

This engagement letter provides background on the project and proposes a scope of work, project team, schedule, and compensation arrangement for your consideration.

Background

Across the nation, changes to historical patterns of service demand require governments to reorient and reexamine whether their current operations, organization, and policies best meet the evolving needs of their communities – particularly in this uncertain economic environment as local governments reexamine funding for public safety to consider the most efficient and effective structures to provide safety in their communities. This is an operational, fiscal, and policy imperative for local governments like Flagstaff.

Against this backdrop, Flagstaff seeks to conduct a study to identify how it can most efficiently and effectively utilize its resources to staff the Police Department and continue its efforts to reduce crime, respond to calls for service, and engage the community.

To help local governments tackle these priorities, PFM developed a prevention- first approach centered on asking what services law enforcement should provide, and why. By asking this formative question, local governments can reframe their analyses from debates about the antiquated measure of success of how much of the budget is spent on law enforcement to focus on necessary inputs to generate the desired outcomes. A prevention-first approach cuts across every dimension of a police department – from how it is staffed, how it recruits and retains employees, how it operates and is organized, how it impacts equity internally and externally, and how it spends its allocated funding.

The following pages provide an overview of PFM's approach to meeting the Department's needs. PFM's proposed approach provides Flagstaff with a team of experts in police staffing, organization, and operations, collectively informing how communities can effectively and efficiently provide law enforcement services.

Of note, PFM Senior Advisor, Dr. Ronal Serpas – who led three large policing agencies through staffing and organizational/operational plans in each of Washington State Patrol, Nashville, and New Orleans – will serve as a subject matter expert for this engagement.

Our team has conducted police staffing analyses in dozens of departments across the multiple domains sought by the Department, including among others: Albuquerque, Alexandria (Virginia), Baltimore, Chester (Pennsylvania), the District of Columbia, Fairfax City (Virginia), Harris County Sheriff's Office (Texas), Houston, Lancaster (Pennsylvania), Montgomery County (Maryland), New Orleans, Oakland (California), Phoenix, Providence (Rhode Island), Puerto Rico Police Bureau, Rockford (Illinois), the University of California Los Angeles (UCLA).

Scope of Work

Based on our discussions, we understand that the Department seeks assistance in performing *a data-driven staffing analysis and prospective staffing plan.*

We are excited about the opportunity to work on this task. A primary goal of the staffing analysis is to identify the appropriate headcount by type for the Department's forward-looking needs. This analysis may set a baseline need, but that need can – and should – be affected by the Department's review and pursuit of high-level findings and recommendations from our analysis. The results of these tasks will present the Department with a series of potential options that can impact the baseline staffing analysis.

In short, we believe that an efficient and effective Flagstaff Police Department will be positioned to both better meet its mission and do so in a sustainable operational and fiscal footprint.

The following paragraphs provide a synopsis of PFM's approach:

1) ***Data-Driven Staffing Analysis and Prospective Staffing Plan***. In our government and consulting experience, we find that city officials often ask police departments, "How many police officers are required to ensure public safety?" This question is understandable but also different from "How many police officers does a community want?" and "How many police officers can a community afford?" The PFM team believes that staffing models are one part of a much larger analytical framework necessary to reach an informed decision on the number of officers a community "needs." The "needs-based" analysis is a complex, but critical, undertaking.

   The PFM team uses a process that is a U.S. DOJ-cited best practice. This practice, a workload-based, performance-oriented staffing assessment, was developed by frequent PFM collaborators Drs. Jeremy Wilson and (the late) Alexander Weiss. PFM has worked with these professionals to continue expanding their work. The approach is unique because it accounts for multiple inputs to project staffing needs.



The PFM team uses this approach to inform staffing projections that consider the challenges we have seen as law enforcement leaders and consultants. Too frequently, consultants or jurisdictions forge ahead with staffing analyses in search of the "right" number of police employees without understanding some of the nuances that meaningfully affect the analyses – let alone the desired policy priorities and outcomes that should drive the process in the first place.

In our experience, it is most productive to focus on identifying policy priorities and desired outcomes and resourcing those areas that drive the results rather than simply a single top-line headcount number. The PFM team's approach will analyze the Department's staffing allocation and needs, considering its current and future policy priorities, desired outcomes, and available resources to inform recommendations for staffing allocation.

The PFM team takes four different inputs into account when designing the staffing analysis and model:

- *Operational and personnel data*. This analysis is data-intensive. To perform our analyses, we will require detailed data for the Department as a whole and for each precinct (as applicable), including community-generated calls for service and benefit time data for officers and professional staff.

- *Quantitative analysis.* Using the department's data, we believe it is critical to examine information about every service unit. We will examine data about community-generated calls for service, bureau-initiated activities, investigative caseloads and time on task, and administrative activities. We will also examine geographic and temporal allocation and work schedules to evaluate how they affect staffing.

- *Qualitative analysis.* Our professional experience informs our quantitative approach. As law enforcement leaders, senior budget and executive personnel, and consultants, we know that while we can learn much from looking at data, it is critical to understand, through interviews and roundtable discussions, the experiences and input of the Department's rank-and-file and supervisory staff and how they view their jobs.

- *Performance objectives*. Our approach emphasizes using performance objectives in staffing analyses and decision-making processes. It is relatively straightforward to build a staffing model based on calls for service or investigative caseloads, but most communities want public safety personnel to do more than react to inputs. Our staffing model will reflect community expectations about the use of discretionary time.

2) **Patrol Services**: The PFM team's methodology for workload-based patrol staffing is based on a six-step process.

    1) *Examine the distribution of community-generated calls for service by hour, day, and month*. Calls for service can differ by hour of the day, day of the week, and month of the year. Peak call times can also vary by geographic command. Knowing when peak call times occur can help agencies determine when they must have their highest levels of staff on duty (and the right mix of experience and supervision among assigned staff). Temporal allocation is often affected by shift change. That is, to avoid assigning officers to calls that will cause them to work overtime, some agencies hold calls in queue. As a result, oncoming officers may start their shifts with several assignments waiting.

2) *Examine the nature of calls*. Reviewing the nature of calls helps to understand officers' work better. In our police leadership and consulting experience, this analysis frequently reveals categories of calls that could be better handled by alternative means. For instance, we have worked with communities that significantly reduced response to false alarms by requiring that the alarm provider verify the alarm before officers are dispatched.

3) *Estimate the time consumed on calls for service*. Determining how long a call takes, from receipt to final paperwork, is key to determining the number of officers needed for a shift. An important aspect of this time-based analysis is the time that calls for service wait in queue before being dispatched. This can be an important indicator of officer availability and inform the efficiency and effectiveness of a department's approach to managing and resolving individual and collective calls for service.

4) *Calculate the shift-relief factor*. The shift-relief factor shows the relationship between the maximum number of days that an officer (or civilian) can work versus how many days the individual *actually works*. Knowing the relief factor is necessary to estimate the number of officers and civilians that should be assigned to a shift to ensure the appropriate number and type of employees are available every day, every shift, in every division, and in every unit.

5) *Establish performance objectives*. This encompasses determining what fraction of an officer's shift *should* be devoted to responses to calls for service versus what portion should be dedicated to other activities like proactive and community policing. For example, an agency might build a desired staffing model in which officers spend 40 percent of their shift on resident calls for service, 40 percent on discretionary activities, and 10 percent on administrative tasks. Because the performance objective is essentially the amount of community-driven activity, our approach will provide the Department with staffing estimates at various levels of discretionary time.

6) *Provide staffing estimates (by shift, precinct, and beat)*. The result of the six-step process will provide the Department with staffing needs estimates based on collaboratively developed assumptions and methodical data analyses. The nuanced staffing estimates account for variation in need by the time of day, day of the week, and month of the year, among other variables. These figures also encompass operational decisions that the Department may make. For instance, if the Department decides to assign two officers to each unit in its evening shift, it will affect the number of officers needed for units to respond to calls. If the Department elects to use alternative response methods (e.g., sending a unit during some shifts, but requesting residents file a report in person or online during other shifts), that will impact the staffing level.

7) *Assess the number of Sergeants and Lieutenants needed for the supervisory span of control.* As part of this work, PFM will use its new approach to calculate and quantify the workload associated with the Department's desired performance of patrol sergeants and lieutenants. Responding to the evolving needs of our clients (sergeants and lieutenants are consumed by administrative tasks that limit their field supervision, accountability, and mentoring responsibilities), our first-of-its-kind approach moves beyond estimating the number of supervisors based on the span of control ratios. It provides data and metrics to inform staffing allocation for these key supervisory ranks.

Based on the preceding analyses and discussions with the Department and City, PFM will develop a range of patrol bureau staffing levels (minimal to optimal) incorporating Department objectives and policy goals.

A note on the Potential Realignment of Patrol Boundaries. In our professional experience leading redistricting as police executives and in our consulting experience supporting redistricting, it is a complicated and challenging undertaking that demands significant data analyses, intentional process design, and community engagement. A full precinct and beat redistricting process entails time and effort that may be beyond the Department's anticipated scope of services; however, the data-based facts for precinct and beat redesign are feasible within the requested scope of services – that is, the data that informs workload differentiation among and between precincts and beats as well as any potential rebalancing or allocation of staff between and among precincts and beats – and are included in all of our police staffing allocation engagements.

Relatedly, the many variables of interest we consider for future patrol service demands can also be used to inform re-districting patrol division boundaries. For instance, 2020 U.S. Census Bureau data now reports racial demographics at the "block" level. This is a new feature and data set. Another new, valuable piece of Census Bureau data is "block groups," which reports a full range of demographic statistics for approximately 700 residents per block. The value of these new tools, when combined with existing tools, is that this richer data can be "layered" onto *existing information like defined neighborhood street segments to inform and model impacts of future growth and improve the granularity and information available to make informed choices around redistricting of precincts and beats.*

The final staffing estimates will provide sufficient nuance so that the Department can assess "what-if" scenarios to determine the ultimate impact on staffing resulting from various policy considerations, whether in isolation or in tandem.

3) **Investigative Services**: To evaluate investigative staffing needs, the PFM team's approach will be informed by a combination of emerging best practices and experienced analyses of time on task at each stage of the investigative process. We understand that most agencies do not have enough capacity to conduct full investigations for all reported crimes and instead use solvability factor analyses, which have been common to law enforcement for decades.

   As a result, our work is informed by a detailed analysis of case log data, clearance rates, closure times, personnel data (assigned working hours, shift structures, callouts for scene investigation on regular time versus overtime, etc.), collection of time on task by case type and investigative stage, use of best practices for case review by solvability factors, approaches to close and effective supervision, and nuanced discussions with detectives and each level of an assigned unit's supervisory chain of command.

   PFM's approach will also include the development of customized survey instruments that will solicit information from investigators on the level of effort for each case type, the types of work items, and general responsibilities and challenges faced by investigative functions within the Department. The confidential and anonymous survey will be distributed to all detectives and supervisors serving in investigative roles within the Department including: A squad, B squad, Computer Forensics/Sex Offender, Family Crimes Team, Metro Unit, Property Crimes, and any other appropriate investigative function identified through discussions with the Department.

   PFM has successfully customized this approach and methodology for other jurisdictions

to obtain local context into the average or median work hours applied to each case. PFM will develop recommended staffing levels incorporating Department objectives and policy goals (e.g., setting a maximum caseload per detective to manage work volume, establishing a maximum day to completion for misconduct investigations, etc.).

4) **All Other Divisions and Functions**: To evaluate the staffing needs of the remaining Divisions within the Department (including, but not limited to): Community Relations/Crime Prevention, Support Services, and Communications, our approach will be informed by a combination of:

    - Reviewing any available systems of record (e.g., databases that track the volume of public data requests)
    - Roundtable discussions with front-line personnel
    - Meetings with command members
    - Leveraging the PFM team's subject matter expertise

    Among other workload drivers, PFM will consider the following quantitative factors that may impact staffing requirements for each Division, including, but not limited to:

    - Annual recertification training requirements (e.g., hours/year)
    - Anticipated future trainings on updated policies
    - Changing requirements and expectations for IT and records infrastructure
    - Anticipated volume of public data requests (based on historical trends)
    - Departmental goals on the expected number of new recruits and the subsequent impact on the volume of background investigations (as well as any departmental goals on the expected time to complete such investigations)

5) **Assessing Current and Future Staffing Needs Using a Customized, Dynamic, and User-Friendly Staffing Model**

    PFM regularly works with law enforcement agencies to assess the impact of various changes (population, calls for service workload, personnel availability, etc.) on staffing and resource allocations. These analyses are dynamic and require an approach that allows for "what-if" scenarios to assess potential changes in staffing demand. PFM's approach does just that. We will use Department data and our analyses to model workload drivers and create a dynamic model that allows us (and Department users) to test different scenarios and changes in isolation or combination. The model can be developed to be adjustable at the division and/or unit levels.

    PFM will provide the Department with a Microsoft Excel-based staffing model based on the data and any assumptions developed during our work. ***The flexible model can be updated by Department staff on a go-forward basis after our engagement concludes, as future assumptions need to be changed or added.*** We will provide user training on the model and, subject to Department direction, hold time on an hourly basis for a co-determined amount of "on-call" assistance for a period beyond the initial project completion.

6) **Development of a PowerPoint Report that Documents PFM Findings and Details Data-driven Recommended Staffing Levels**

The preceding steps' analyses, evaluations, findings, and recommendations will culminate in a detailed written report (in Microsoft PowerPoint format). The report will be organized into at least five sections, providing plain-language findings and recommendations – potentially organized in the following manner:

- Project Overview and Introduction (including methodologies used for all analyses)
- Departmental Overview
- Department-wide Historical Staffing Overview
- Workload-based Staffing Analyses
- Workload-based Analysis of the Patrol Divisions
- Workload-based Analysis of Investigative Services
- Workload-based Analysis of Administration and Other Services
- Recommended Department Staffing Summary
- Appendices

The report and the flexible Excel-based staffing model that will accompany it will help Department leaders make more informed staffing, personnel, operational, organizational, and fiscal decisions. If requested by the Department or the City, PFM will provide a limited number of in-person presentation(s) to Department executive staff, City leaders, and the public.

Project Team

Seth Williams, who leads PFM's Law Enforcement practice, will service as the project manager and primary day-to-day contact. Seth will be assisted by PFM Senior Advisor, (Ret.) Chief Ronal Serpas, Ph.D., Kevin Watters, Samantha Brandt, and other experienced professionals from PFM. PFM will utilize additional subject matter expert, EJM Advisory Firm LLC (Eric Melancon), who brings more than a decade of senior law enforcement administrative experience in two large departments.

Schedule

Subject to discussions between PFM and the City, work under this proposal will commence shortly after City approval. PFM anticipates delivery of the full scope of services over approximately six-to-eight months.

Proposed Compensation

PFM proposes a fixed fee of $134,535 for the requested scope of professional services.

In addition to the compensation for our professional services described above, PFM proposes to be reimbursed at the cost of travel (transportation, lodging, meals, etc.). Appropriate documentation and third-party receipts will be provided with each invoice. Preliminary cost estimates for travel are anticipated to be $7,500.

The PFM team's technical and financial proposal is based on our experience with similar efforts in comparable jurisdictions. However, we recognize there are multiple ways to approach this work. We would be happy to discuss alternative methodologies to deliver the desired outcomes and budget for this scope of services at the discretion of the City and the Department.

We are accustomed to working with public sector clients under a broad range of contract structures, and we welcome an opportunity to discuss further and refine the level of service and fair compensation commensurate with such levels of service.

If this arrangement is acceptable, please sign the attached page and return it to us.

Please contact Seth Williams with any questions or comments. We look forward to working with you, the Department, and the City on this critical project.

Sincerely,

PFM GROUP CONSULTING LLC

Sarah Schirmer
Managing Director

Seth Williams
Director

On behalf of the City of Flagstaff, Arizona, I agree to the terms described in the above letter.

Accepted by:

CITY OF FLAGSTAFF, ARIZONA

_____
Authorized Signature

_____
Name

_____
Title

_____
Date

COOPERATIVE PURCHASE CONTRACT
Contract No. 2025-61

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and PFM Group Consulting LLC, a Pennsylvania partnership corporation ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of **Municipal/Financial Advisor Services**.

B. The **Arizona Department of Administration, State of Arizona** conducted a competitive and open procurement process through Request for Proposal **BPM006317** that resulted in Contract No. **CTR073704** with Contractor ("Agency Contract");

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached as *Exhibit A*, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

Law Enforcement Staffing Solutions

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as *Exhibit A* and incorporated by reference.

3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as *Exhibit B*, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.

4. Payment:

   4.1 Payment to Contractor for the materials and/or services not to exceed **one hundred and fifty thousand (150,000.00)**; made in accordance with the price list and terms set forth in the Agency Contract.

   4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than $100,000; otherwise, City Council approval is required.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of two (2) years with an option for one (1) one (1) year renewal periods presuming that the underlying Agency Contract has not expired or been terminated.

7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Sean P. Connolly
Police Chief
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
SConnolly@flagstaffaz.gov

To Contractor:
Seath Williams
Director Management & Budget Consulting
1735 Market Street, 42nd floor
Philadelphia, PA 19103
Willianss@pfm.com

With a copy to:
Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov

(Remainder of Page Intentionally Blank)

9. 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.

PFM GROUP CONSULTING LLC:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last Updated January 6, 2025

EXHIBIT A
SCOPE OF WORK
(attached)

1. PFM Proposal (9 pages)

EXHIBIT B
AGENCY CONTRACT
(attached)

1. CTR073704 & Offer and Acceptance (59 pages)
2. CTR073948 Price list (3 pages)

	Request for Proposal under A.R.S. § 41-2534 Notice Page	Arizona Department of Administration State Procurement Office 1802 W. Jackson, #100 Phoenix, AZ 85007

Solicitation Number:	**BPM006317**
Description:	**Municipal/Financial Advisor Services**
Solicitation Due Date and Time:	**August 1, 2024 at 3:00 PM AZ Time**
Pre-Offer Conference:	July 17, 2024 at 10:00 AM AZ Time Municipal/Financial Advisor Services Pre-Offer Conference Wednesday, July 17 · 10:00 – 11:00am Time zone: America/Phoenix Google Meet joining info Video call link: https://meet.google.com/oto-pndw-vpi Or dial: (US) +1 501-697-9509 PIN: 363 307 852# More phone numbers: https://tel.meet/oto-pndw-vpi?pin=3065708910808

Proposals will only be accepted **online** in the **"State's eProcurement System", Arizona Procurement Portal (APP), at https://app.az.gov until the "Bid/Offer Due Date" indicated in the "State's eProcurement System" for the Solicitation No. shown at the top of this page**. Proposals must be in the State Procurement Office's possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State's eProcurement System to the State's eProcurement System Help Desk by phone at (602) 542-7600, option 2; or by email to app@azdoa.gov.

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in the "State's eProcurement System".

It is the responsibility of the Prospective Offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.

Table of Contents
Request for Proposal under A.R.S. § 41-2534
Solicitation No. BPM006317
Municipal/Financial Advisor Services

Arizona Department of Administration
State Procurement Office
1802 W. Jackson, #100
Phoenix, AZ 85007

Notice Page

Table of Contents

Solicitation Summary	4
Scope of Work	6
Special Terms and Conditions	13
Addendum A to the Special Terms and Conditions	37
Addendum B to the Special Terms and Conditions	38
Uniform Terms and Conditions 10.5	42

Solicitation Summary

1. What is the State Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 *et seq.* is seeking to establish one or more mandatory statewide contracts on behalf of Arizona Department of Administration to provide Municipal/Financial Advisor Services.

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State's discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the Solicitation, unless the Offeror expressly restricts an item or combination of items in its Offer, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such a basis will result in the best value and is in the best interest for the State. The State may otherwise determine, at its sole discretion, that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. What is in the Solicitation?

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM006317 Solicitation Requirements

2.1.1.1. Notice / Cover Page
2.1.1.2. Table of Contents
2.1.1.3. Solicitation Summary
2.1.1.4. Scope of Work
2.1.1.5. Special Terms and Conditions
2.1.1.6. Addendum A to the Special Terms and Conditions
2.1.1.7. Addendum B to the Special Terms and Conditions
2.1.1.8. Uniform Terms and Conditions

2.1.2. Attachment: BPM006317 Solicitation Instructions

2.1.3. Solicitation Attachments

2.1.3.1. Offer and Acceptance
2.1.3.2. Boycott of Israel Disclosure
2.1.3.3. Forced Labor of Ethnic Uyghurs Ban
2.1.3.4. Confidential Information Designation
- Confidential Information Designation (for reference only)

2.1.3.5. Conformance Statements and Exceptions Requests
2.1.3.6. Key Personnel
2.1.3.7. Letter of Insurability
2.1.3.8. Organization Profile
2.1.3.9. Proposed Subcontractors
2.1.3.10. Experience and Capacity Response
2.1.3.11. References
2.1.3.12. Pricing Document
2.1.3.13. Method of Approach
2.1.3.14. AZ Baseline Infrastructure Security Controls

2.2. The State may issue a Solicitation Amendment at any time after Solicitation publication and before the Offer due date. It is the responsibility of the Prospective Offeror to routinely check the APP website for any Solicitation Amendments and revised documents.

Scope of Work

1. Purpose and Background

1. 1 Purpose: The State of Arizona Department of Administration, State Procurement Office (defined as "The State") is seeking to enter into contracts with qualified Financial Advisor Services to provide services for the State of Arizona, its Agencies, Boards and Commissions as well as Participating Members of the State Purchasing Cooperative (collectively herein referred to as Eligible Agencies).

1. 2 The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Customers may acquire these services.

1. 3 Background: The State of Arizona intends to implement contract(s) for the purchase of Municipal/Financial Advisory Services Statewide. Each Agency utilizing this contact will possess authorization under applicable law to enter into appropriate types of financing agreements.

1. 4 Projected Awards: It is the intent of the State to award multiple contracts for the required services and it is the intention of the State to award contracts that will provide coverage for all of these services throughout the State of Arizona.

1. 5 Projected Utilization: The estimated dollar volume of services purchased under the proposed contract is approximately $500,000 to $1 million annually based on historical usage data and anticipated volumes. This contract will be used on an as-needed basis; the State makes no guarantee as to actual spend under any resultant contract.

2. Scope Summary

2.1. The objective is to award contracts to a pool of qualified vendors who can deliver Municipal/Financial Advisory Services and related analyses and services. Successful Contractors shall be qualified and have the capacity to provide Services statewide as stated herein. Contractor at a minimum shall:

2.1.1. Have continuously provided municipal advisory services for municipal finance transactions at state-level agencies for the past five years;

2.1.2. Have proven familiarity with Federal and Arizona laws and regulations, relating to state-level borrowing and municipal financing;

2.1.3. Have assigned Key personnel available to work in Phoenix or other specific locale in Arizona when deemed necessary by the Eligible Agency;

2.1.4. Provide proof of registration with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board, and maintain registration for the term of this contract;

2.1.5. Have the ability to provide services throughout the State of Arizona; and

2.1.6. Provide all the necessary technical resources and skills, support services and management of these resources.

3. Scope of Services

3.1. The contractor and qualified personnel must perform the listed services in conjunction with the planning, development, issuance, and management of financing transactions. This may include items such as direct, conduit and pooled bonds, bond notes, lease-purchase agreements sold on a taxable, tax-exempt, public or private basis, or other financing agreements/transactions. Please check if additional information is required.

3.2. Municipal/Financial Advisory Services

3.2.1. Assist the Eligible Agency staff and others to prepare debt obligation financing plans. This may include offering alternative financing techniques, long range financial planning, making recommendations to maximize borrower objectives, and otherwise providing advice regarding financing transactions. Alternative financing techniques may include bank loans, private placements, certificates of participation, public- private partnerships, lease-to-own agreements and other types of financial transactions as applicable;

3.2.2. Structure financial transactions, including amortization schedules, terms, discounts, call features, etc. Discuss various alternatives and recommend the best alternative considering the Eligible Agency's current outstanding debt and capital plan. Make recommendations to enhance bond marketability and reduce issuance costs. Review industry trends that may affect tax-exempt debt issuance and other types of financial transactions.

3.2.3. Attend meetings of the Eligible Agency and its staff on an as-needed basis to discuss financing projects. Make presentations to governing bodies of Eligible Agencies as requested;

3.2.4. Assist the Eligible Agency staff and others with entering into

necessary ground leases between the Eligible Agency and a trustee as applicable, and other agreements as needed if collateral is deemed necessary;

3.2.5. Assist the Eligible Agency in developing timetables for the issuance and sale of public and private debt obligations to ensure issues are planned and executed in the most efficient and cost effective manner;

3.2.6. Assess the municipal and private debt markets, the timing of debt obligation sales and make recommendations concerning bid processes (competitive, negotiated or combinations thereof);

3.2.7. Coordinate and assist with the preparation of all necessary debt documents, including Official Statements and relevant legal documents. Serve as a clearinghouse for debt documentation reviews. The extent of involvement in the document preparation process will be dependent on the nature and form of the financing transaction and the needs of the Eligible Agency;

3.2.8. Prepare applicable preliminary and final Official Statements for each financing requiring such documents in camera-ready or other indicated format; coordinate the publication and distribution of such documents with both print and electronic publishers as appropriate;

3.2.9. Handle all necessary printing and advertising arrangements for documents associated with the financing of transactions, including but not limited to Official Statement and bond/certificate printing costs, and newspapers advertisements;

3.2.10. Assist the Eligible Agency in developing, preparing, soliciting, and reviewing requests for proposals and request for qualifications associated with financial products and transactions;

3.2.11. Coordinate with rating agencies when assignment of a credit rating is determined to be in the best interest of the Eligible Agency, which may include developing presentations.

3.2.12. Prepare or coordinate with underwriters to prepare, investor roadshows or other investor presentations as applicable, and;

3.2.13. Assist the Eligible Agency in procuring any ancillary

financing-related products and services which, at a minimum, may include:

3.1.13 (a) Credit enhancement (i.e. bond or certificate insurance).

3.1.13 (b) Credit ratings; roadshows or other investor presentations.

3.1.13 (c) Paying agent, registrar, escrow, trustee, verification agent or other services.

3.1.13 (d) Forward contracts; escrow investments; and travel arrangements.

3.1.13 (e) Other such products and services as the Eligible Agency may deem necessary or desirable in connection with any financing transaction. Type of assistance may include, but is not limited to, the taking of bids, negotiation of terms and conditions, and coordination of all activities with all other parties involved in the financing.

3.1.13 (f) Selection of such service providers may be through a Request for Proposal (RFP) or similar process, conducted by or on behalf of the Eligible Agency.

3.1.13 (g) Such products and services on behalf of the Eligible Agency may be may be reimbursed at cost or at a negotiated fee.

3.2.14. Oversee the Debt Obligation Pricing Process, including but not limited to:

3.1.14 (a) Prepare analyses to support recommendations on structuring pricing and spreads relative to market conditions at the time of the sale;

3.1.14 (b) Advise the Eligible Agency on non-price terms and conditions of each debt obligation sale;

3.1.14 (c) Monitor market conditions;

3.1.14 (d) Provide negotiation support and evaluate final pricing;

3.1.14 (e) Provide advice and assistance in all aspects of the pricing, and/or bid process;

3.1.14 (f) Review and assess all legal documents, and;

3.2.15. Coordinate closing events, including but not limited to signature details, pre-closing formalities, wire-transfer of funds, communications with Eligible Agencies or other officials, preparation of final financial results including debt service schedules and review of closing documents.

3.2.16. Assist Eligible Agencies with complying with SEC Rule 15c2-12 Compliance and Related Laws and Regulations, including coordination of all activities necessary to comply with continuing disclosure requirements or any other applicable laws or rules as may be. Including but not limited to:

3.1.16 (a) Notification of the dates(s) such filing(s) is required;

3.1.16 (b) Preparation of letters and forms of transmittal, as requested;

3.1.16 (c) Notification to the Eligible Agency of all tables and information that must be updated and submitted;

3.1.16 (d) Prior to each transaction, obtain the disclosure analysis or report prepared for the transaction from the underwriter or through other means, and provide it to the Eligible Agency at least seven (7) days in advance of any due diligence call or meeting.

3.2.17. Assist the Eligible Agency in conducting financial analyses or research and preparing reports and schedules to comply with legal requirements related to financing, such as the annual debt report required by with A.R.S. § 41-726.

3.2.18. As requested any other services, tasks, counsel or

assignments normally and customarily performed by a Municipal Advisor not specifically mentioned above. Such activities may be billed at a negotiable fee.

4. Scope of Services

4.1. Key Personnel - It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.

4.2. Contractor's Other Contract Responsibilities - Furnish all necessary labor, tools, equipment, vehicles, supplies, and traffic control services and devices as needed to effectively perform the services as specified in this contract.

4.3. Code of Conduct - The Contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acting on behalf of the State without appropriate authorization; c) providing favorable or unfavorable treatment to anyone; d) making a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affecting the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State.

4.4. CONFLICT OF INTEREST - The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of Contractor's contract.

4.5. ACCURACY OF WORK - The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

4.6. INDEPENDENT CONTRACTOR - This contract is for the Contractor to provide work under a service agreement with the State and not as an employee or agent of the State. The Contractor is solely and exclusively responsible, legally and financially, for wages, per diem, taxes, Social Security payments, health benefits, insurance, bonds, Workmen's Compensation costs, and any other fees or expenses the contractor may be required to pay in his normal course of business.

4.7. Contractor shall maintain in current status all Federal, State and Local licenses, registrations and permits required for the operation of a business conducted by the Contractor.

4.8. Relationship with others - The Contractor shall cooperate fully with the State, the Arizona counties, municipalities and local government officials, and all such others as may be required in the performance of this Contract. This shall include attendance at meetings, discussion, and hearings, as may be required; presentation of data, as may be requested from time to time by the State to effect such cooperation; and compliance with all directives issued by the State.

4.9. Security - Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

4.10. Suspension of Work – Contractor shall suspend all work as requested by the State when work performance is observed in violation of safety rules, regulations or practices.

4.11. Contractor shall reassign or otherwise remove any Contractor employees found unacceptable by the State.

4.12. Contractor personnel specified in the Contractor’s proposal shall not be changed without the State’s approval in writing.

Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. Definition of Terms: As used in the Contract, the terms listed below are defined as follows:

   1.1. Acceptance: The document titled "Offer and Acceptance Form" bearing the state contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

   1.2. Accepted Offer:

      1.2.1. If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.

      1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.

      1.2.3. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.

   1.3. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.

   1.4. Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq*. and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.* There is additional information in the Solicitation Instructions regarding how to access these state statutes and rules.

   1.5. Arizona Risk and Authorization Management Program (AZRAMP): is used by the Arizona Department of Homeland Security to evaluate Cloud services and Contractors that will transfer, process, or store state data outside of state-managed or controlled networks, and has three levels of control review:

      1.5.1. AZ Mandatory Control Baseline: 35 Controls

      1.5.2. NIST Low Impact Control Baseline: Public Data Classification

1.5.3. NIST Moderate Impact Control Baseline: Confidential Data Classification

1.6. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: https://azdor.gov/transaction-privilege-tax-tpt

1.7. Attachment. Any item that:

1.7.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);

1.7.2. Was attached to an Offer when submitted; and

1.7.3. Was included in the Accepted Offer.

1.8. Cloud Services: Cloud or Cloud Services means any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (Paas) involving the transfer, processing, or storage of state Data outside the control of state-managed and controlled networks.

1.9. Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.10. Contractor: The Person identified on the Accepted Offer who has entered into the Contract with the State.

1.11. Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.12. Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the I.R.S. under Section 501(c)(3) through 501(c)(6) of the tax code.

1.13. Data Breach: Data Breach is used herein as defined as stated in A.R.S. Title 18, chapter 5, article 4 (Data Security Breaches), or in any relevant state or federal standard, to

indicate an unauthorized acquisition of and unauthorized access that materially compromises the security or confidentiality of unencrypted and unredacted computerized personal information maintained as part of a database of personal information regarding multiple individuals.

1.14. Eligible Agency:

1.14.1. If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.

1.14.2. If the Special Terms and Conditions indicate that the Contract is a mandatory statewide contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.14.3. If the Special Terms and Conditions indicate that the Contract is a "cooperative" contract available for use by Co-Op Buyers, then "Eligible Agency" means any State of Arizona department, agency, university, commission, board, or any Co-Op Buyer.

1.15. Federal Risk and Authorization Management Program (FedRAMP): A federal government program that provides a standardized approach to security assessment, authorization, and continuous monitoring specifically for Cloud products and services relied upon by federal entities that store, process and transmit federal information.

1.16. Instructions to Offerors: The Solicitation Instructions document of the Solicitation.

1.17. NIST: NIST is the National Institute of Standards and Technology. For more information, see https://www.nist.gov/.

1.17.1. NIST Low Impact: If a Contractor may process, transmit, or store Public State Data (per State Data Classification Policy P8110), metadata, and/or Data that may be released to the public that requires no additional levels of protection during its work under the Contract, or as directed by the State Chief Privacy Officer (Arizona Department of Homeland Security Governance, Risk, and Compliance team), then the Contractor **shall** comply with NIST Low Impact security controls.

1.18. Order: The instrument by which the Eligible Agency or Co-Op Buyer authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an "Order": "Purchase order," "task order," "service order," or "job order".

1.19. State's eProcurement System: The State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State's eProcurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf

1.20. State: With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each Eligible Agency or Co-Op Buyer who has issued the Order.

1.21. State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.22. StateRAMP: A non-profit organization that provides a uniform approach to verifying that the cybersecurity of Cloud service providers (CSPs) meets the standards and regulations needed to do business with state and local governments.

1.23. Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2. Contract Interpretations

2.1. Usage. Where the Contract:

2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.

2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative

constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

2.1.3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

2.1.4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;

2.1.5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.2. Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency.

2.2.2.1. Contract Amendments;

2.2.2.2. The final Solicitation Documents, in the following order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;

(4) Scope of Work;

(5) Exhibits to the Scope of Work;

(6) Specifications; and

(7) Any other documents referenced or included in the Solicitation;

2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

2.2.3. Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror Data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

3. Contract Administration and Operation

3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for twelve (12) months unless canceled, terminated, or permissibly extended.

3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one (1) year and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3. Notices and Correspondence

3.3.1. To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General

Mailing Address" in Contractor's corresponding State's eProcurement System Vendor Profile; and address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2. To State. Contractor shall address all Contract correspondence other than formal notices to the email address indicated in "Contact Instructions" in the State's eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as "Purchaser" in the State's eProcurement System and via mail to the following mailing address:

Arizona Department of Administration
State Procurement Office
1802 W. Jackson, #100,
Phoenix, AZ 85007

3.3.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.4. Signing of Contract Amendments. Contractor's counter-signature (or "approval" in the State's eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:

3.4.1. extension of the term of the Contract within the maximum aggregate term; or

3.4.2. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in 3.4.1 and 3.4.2 above, both parties' signatures (or "approval" in the State's eProcurement System in the case of an Amendment) are required to give it effect.

3.5. Click-through Terms and Conditions. If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and

conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6. Books and Records

3.6.1. Retain Records. In addition to the audit rights detailed in the Uniform Terms and Conditions, State also requires that, pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing Data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2. Usage Information. Additionally, any and all information (including, but not limited to, documentation or Data) related to Eligible Agency and Co-Op Buyer usage retained solely within the Contractor's system (for example, related to punch-out or Contractor catalog sales) shall be considered public information or information that can be shared with and distributed by the State freely and for any purpose under the State's government purpose rights detailed in Section 3 of the Uniform Terms and Conditions [Ownership of Intellectual Property]. Any modifications to this Contract notwithstanding, the State shall have free use of any and all information related to Eligible Agency or Co-Op Buyer purchasing. Upon request by the State, Contractor shall promptly provide the State with any usage information requested and shall not attempt to limit the State's use in any way.

3.6.3. Right To Audit. The retained books and records are subject to audit by State during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.4. Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7. Subcontract

3.7.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.7.2. Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. Approval of additional subcontractors shall be added to the Contract by a bilateral Contract Amendment.

3.7.3. Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.8. Orders

3.8.1. Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the Arizona Procurement Code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.

3.8.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. Any Contractor terms

added to quotes or otherwise unilaterally added to Eligible Agency or Co-Op Buyer Orders are null and void.

3.8.3. Orders are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.8.4. No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.8.5. Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.

3.9. Order Cancellations. State may cancel Orders within a reasonable period after issuance and at its discretion. The same method used for ordering will be used for cancellation.

3.9.1. If State cancels an Order, then State shall:

3.9.1.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date; and

3.9.1.2. reimburse Contractor for actual, documented costs incurred in fulfilling the Order up to the cancellation effective date and the cost of any obligations incurred in fulfilling the Order up to the cancellation effective date that demonstrably cannot be canceled or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question.

3.9.2. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice; State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.

3.9.3. State shall also be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.

3.10. The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.

3.10.1. Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

3.10.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.10.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41- 2633. Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State's sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:

https://spo.az.gov/suppliers/usage-reporting.

Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation,

payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting.

3.10.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting.

3.10.5. Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) "approving" the Order electronically in the State's eProcurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in the State's eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.8.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in the State's eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State's eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State's eProcurement System and if it does so the rejection will be void.

3.10.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are

entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.11. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a Purchase Order in the State's eProcurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

3.11.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;

3.11.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;

3.11.3. As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or

3.11.4. As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.12. Work on State Premises

3.12.1. Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is

responsible is a material breach of contract and grounds for termination for default.

3.12.2. Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

3.13. Transitions

3.13.1. During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.

3.13.2. Eligible Agency or Co-Op Buyers representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

3.13.3. RESERVED [for additional transition needs including, but not limited to, the transfer of any required Data]

4. Costs and Payments

4.1. Type of Pricing. Offeror shall include only firm, fixed pricing in the Offer.

4.2. Contractor's Best Pricing. Contractor warrants that, for the term of the Contract, the prices and discounts set out in the Attachment 13 Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment, and materials.

4.2.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates, or allowances.

4.2.2. If Contractor's Best Pricing for equivalent services, items of equipment, and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

4.2.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If the difference occurred before it was identified, then Supplier agrees to charge less than the Contract Pricing until the extended difference that would have been realized (i.e. if the Contractor's Best Pricing had been applied when it should have been) has been settled.

4.3. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State.

4.3.1. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4.3.2. Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.

4.4. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases.

4.4.1. Initial Contract prices shall be honored for one year after award of Contract.

4.4.2. The State needs sufficient time to make a fair and equitable determination in response to any Contractor requests for price adjustments. As a result, the State requests that the Contractor provide ninety (90) days advance notice prior to any price adjustment whenever possible, and at a minimum, sixty (60) days advance notice. Requests sent to the State with less than sixty (60) days notice will be denied, unless the Contractor provides proper documentation

demonstrating the urgency of the request. The State shall determine whether the price increase is in the best interest of the State.

4.4.3. All price adjustments will be implemented by a formal Contract Amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

4.4.4. State expects Contractors to use Lean Six Sigma principles to reduce costs in their supply chain, and not simply pass new costs on to the State. If a price increase is requested, State will ask for evidence that Lean Six Sigma principles and tools have been used by Contractor to attempt to reduce costs in advance of any request for a price increase under the Contract.

4.5. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include differences in pricing, begin, and end date of promotion along with the products covered.

4.6. Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel/travel-information. Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.

4.7. Funding

No particular funding considerations apart from Uniform Terms and Conditions Sections 4.5 [Availability of Funds for the Next State Fiscal Year] and 4.6 [Availability of Funds for the Current State Fiscal Year] have been identified as of the Solicitation publication date.

4.8. Invoicing

4.8.1. Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity’s purchasing tool/process.

4.8.2. Minimum Invoice Requirements. Every invoice shall include the following information:

4.8.2.1. Bill-to name and address;
4.8.2.2. Contractor name and contact information;
4.8.2.3. Remit-to address;
4.8.2.4. Invoice number and date;
4.8.2.5. State contract number;
4.8.2.6. Order number (APP PO number);
4.8.2.7. Material or Service description (itemized);
4.8.2.8. Date(s) Services were performed or Materials were delivered;
4.8.2.9. Applicable payment terms;
4.8.2.10. Quantity delivered or performed;
4.8.2.11. Line item unit of measure;
4.8.2.12. Item price;
4.8.2.13. Extended pricing;
4.8.2.14. Receipt for pass-through expenses (if applicable);
4.8.2.15. Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
4.8.2.16. Mailing fees (if applicable); and
4.8.2.17. Total invoice amount due.

4.8.3. No Invoice Without Authorization. Contractor shall not seek payment for any:

4.8.3.1. Materials or Services that have not been authorized on an acknowledged Order;

4.8.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or

4.8.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.

4.8.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.8.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.8.5.1. The ordering Eligible Agency or Co-Op Buyer shall notify the Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.

4.8.5.2. Invoices will be deemed automatically rejected upon delivery if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.

4.8.5.3. The ordering Eligible Agency or Co-Op Buyer shall have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.9. Payments

4.9.1. Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current I.R.S. Form W-9 to State unless excused by law from providing one.

4.9.2. Payments Only To Contractor. Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.1 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier the Contract was awarded to within the eProcurement System.

4.9.3. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.

4.9.4. Joint Checks or Direct Pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

4.9.5. Recovery of Overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.

4.9.6. Purchasing Card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor. Unless otherwise stated in the Contract, there will be no additional fees or increase in prices associated with this method of payment.

4.9.7. Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: https://gao.az.gov/publications/forms.

4.10. Applicable Taxes

4.10.1. Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated otherwise in the Contract, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.10.2. Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. Assignment and Delegation

5.1.1. In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.1.2. In Part. Subject to Special Terms and Conditions sections 3.7 [Subcontract] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or state law.

6. Risk and Liability

6.1. Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. General Contractor Indemnification and Insurance Requirements

6.2.1. Contractor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of

Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.2.3. **Insurance Requirements**. **Addendum A to the Special Terms and Conditions: Contractor Insurance Requirements is incorporated herein as part of the Special Terms and Conditions.**

6.3. Patent and Copyright Indemnification. *[CONTRACTOR/VENDOR (NOT PUBLIC AGENCY)]*. With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless

State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

6.3.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

6.3.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

6.3.3. State may elect to participate in such action at its own expense; and

6.3.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this section 6.3 does not apply.

7. Warranties

7.1. Warranties and Requirements Related to Information Security. Addendum B: Warranties and Requirements Related to Arizona Information Security Statewide Policies, Standards, and Procedures is incorporated herein as part of the Special Terms and Conditions.

7.2. [FOR ADDITIONAL, SOLICITATION-SPECIFIC WARRANTIES, if any]

8. State’s Contractual Remedies

8.1. [RESERVED]

9. Contract Termination

9.1. [RESERVED]

10. Contract Claims

10.1. [RESERVED]

11. Arbitration

11.1. [RESERVED]

12. General Provisions for Services

12.1. Applicability. Article 12 applies to the extent the Work is or includes Services.

12.2. Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.

12.3. Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.

12.4. Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and endeavors to prevent such Orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.

12.5. Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.

12.6. Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.7. Requirements at Location of Services

12.7.1. Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order. Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.

12.7.2. If performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities (including but not limited to prisons) where prior clearances are required, Contractor shall contact the facility directly in advance of performing the Services to confirm its current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State shall not pay any additional fees (including but not limited to service charges) or excuse late performance, if Contractor has failed to comply with these requirements.

12.8. Acceptance of Services. State has the right to accept Services subject to acceptance criteria. State may apply acceptance criteria to the Contract or a specific Order, which may include, but are not limited to, accuracy, completeness, conformance to requirements, or quality. State shall not pay Contractor for unaccepted Services, and State may, at its discretion, withhold or make partial payment for any rejected Services, while Contractor is in the process of re-performing or otherwise curing the grounds for State's rejection.

12.9. Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, and in addition to any other rights and remedies available under the Contract, if Contractor fails to perform any material portion of the Services including, but not limited to, failure to complete any contractual deliverable or failure to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

12.9.1. Contractor shall provide State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

12.9.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any and all reasonable corrections State instructs and adopt State's recommendations, including any measures State determines to be necessary for employee or public safety, or the protection of property or the environment.

12.9.3. Contractor shall take the necessary action(s) to avoid any like failures in the future.

Addendum A to the Special Terms and Conditions

Contractor Insurance Requirements

Procurement Officer to verify and add the appropriate Insurance Requirements from the Risk Management website, available at the following link:

https://staterisk.az.gov/insurance/insurance-modules

Also review Attachment 07 Letter of Insurability

Addendum B to the Special Terms and Conditions

Warranties and Requirements Related to
Arizona Information Security Statewide Policies, Standards, and Procedures

1. Security Standards
   1.1. Security of the State's systems and Data are of **utmost** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
   1.2. Contractor shall follow the correct, current version of these policies, standards, and procedures established by the Arizona Department of Homeland Security (AZDOHS) pursuant to their authority under A.R.S. Title 41, Chapter 41. The current website for these policies, standards, and procedures is: Information Technology Policies, Standards and Procedures. Note that this link is provided for convenience only.
   1.3. For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

2. Security Framework
   2.1. The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf.
   2.2. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona Data with external, non-State of Arizona entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure State and contractors meet these requirements. All contractors responding to State solicitations must successfully complete the AZRamp risk assessment based upon the Data classification involved as determined by the Data owner and AZDOHS Cyber Command. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.
   2.3. In the State's sole discretion, the State may also accept current FedRamp and StateRamp certifications as evidence that the Contractor has met the State's risk assessment requirements.

2.4. Other forms of Cybersecurity Frameworks (CSF), Trust Documents, Self-Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.

3. Additional Security Requirements

3.1. Contractor shall comply with all security requirements requested by the State.

3.2. If an Arizona Risk and Authorization Management Program (AZRamp) is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:

3.2.1. Contractor shall submit a completed Arizona Baseline Infrastructure Security Controls Prerequisite assessment spreadsheet with its Offer. The Arizona Baseline Infrastructure Security Controls Prerequisite assessment spreadsheet as found at: https://azdohs.gov/sites/default/files/arizona_baseline_security_controls_pre-requisite__0_0.xls, and mitigate gaps or install compensating controls for any issues of concern identified by State.

3.2.2. Contractor shall provide Information Security documentation for the AZRamp assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.

3.2.3. Note regarding the confidential treatment of Contractor information:

3.2.3.1. The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for release to review submitted SSPs, WISPs, or written IT policies will not be considered.

3.2.3.2. Submitted SSPs, WISPs, or written IT policies are deleted and not retained after AZRamp Authorization is granted.

3.2.3.3. Procedures for submission of documents considered confidential or proprietary are identified within this RFP.

3.2.3.4. Special secure transfer of documents related to this AZRamp review process may be made by contacting: GRC@AZDOHS.gov to make special arrangements for the transfer of these documents.

3.2.4. If applicable to this Solicitation, Contractor shall complete and submit with the Offer an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).

3.2.5. All contract awards are contingent on the successful completion of the AZRamp 125 Low Impact (public information) or the AZRamp 325 Moderate (Confidential, PII, or PHI) Impact Control spreadsheet titled "Arizona Infrastructure Security Controls 2017 (Excel)," to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low (Column E) and Moderate (Column F) Impact controls spreadsheet can be located here: https://azdohs.gov/sites/default/files/arizona_baseline_security_controls_2017_v2_0_0.xls.

3.3. The State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all flaws deemed serious by the State when discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control(s).

3.4. Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

3.5. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):

3.5.1. State of Arizona statewide policies, standards and procedures: https://azdohs.gov/information-technology-it-policies-standards-and-procedures;

3.5.2. Federal Information Security Modernization Act of 2014 (FISMA): https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma;

3.5.3. OMB Circular A-130: https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource;

3.5.4. National Cyber Strategy of the United States of America: https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure;

3.5.5. Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): https://www.hhs.gov/hipaa/index.html;

3.5.6. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (I.R.S. Publication 1075): https://www.irs.gov/pub/irs-pdf/p1075.pdf;

3.5.7. Criminal Justice Information Services Security Policy (CJIS): https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center;

3.5.8. Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E): https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf;

3.5.9. A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency: https://www.azleg.gov/arsDetail/?title=18;

3.5.10. A.R.S. §41-4282 - Statewide Information Security and Privacy Office (SISPO): https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/04282.htm

3.5.11. A.R.S. §18-551 - Definitions Information Security Including PII: https://www.azleg.gov/ars/18/00551.htm;

3.5.12. A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: https://www.azleg.gov/ars/18/00552.htm;

3.5.13. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: https://aset.az.gov/node/428;

3.5.14. SIPC Memorandum of Understanding (MOU): https://www.sipc.org/about-sipc/;

3.5.15. State Environmental policies: https://azdeq.gov/LawsAndRules;

3.5.16. Family Education Rights Privacy Act (FERPA): https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn;

3.5.17. Driver's Privacy Protection Act (DPPA): https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records;

3.5.18. Incident Response Reporting program and system: https://azdohs.gov/sites/default/files/p8240-incident-response-planning_0.pdf;

3.5.19. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules https://azlibrary.gov/branches/archives-records-management; and

3.5.20. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: https://www.pcisecuritystandards.org.

Uniform Terms and Conditions 10.5

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.

1.2. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.

1.3. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.5. "Contractor" means any person who has a Contract with the State.

1.6. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical Data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.7. "Days" means calendar days unless otherwise specified.

1.8. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

1.9. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.10. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.11. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.12. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.13. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.15. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.

1.16. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;
2.3.2. Uniform Terms and Conditions;
2.3.3. Statement or Scope of Work;
2.3.4. Specifications;
2.3.5. Attachments;
2.3.6. Exhibits; then
2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an ongoing basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

3.9. Ownership of Intellectual Property

3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

3.15. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.

3.15.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.

3.15.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services.

3.16. Certifications Required by State Law.

3.16.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq*. and will refrain from any such boycott for the duration of this Contract.

3.16.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4. I.R.S. W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

4.6.1. Accept a decrease in price offered by the Contractor;
4.6.2. Cancel the Contract; or
4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency).To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the Materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged, and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Be free from defects of material and workmanship;

7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing

warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.10. Performance in Public Health Emergency. Contractor warrants that it will:

7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1. Identification of response personnel by name;

7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq*., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any 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.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

Request for Proposal

Solicitation No BPM006317
Municipal/Financial Advisor Services

Arizona Department of Administration
State Procurement Office
1802 W. Jackson, #100
Phoenix, AZ 85007

Attachment 01 – Offer and Acceptance Form

SUBMISSION OF OFFER: The undersigned hereby offers and agrees to provide Municipal/Financial Advisor Services in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Offer indicated by the latest dated version below

PFM Financial Advisors LLC	8/8/2024
Offeror company name	Signature of person authorized to sign Offer / Date
1820 East Ray Road	Darren Hodge, Managing Director
Address	Printed name and Title
Chandler, AZ 85225	Darren Hodge, Managing Director
City, State, ZIP	Contact name and Title
	hodged@pfm.com (480) 318-1284
	Contact email address / Contact phone number

Revised Offers:				
	Date	Signature	Date	Signature
Best and Final Offer:	9/10/2024		9/12/2024	
	Date	Signature		

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-09, 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or Service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. Complies with A.R.S. § 18-132 when offering electronics or information technology products, Services, or maintenance;
4. Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instructions to Offers. Any extensions to the Offer Acceptance Period shall be made in accordance with the A.A.C. R2-7-C310;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER

The offer is hereby accepted.
The Contractor is now bound to sell the Materials or Services listed by the attached Contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

The Contract shall henceforth be referred to as Contract No. CTR073704

The effective date of the Contract is September 16, 2024

The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives purchase order or written notice to proceed.

State of Arizona Awarded this **day of** September 12, 2024 **20**

Stephanie Stevens

[Procurement Officer Name]
[Procurement Officer Title]
Procurement officer signature

	Request for Proposal **Solicitation No BPM006317** **Municipal/Financial Advisor Services**	Arizona Department of Administration State Procurement Office 1802 W. Jackson, #100 Phoenix, AZ 85007

Attachment 13 – Pricing Document BAFO Round 2

Please fill out your pricing for the items listed below.
Additionally in APP, put $1.00 in the items tab for Standard Release Item.

Offeror Name and Contact Information: PFM Financial Advisors LLC
Darren Hodge, Managing Director
(480) 318-1284
hodged@pfm.com

Bond Pricing Structure:

The Offeror shall indicate the fee per $1,000 of the face value of the financing for each financing transaction undertaken by the Eligible Agency. The Offeror shall indicate any changes in the fee per $1,000 based on the financing size as shown in the table below and any minimum or maximum fees per financing transaction.

The Offeror shall separately state the fees per $1,000 for a collateralized structure and a non-collateralized structure.

A. COLLATERALIZED STRUCTURE PER $1,000:

Principal Amount of Issue	Fee Per $1,000
Less than $10 mil	$45,000
$10 mil to $25 mil	$55,000
$25 mil to $50 mil	$1.40 ($65,000 min)
$50 mil to $100 mil	$0.90 ($75,000 min)
$100 mil to $200 mil	$0.70 ($90,000 min)
Over $200 mil	$0.65
Fixed-rate transaction minimum fee	$45,000
Fixed-rate transaction maximum fee	$450,000
Variable rate transaction minimum fee	$45,000
Variable rate transaction maximum fee	$450,000
Additional fee for initial transaction of a newly created financing program	$30,000
Additional fee for refunding issue	$5,000

B. POOLED STRUCTURE PER $1,000:

Principal Amount of Issue	Fee Per $1,000
Less than $10 mil	$2.10 ($45,000 min)
$10 mil to $25 mil	$1.95 ($55,000 min)
$25 mil to $50 mil	$1.40 ($65,000 min)
$50 mil to $100 mil	$0.90 ($75,000 min)
$100 mil to $200 mil	$0.70 ($90,000 min)
Over $200 mil	$0.65
Fixed-rate transaction minimum fee	$45,000
Fixed-rate transaction maximum fee	$450,000
Variable rate transaction minimum fee	$55,000
Variable rate transaction maximum fee	$450,000

Additional fee for initial transaction of a newly created financing program	$30,000
Additional fee for refunding issue	$5,000

Pricing Schedule for Key Personnel with Hourly Rate:

The Offered shall indicate hourly rates for other financial advisory activities described in the Scope of Work (not associated with a bond transaction).

Title	Hourly Rate
Managing Director	$400
Director	$375
Senior Managing Consultant	$350
Senior Analyst	$325
Analyst	$300

Name of Key Person	Title (as of 9/10/2024)	Hourly Rate
Darren Hodge	Managing Director	$400
Jaime Trejo	Senior Managing Consultant	$350
Fred Dilly	Senior Managing Consultant	$350
Peter Shellenberger	Managing Director	$400
Thomas Toepfer	Managing Director	$400
Christine Choi	Managing Director	$400
Brad Guilmino	Director	$375
Ryan Conway	Managing Director	$400
Dan Kozloff	Managing Director	$400
Todd Fraizer	Managing Director	$400

Hourly rates associated with P3 Advisory services will be billed at the following rates by title.

Title	Hourly Rate
Managing Director	$550
Director	$525
Senior Managing Consultant	$500
Senior Analyst	$445
Analyst	$395

Other Fees:

The Offeror shall indicate by narrative or using the table below any additional fees for services contemplated under this solicitation. Indicate how each fee will be calculated (hourly rates, etc.)

Service	Fee	How Calculated
Data Fee: fee for data services related to bond, loan or financial product transactions	Maximum fee of $5,000	For bond transactions, a data fee of $0.05 per $1,000 par amount of bond, with a maximum data fee of $5,000, will be charged for each bond issuance transaction. For bank loans and Private Placement bond transactions, a data fee of $0.025 per $1,000 par amount of bond, with a maximum data fee of $2,500, will be charged for each transaction.
New/replacement LOC / SBPA	$45,000	$45,000 flat for securing a new LOC / SBPA for VRDB or CP transactions. $45,000 fee will also apply to a replacement of an existing LOC / SBPA.
Annual Retainer	$TBD	In lieu of hourly rates for non-transactional services, PFM is amenable to negotiating an annual retainer fee that is acceptable to both the client and PFM.

To the extent a contemplated transaction or scope of services is not within the parameters of a traditional or expected transaction associated with the State or an Eligible Agency, PFM would request the ability to negotiate an appropriate fee based on the characteristics of the financing or scope of services. This would include low- or non-investment grade or unrated transactions, special taxing districts, M&A related transactions and public -private-partnerships.

In connection with any transaction involving substantial travel, PFM would request reimbursement of all travel related expenses according to the terms and provisions of the State's travel reimbursement policies.

The above proposed fees are inclusive of our review of the legal and disclosure documents associated with the transaction, as prepared by bond counsel or disclosure counsel. Should the financial advisor be requested to assemble the offering document, depending on the nature and complexity of the financing, an additional fee of up to $20,000 would apply.

To the extent the State or Eligible Agencies wish to engage other areas of PFM such as Synario, those services would be available under separate agreement or contract.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Zoning Code Manager

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-32 and Ordinance No. 2025-12: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-25-00088 - Forest Resource Pilot Program" and an Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2025-32
2. Read Ordinance No. 2025-12 by title only for the final time
3. City Clerk reads Ordinance No. 2025-12 by title only (if approved above)
4. Adopt Ordinance No. 2025-12

Executive Summary:

The City is requesting a modification to the Zoning Code provisions in Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards, to update the purpose and goals and add Section 10-50.90.061, Forest Resource Pilot Program, to establish a three-year pilot program for the preservation of forest resources using new technology in alignment with the Flagstaff Fire Department Forest Management Plan.

The Planning and Zoning Commission recommended that the City Council approve the proposed text amendment by a vote of 6-0.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affilliated with the proposed Zoning Code Text Amendment.

Previous Council Decision or Community Discussion:

There has not been a previous City Council decision on this Resolution or Ordinance.

Options and Alternatives to Recommended Action:

The City Council may adopt, modify, or deny the proposed amendment.

Background and History:

The proposed amendment modifies the purpose and goals of the Resource Protection Standards to include prioritizing wildfire resilience to ensure neighborhoods, sites, and buildings are designed to be better prepared for the increasing risks of urban fires initiated by wildfires. The amendment also creates a three-year limited-term pilot program to address forest resource preservation requirements for both developed and undeveloped

properties within the Resource Protection Overlay (RPO). Implementation of the pilot program will be a joint effort between the Flagstaff Fire Department and the Community Development Division to integrate new technology as well as the principles of the Forest Management Plan. The pilot program is intended to inform future permanent revisions to the Flagstaff Zoning Code for forest resource preservation.

The text amendment establishes provisions for an agreement that is required to be executed by the applicant and the Planning Director that establishes the basic parameters for participating in the pilot program. These provisions include the following:

- The City's commitment to provide any existing data to assist the applicant with the preparation of a forest stewardship plan and Natural Resource Protection Plan.
- The applicant's responsibility to supplement available City data as determined by the Director, for the development site, including but not limited to information on tree height, tree density, and basal area density calculations.
- The applicant's commitment to the purpose and goals of the Forest Management Plan, the purpose and goals of Resource Protection Standards, and the priority for forest resource protection found in Section 10-50.90.030.B.3. except as modified in the Forest Management Plan. Failure to comply with the purposes, goals, and priorities can be cause for terminating the use of the pilot program on a development site.
- The applicant's commitment to achieve residential densities that further the goals of the City's 10-Year Housing Plan and Carbon Neutrality Plan.
- An agreement that no tree work shall occur on the development site prior to the review and approval of a forest stewardship plan and Natural Resources Protection Plan by City staff.
- Permission for City staff and their consultants to access all property affiliated with the development site utilizing the Forest Resource Pilot Program (FRPP).
- Maintenance of forest resources before, during, and after the completion of development; and

The text amendment also establishes the minimum requirements of the pilot program which includes the following:

- A comprehensive digital tree inventory be prepared for the development site that identifies all forest resources, overall tree density and basal area calculations, and high value resources for the development site. High value resources include the oldest, largest, and most fire-resistant trees on a development site. The characteristics used to make this determination vary based on the species of tree but may include height, shape, and bark. The digital tree inventory shall also identify any slope resources that are required to be preserved subject to Section 10-50.90.050.
- The proposed development plan shall preserve to the greatest extent feasible high-value resources, as determined by staff from the digital tree inventory and site inspections.
- Forest resource preservation shall align with the desired conditions of the Forest Management Plan as determined by the Flagstaff Fire Department, and the development site is not required to meet the percentages in table 10-50.90.060.B.2.a.
- This program does not permit the deforestation of a development site. Deforestation is when forests are permanently destroyed for the purposes of development.
- The termination of the FRPP after the execution of the forest resources agreement by the Director and the applicant does not impact the applicant's eligibility to participate in the FRPP so long as development approvals are completed within 18 months and construction has commenced within 24 months from the termination of the FRPP.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

- Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.
- Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources.
- Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.
- Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and

buffers.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).
- Policy ED.4.7. When planning for future growth, consider tribal, cultural, and natural resources in balance with community needs.

The Regional Plan goals and policies listed above covering Flagstaff's natural resources support the proposed amendment. Staff will be working with new technology (lidar) and utilizing updated forest management science for Forest Resource preservation. The goal of the pilot program is to allow for alternative techniques for reviewing, removing, preserving, and maintaining forest resources on development sites. Forest management techniques are constantly evolving, and the forest resource preservation standards need to be updated to follow suit. The pilot program will be used to inform a substantial overhaul of the forest resource preservation requirements to ensure the purpose and goals of the Resource Protection Standards continue to be met. The program will integrate forest stewardship requirements (thinning) with resource protection to ensure that the highest value resources are preserved on a development site.

B. Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
The proposed amendment is intended to enhance public health and safety by allowing a pilot program for the preservation of required forest resources within a development for the purposes of advancing wildfire resiliency. The pilot program is intended to introduce risk-reduction measures as identified in the City of Flagstaff Forest Management Plan while meeting the purpose and goals of the Resource Protection Standards. The pilot program will allow staff the time to assess these risk-reduction measures to prepare a permanent replacement to the current Forest Resource preservation requirements.

C. Finding #3: The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
The amendment is internally consistent with the existing Zoning Code, following its format and aligning with its comprehensive purpose. It does not conflict with any other provisions and ensures that the Zoning Code remains clear, usable, and easily understood.

Connection to PBB Priorities and Objectives:
Achieve a well maintained community through comprehensive and equitable code compliance, and development is compatible with community values.

Connection to Regional Plan:

- Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff's natural resources.
- Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff's natural resources.
- Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.
- Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).
- Policy ED.4.7. When planning for future growth, consider tribal, cultural, and natural resources in balance with community needs.

The Regional Plan goals and policies listed above covering Flagstaff's natural resources support the proposed amendment. Staff will be working with new technology (lidar) and utilizing updated forest management science for Forest Resource preservation. The goal of the pilot program is to allow for

alternative techniques for reviewing, removing, preserving, and maintaining forest resources on development sites. Forest management techniques are constantly evolving, and the Forest Resource preservation standards need to be updated to follow suit. The pilot program will be used to inform a substantial overhaul of the Forest Resource preservation requirements to ensure the purpose and goals of the Resource Protection Standards continue to be met. The program will integrate forest stewardship requirements (thinning) with resource protection to ensure that the highest value resources are preserved on a development site.

Connection to Carbon Neutrality Plan:

- Protect existing forests, resources, and meaningful open spaces.
  - Support planning and zoning efforts that protect natural resources, including surface water resources.
  - Reduce urban encroachment into the forest, such as by promoting infill as supported in the Regional Plan.

Connection to 10-Year Housing Plan:

- Create 4.5 Evaluate and amend the Resource Protection Overlay standards to ensure that the minimum densities can be met on most sites, including making the requirements for residential sites to be similar to those for a commercial site.
- Create 4.6 Evaluate Resource Protection Overlay standards in terms of consistent application across each zone and allow for greater maximum densities.

Attachments: Res. 2025-32
Exhibit A - PZ-25-00088
Ord. 2025-12
Housing Statement
Presentation

RESOLUTION NO. 2025-32

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-25-00088 – FOREST RESOURCE PILOT PROGRAM"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full;

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2025-12, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"PZ-25-000088 – Forest Resource Pilot Program"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

SECTION 2. Effective Date.

This resolution 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 1st day of July 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A. PZ-25-00088 – Resource Protection Pilot Program

Case No. PZ-25-00088 – Forest Resource Pilot Program

Provisions that are being deleted are shown in bold **~~strikethrough~~** text.
Provisions that are being added are shown in bold **red** text.

Section 1. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards, as follows:

Division 10-50.90:

Resource Protection Standards

Sections:

10-50.90.010 Purpose
10-50.90.020 Applicability
10-50.90.030 Priority for Resource Protection
10-50.90.040 Floodplains
10-50.90.050 Steep Slopes
10-50.90.060 Forest
10-50.90.061 Forest Resource Pilot Program
10-50.90.070 Resources Survey Requirements
10-50.90.080 Natural Resources Protection Plan
10-50.90.090 Resource Protection During Construction
10-50.90.100 Activities Allowed in Natural Resources Areas
10-50.90.110 Mitigation
10-50.90.120 Enforcement

Section 2. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards, Section 10-50.90.010: Purpose, as follows:

10-50.90.010 Purpose

A. Purpose. This division provides standards for the protection of ~~n~~Natural ~~r~~Resources, ~~f~~Floodplains, steep slopes, and forest. The requirements of this division are intended to maintain ~~n~~Natural ~~r~~Resources and to **promote public health, safety, and welfare by managing Development** ~~**ensure that proposed development is consistent**~~ with the character of its natural surroundings. **Flagstaff has a greater wildfire likelihood than many communities in the United States.** Developments **should be designed to advance wildfire resiliency and to coexist with** ~~**shall be designed to incorporate**~~ native habitat**s** and existing **Natural Resources that** ~~**features on-site as they**~~ provide important visual, environmental, health**,** and economic benefits. Standards in this division also protect developed places from **wildfires and other** natural hazards, such as floods**, by integrating risk-reduction measures into a Development's design**. Division 10-30.60, Site Planning Design Standards, **and** Appendix 5 [Additional Information Applicable to Division 10-50.90, Resource Protection Standards]~~**and Appendix 1.1, Design Guidelines,**~~ provide additional standards, guidelines, and procedures on resource protection and site design.

B. Goals. This division prescribes standards for the preservation and maintenance of ~~n~~Natural ~~r~~Resources to achieve the following goals:

1. **Preserve and protect significant Natural Resources characterized by unusual terrain, unique geologic formations, and high value native vegetation before, during, and after the construction of new Development;** ~~**Preserve significant natural resources characterized by unusual terrain, scenic vistas, unique geologic formations, and native vegetation;**~~

2. Limit encroachments into Rural Floodplains;

3. Manage healthy and sustainable forests to reduce the risk of wildfires initiating urban fires;

4. Prioritize wildfire resilience to ensure neighborhoods, sites, and Buildings are designed to be better prepared for the increasing risks of urban fires initiated by wildfires;

5. Enhance air quality, reduce the amount and rate of stormwater runoff, improve stormwater runoff quality, and increase the capacity for groundwater discharge;

6. Prioritize the preservation of significant Natural Resources that maintain wildlife corridors and habitats; and

72. ~~Preserve and~~ eEnhance the natural environment, visual character, and aesthetic qualities of the City for its citizens' and visitors' enjoyment~~;~~.

~~3. Preserve and enhance the character and value of all properties;~~

~~4. Preserve wildlife corridors and habitat;~~

~~5. Prevent encroachment into floodplains;~~

~~6. Manage healthy and sustainable forests to reduce fire risk;~~

~~7. Promote and improve the quality of the environment by enhancing air quality, reducing the amount and rate of storm water runoff, improving storm water runoff quality, and increasing the capacity for groundwater recharge; and~~

~~8. Establish regulations for the preservation and protection of natural resources before, during, and after the construction and completion of a new development.~~

Section 3. Amend Title 10 Flagstaff Zoning Code, Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards, to add Section 10-50.90.061: Forest Resource Pilot Program, as follows:

10-50.90.061 Forest Resource Pilot Program

A. The purpose of the Forest Resource Pilot Program (FRPP) is:

1. To allow an alternative Forest Resource preservation methodology utilizing technological innovations to inventory existing Forest Resources for both forest stewardship and preservation purposes; and

2. To implement the Flagstaff Fire Department Forest Management Plan (the "Forest Management Plan"); and

3. To determine the effectiveness of the program for future revisions to the Forest Resource protection standards in alignment with the purpose and goals of this division for all properties within the Resource Protection Overlay (RPO).

B. Program Term. Unless otherwise extended or extinguished by a separate ordinance approved by the City Council, the FRPP shall terminate at 11:59 p.m. on July 31, 2028.

C. Applicability. All properties subject to the Resource Protection Overlay both developed and vacant may participate in the FRPP. This pilot program applies only to Forest Resources and does not apply to Slope Resources or other requirements of this division.

D. Forest Resource Agreement.

1. The Director shall enter into a Forest Resource agreement with the applicant to allow participation in the pilot program. The agreement shall be in a form satisfactory to the City Attorney or their designee.

2. The agreement shall be perpetual unless terminated in accordance with the provisions of this section and the agreement.

3. The agreement shall include, but is not limited to:

a. The City's commitment to provide any existing data to assist the applicant with the preparation of forest stewardship plan and Natural Resource Protection Plan; and

b. The applicant's responsibility to supplement available City data as determined by the Director, for the Development Site, including but not limited to information on tree height, tree density, and basal area density calculations; and

c. The applicant's commitment to the purpose and goals of the Forest Management Plan, the purpose and goals of this division, and the priority for Forest Resource protection found in Section 10-50.90.030.B.3. except as modified in the Forest Management Plan. Failure to comply with the purposes, goals, and priorities can be cause for terminating the use of the pilot program on a Development Site; and

d. The applicant's commitment to achieve residential densities that further the goals of the City's 10-Year Housing Plan and Carbon Neutrality Plan; and

e. An agreement that no tree work shall occur on the Development Site prior to the review and approval of a forest stewardship plan and Natural Resources Protection Plan by City staff; and

f. Permission for City staff and their consultants to access all property affiliated with the Development Site utilizing the FRPP; and

g. Maintenance of Forest Resources before, during, and after the completion of Development; and

h. Violations and remedies; and

i. Any other provision necessary as determined by the City Attorney, Director, or their designee to document the requirements and enforcement of this section and the agreement.

4. The agreement shall be approved and executed by the Director and applicant prior to the submittal of forest stewardship and Natural Resource Protection Plans.

E. Minimum Requirements.

1. A comprehensive digital tree inventory shall be prepared for the Development Site that identifies all Forest Resources, overall tree density and basal area calculations, and high value resources for the Development Site. High value resources include the oldest, largest, and most

fire-resistant trees on a Development Site. The characteristics used to make this determination vary based on the species of tree but may include height, shape, and bark. The digital tree inventory shall also identify any Slope Resources that are required to be preserved subject to Section 10-50.90.050.

2. The proposed Development plan shall preserve to the greatest extent feasible high value resources, as determined by staff from the digital tree inventory and site inspections.

3. Forest Resource preservation shall align with the desired conditions of the Forest Management Plan as determined by the Flagstaff Fire Department and the Development Site is not required to meet the percentages in table 10-50.90.060.B.2.a.

4. This program does not permit the deforestation of a Development Site. Deforestation is when forests are permanently destroyed for the purposes of Development.

5. The termination of the FRPP after the execution of the Forest Resources agreement by the Director and the applicant does not impact the applicant's eligibility to participate in the FRPP so long as Development approvals are completed within 18 months and construction has commenced on site within 24 months from the termination of the FRPP.

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-25-00088 – FOREST RESOURCE PILOT PROGRAM"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend provisions in Chapter 10-50: Supplemental to Zones, Division 10-50.90: Resource Protection Standards. Specifically, to add a pilot program option for the preservation of forest resources utilizing new technology in alignment with the *Flagstaff Fire Department Forest Management Plan* amendment; and

WHEREAS, a citizen review session was held at the Planning Commission work session on May 14, 2025, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on May 28, 2025, and provided a recommendation to City Council on the proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as *"PZ-25-00088 – Forest Resource Pilot Program"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2025-32.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. That certain document known as *"PZ-25-00088– Forest Resource Pilot Program"*, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, and which document is declared a public record by Resolution No. 2025-32 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set

forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. 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 8. 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 9. 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 1st day of July 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

HOUSING IMPACT STATEMENT
PZ-25-00088 ZONING MAP AMENDMENT PROCESS

Pursuant to ARS 9-462.01 (J) a Housing Impact Statement shall be considered by the City Council prior to adopting a Zoning Code Text Amendment regarding the impact of the amendment on the following:

1. A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning text amendment applies.

   The proposed zoning code text amendment would only have the potential to reduce costs affiliated with the cost of construction. More importantly, it is intended to increase wildfire resilience with our community.

2. A description of any data or reference material on which the proposed zoning text amendment is based.

   Staff is working in partnership with the City of Flagstaff Fire Department to implement their Forest Management Plan.

3. A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning text amendment.

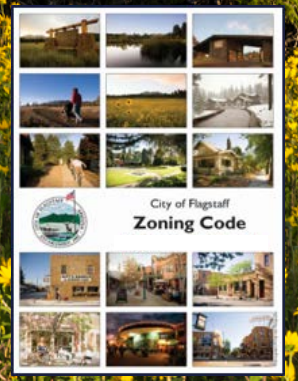
   None.

Zoning Code Amendment
Chapter 10-50.90
Resource Protection Standards
PZ-25-00088

Forest Resource Pilot Program

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



City's Proposed Zoning Code Text Amendment

Overview of Proposed Amendment:

The proposed amendment modifies the purpose and goals of the Resource Protection Standards to include prioritizing wildfire resilience to ensure neighborhoods, sites, and buildings are designed to be better prepared for the increasing risks of urban fires initiated by wildfires.

The amendment also creates a 3-year limited term pilot program to address Fores Resource preservation requirements for both developed and undeveloped properties within the Resource Protection Overlay (RPO). Implementation of the pilot program will be a joint effort between the Flagstaff Fire Department and the Community Development Division to integrate new technology as well as the principles of the Forest Management Plan. The pilot program is intended to inform future permanent revisions to the Flagstaff Zoning Code for Forest Resource preservation.

City's Proposed Zoning Code Text Amendment

Section 10-50.90.10.A: Purpose (Revised)

Purpose. This division provides standards for the protection of **N**atural **R**esources, **F**loodplains, steep slopes, and forest. The requirements of this division are intended to maintain **N**atural **R**esources and to **promote public health, safety, and welfare by managing Development** with the character of its natural surroundings. **Flagstaff has a greater wildfire likelihood than many communities in the United States.** Developments **should be designed to advance wildfire resiliency and to coexist with** native habitat**s** and existing **Natural Resources that** provide important visual, environmental, health**,** and economic benefits. Standards in this division also protect developed places from **wildfires and other** natural hazards, such as floods**, by integrating risk-reduction measures into a Development's design**. Division 10-30.60, Site Planning Design Standards, **and** Appendix 5 [Additional Information Applicable to Division 10-50.90, Resource Protection Standards] provide additional standards, guidelines, and procedures on resource protection and site design.

City's Proposed Zoning Code Text Amendment

Section 10-50.90.10.B: Goals (Revised)

1. **Preserve and protect significant Natural Resources characterized by unusual terrain, unique geologic formations, and high value native vegetation before, during, and after the construction of new Development;**

2. **Limit encroachments into Rural Floodplains;**

3. **Manage healthy and sustainable forests to reduce the risk of wildfires initiating urban fires;**

4. **Prioritize wildfire resilience to ensure neighborhoods, sites, and Buildings are designed to be better prepared for the increasing risks of urban fires initiated by wildfires;**

5. **Enhance air quality, reduce the amount and rate of stormwater runoff, improve stormwater runoff quality, and increase the capacity for groundwater discharge;**

6. **Prioritize the preservation of significant Natural Resources that maintain wildlife corridors and habitats; and**

7. **Enhance the natural environment, visual character, and aesthetic qualities of the City for its citizens' and visitors' enjoyment.**

City's Proposed Zoning Code Text Amendment

10-50.90.061 Forest Resource Pilot Program (New)

Forest Resource Agreement

- **The City's commitment to provide any existing data to assist the applicant with the preparation of forest stewardship plan and Natural Resource Protection Plan.**
- **The applicant's responsibility to supplement available City data as determined by the Director, for the Development Site, including but not limited to information on tree height, tree density, and basal area density calculations.**
- **The applicant's commitment to the purpose and goals of the Forest Management Plan, the purpose and goals of Resource Protection Standards, and the priority for Forest Resource protection found in Section 10-50.90.030.B.3. except as modified in the Forest Management Plan. Failure to comply with the purposes, goals, and priorities can be cause for terminating the use of the pilot program on a Development Site.**
- **The applicant's commitment to achieve residential densities that further the goals of the City's 10-Year Housing Plan and Carbon Neutrality Plan.**
- **An agreement that no tree work shall occur on the Development Site prior to the review and approval of a forest stewardship plan and Natural Resources Protection Plan by City staff.**

City's Proposed Zoning Code Text Amendment

10-50.90.061 Forest Resource Pilot Program (New)

Minimum Requirements

1. **A comprehensive digital tree inventory shall be prepared for the Development Site that identifies all Forest Resources, overall tree density and basal area calculations, and high value resources for the Development Site. High value resources include the oldest, largest, and most fire-resistant trees on a Development Site. The characteristics used to make this determination vary based on the species of tree but may include height, shape, and bark. The digital tree inventory shall also identify any Slope Resources that are required to be preserved subject to Section 10-50.90.050.**

2. **The proposed Development plan shall preserve to the greatest extent feasible high value resources, as determined by staff from the digital tree inventory and site inspections.**

3. **Forest Resource preservation shall align with the desired conditions of the Forest Management Plan as determined by the Flagstaff Fire Department and the Development Site is not required to meet the percentages in table 10-50.90.060.B.2.a.**

4. **This program does not permit the deforestation of a Development Site. Deforestation is when forests are permanently destroyed for the purposes of Development.**

5. **The termination of the FRPP after the execution of the Forest Resources agreement by the Director and the applicant does not impact the applicant's eligibility to participate in the FRPP so long as Development approvals are completed within 18 months and construction has commenced on site within 24 months from the termination of the FRPP.**

Staff Recommendation

Findings for Zoning Code Text Amendments:

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Forest Resource Pilot Program

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

Flagstaff Regional Plan 2030

- Goal E&C.4. Integrate available science into policies governing the use and conservation of Flagstaff ’s natural resources.
- Policy E&C.4.1. Assess vulnerabilities and risks of Flagstaff’s natural resources.
- Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.
- Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).
- Policy ED.4.7. When planning for future growth, consider tribal, cultural, and natural resources in balance with community needs.

Forest Resource Pilot Program

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

10-Year Housing Plan

- Create 4.5 Evaluate and amend the Resource Protection Overlay standards to ensure that the minimum densities can be met on most sites, including making the requirements for residential sites to be similar to those for a commercial sites.
- Create 4.6 Evaluate Resource Protection Overlay standards in terms of consistent application across each zone and allow for greater maximum densities.

Carbon Neutrality Plan

- Protect existing forests, resources, and meaningful open spaces.
  - Support planning and zoning efforts that protect natural resources, including surface water resources.
  - Reduce urban encroachment into the forest, such as by promoting infill as supported in the Regional Plan.

Forest Resource Pilot Program

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

The proposed amendment is intended to enhance public health and safety by allowing a pilot program for the preservation of required of Forest Resources within a development for the purposes of advancing wildfire resiliency. The pilot program is intended to introduce risk reduction measures as identified in the City of Flagstaff Forest Management Plan while meeting the purpose and goals of the Resource Protection Standards. The pilot program will allow staff the time to assess these risk reduction measures to prepare a permanent replace to the current Forest Resource preservation requirements.

Forest Resource Pilot Program

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

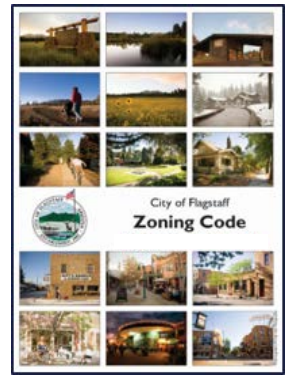
The amendment is internally consistent, utilizes the existing format, and does not conflict with other Zoning Code provisions. It maintains the Zoning Code's purpose as a comprehensive contemporary set of land uses and requirements that are straightforward, usable, and easily understood.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, make a recommendation to the City Council for approval of the Zoning Code Text Amendment PZ-25-00088: Forest Resource Pilot Program.

Forest Resource Pilot Program

Questions, Comments, and Suggestions



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Heidi Derryberry, Assistant Finance Director

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Adoption of Ordinance No. 2025-13: An ordinance levying upon the assessed valuation of the property within the City of Flagstaff, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100.00) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June 2026. (Primary and secondary property tax levies for FY 2025-26)

STAFF RECOMMENDED ACTION:

1. Read Ordinance No. 2025-13 by title only for the final time
2. City Clerk reads Ordinance No. 2025-13 by title only (if approved above)
3. Adopt Ordinance No. 2025-13

Executive Summary:

The City Council is required to fix and levy the amount to be raised from property taxation after the adoption of the final budget, per A.R.S. Section 42-17151. The final budget is anticipated to be adopted on June 17, 2025.

Financial Impact:

The City is proposing a flat primary property tax levy of $7,230,680 on existing properties, plus a levy of $33,728 on new construction, for a total primary property tax levy in Fiscal Year (FY) 2025-26 of $7,264,408. The primary property tax rate to support this levy is 0.6045 per $100 of assessed valuation (lower than the prior fiscal year). The proposed levy is less than the maximum allowable primary property tax levy allowed for FY 2025-2026, which is $8,181,322.

The City is proposing a secondary property tax levy of $9,569,140 on existing properties, plus a levy of $44,635 on new construction, for a total secondary property tax levy in FY 2025-26 of $9,613,775. The proposed secondary property tax rate is 0.8000 per $100 of net assessed valuation (same as the prior fiscal year).

Policy Impact:

Adoption of the proposed property tax levies will generate revenues to help fund the community needs as identified in the FY 2025-26 Final Budget and policies reflected therein.

Previous Council Decision or Community Discussion:

- January Council Retreat on January 30, 2025, and January 31, 2025
- February Budget Retreat on February 13, 2025, and February 14, 2025
- March Capital Improvement Budget Retreat on March 27, 2025
- Council Budget Work Session on April 24, 2025, and April 25, 2025

- Tentative Budget Adoption on June 3, 2025

Options and Alternatives to Recommended Action:
1) Adopt the primary and secondary property tax rates as proposed.
2) Adopt lower primary and secondary property tax rates than proposed.
3) Adopt higher secondary property tax rates than proposed, however, Council can not increase the primary property tax rates due to Truth in Taxation Notice publication deadlines or other legal considerations.

Background and History:
Primary property tax revenues may be used for all purposes. Primary property tax levies are limited, per A.R.S. Section 42-17051. The City has the ability to increase the amount received from the primary property tax levy by a maximum of 2% each year excluding new construction. The maximum allowable increase for FY 2025-26 is 12.0%. FY 2025-26 proposed primary property tax levy is set at $7,264,408, which is less than the maximum allowable levy of $8,181,322.

Primary property tax levies are also subject to "Truth in Taxation" notice and hearing requirements, per A.R.S. Section 42-17107. On or before February 10 of each year, the county assessor must transmit to each city and town an estimate of the total net assessed valuation of the city, including new property added to the tax roll. If the proposed primary tax levy amount, excluding amounts attributable to new construction, is greater than the levy amount in the previous year, the city must follow the "Truth in Taxation" procedures. It is important to note that it is the levy amount and not the rate which triggers the "Truth in Taxation" procedures. The proposed FY2025-26 primary tax levy amount did not trigger the "Truth in Taxation" procedures.

The City is budgeting primary property tax revenues of $7,196,000 in its FY 2025-26 Budget. This budgeted amount is less than the levy amount because the City is allowing for approximately 1.0% in bad debt (taxes not able to be collected). The City anticipates an overall 0.7% increase in primary property tax revenues in FY 2025-26, due to the increase from new construction (properties added to tax roll). Primary property tax revenues may be used for any general purpose use of the City government.

Secondary property tax revenues may only be used by cities and towns to retire the principal and interest or redemption charges on general obligation bonds issued to pay for capital projects. Secondary property tax levies are not limited. The City has budgeted a total of $9,613,775 in FY 2025-26 secondary property tax, an approximate 5.8% increase over the FY 2024-25 budget ($9,091,154). The increase is directly related to the increased assessed valuation (increase in property values) and new construction. Secondary property tax revenues are used to pay general obligation debt issued for City capital projects.

Five years of historical data are shown below:

Property Tax Rates	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 Proposed
Primary	0.7186	0.6954	0.6634	0.6363	0.6045
Secondary	0.8000	0.8000	0.8000	0.8000	0.8000
Total	1.5186	1.4954	1.4634	1.4363	1.4045

Primary property taxes account for 7.9% of the General Fund revenues budgeted for FY 2025-26. The adoption of the property tax levy is the final step in the entire budget approval process.

Connection to PBB Priorities and Objectives:
The adoption of the Annual Budget and Financial Plan provides direction and financial resources to support the Key Community Priorities and Objectives. The property tax adoption is part of the overall City budget adoption.

Connection to Regional Plan:

None.

Connection to Carbon Neutrality Plan:
None.

Connection to 10-Year Housing Plan:
None.

Attachments: Ord. 2025-13

ORDINANCE NO. 2025-13

AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF FLAGSTAFF, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2026

RECITALS:

WHEREAS, by the provisions of State law, the ordinance levying taxes for fiscal year 2025-26 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Coconino is the assessing and collecting authority for the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a primary property tax rate of 0.6045 for the fiscal year ending on the 30th day of June 2026. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Coconino is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Flagstaff, except such property as may be by law exempt from taxation, a secondary property tax rate of 0.8000 for the fiscal year ending June 30, 2026.

SECTION 3. Failure by the county officials of Coconino County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Flagstaff upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by

officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. That the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Coconino, Arizona.

SECTION 6. Effective Date. The tax levies imposed by this Ordinance shall take effect August 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of July, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: David Pedersen, Capital Improvements Project Manager

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Approval of Contract: Change Order Number 7 with Peak Engineering, Inc. in the amount of $1,044,595.00 and add 1,096 calendar days for the work associated with completing the engineering design for the JWP Extension.

STAFF RECOMMENDED ACTION:

1. Approve Change Order Number 7 with Peak Engineering, Inc. in the amount of $1,044,595.00;
2. Add 1,096 calendar days to the design services contract; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Change Order Number 7 will compensate Peak Engineering, Inc. and their sub consultants, to complete engineering design, meetings with City and property owners, as well as construction phase services, which will retain the design engineer during construction of the JWP Extension.

Financial Impact:

Funding for Change Order Number 7, $1,044,595.00, will come from account 048-10-117-3369-6-4441 which is funded by Proposition 419. Proposition 419 was approved by voters in November 2018 and has authorized funding of $8,950,000 for FY2025-26.

Policy Impact:

There are no policy impacts.

Previous Council Decision or Community Discussion:

The JW Powell Extension Project has been before City Council thirteen times in the past seven years.

- 25 October 2016 (Council Work Session) - Discussion on Infrastructure and Public Facilities Planning and Engineering in the John Wesley Powell Boulevard area.
- 6 February 2018 (Council Meeting) - Award of contract to Peak Engineering for design and planning services.
- 24 April 2020 (Council Budget Retreat) - JW Powell Blvd Extension discussed during the Capital Programming update.
- 27 October 2020 (Council Work Session) -- Land Use Framework and engineering design update shared for the original alignment.
- 5 October 2021 (Council Meeting) -- Project update and Change Order 4 approved by Council.
- 31 March 2022 (Five-Year Summary Retreat) -- JW Powell Blvd Extension discussed in project prioritization.
- 22 April 2022 (Council Budget Retreat) -- JW Powell Blvd Extension discussed during the Capital Programming update.

- 28 June 2022 (Council Meeting) -- Council direction sought on proposed alignment for new roadway.
- 7 July 2022 (Council Meeting) -- Council finalized proposed alignment for new roadway.
- 30 May 2023 (Council Meeting) -- Project update and discussion on Specific Plan and Scope of Change Order 5.
- 9 April 2024 (Council Meeting) -- Project update.
- 8 October 2024 (Council Meeting) -- Project update.
- 3 December 2024 (Council Meeting) -- Development Agreements discussion.

Options and Alternatives to Recommended Action:

1. Approve Change Order Number 7 with Peak Engineering, Inc;in the amount of $1,044,595.00 and add 1,096 calendar days as recommended; or
2. Reject Change Order Number 7, which will delay or cancel the project.

Background and History:
On 20 February 2018, City Council approved the contract with Peak Engineering, Inc. for the John Wesley Powell Area Specific Plan Study to develop a Specific Plan to guide the future private development of public infrastructure, utilities and public facilities (schools, fire/police stations, libraries, parks, etc.).

In November 2018, voters approved Proposition 419 which allocated funding for roadway and bike and pedestrian improvements along the future John Wesley Powell Boulevard extension.

On 27 October 2020, City Staff and the JW Powell Design Team presented an update to City Council regarding the current design work and the Land Use Framework.

On 28 January 2021, the JW Powell Design Team conducted a corporate meeting with the small-parcel property owners and consequential one-on-one meetings with small-parcel property owners who requested to meet regarding specifics to their respective parcels. Starting in May 2021, the JW Powell Design Team began to meet with the large-parcel property owners individually.

On 28 June and 7 July 2022, City Council, along with copious community input, selected the final alignment for the new JWP roadway extension. The final alignment shifts the alignment to the west and out of the South Fourth Street corridor.

In January 2025, the City entered into three separate Development Agreements (CDR, Little America, and Elk Ridge LLC) allowing for the right-of-way to move forward with engineering design with construction thereafter.

Connection to PBB Priorities and Objectives:
Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs.

Connection to Regional Plan:
Goal E&C.7. Give special consideration to environmentally sensitive lands in the development design and review process.

Connection to Carbon Neutrality Plan:
The JWP Extension will provide new commutes and multimodal connections to the southeast portion of our community. The new roadway connection will provide another corridor to connect Fourth Street to Lake Mary Road.

Connection to 10-Year Housing Plan:
The JWP Extension will open access to new developments and additional housing units.

Connection to Division Specific Plan:

Deliver outstanding services through a healthy environment, resources, and infrastructure.

Attachments: Change Order 7
Presentation
Context Map
Vicinity Map

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. 7
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO.	ST3369	**PROJECT NAME:**	J.W. Powell Specific Plan Study
FILE NO.	03-16010	**PROJECT MANAGER:**	David Pedersen
FIRM NAME:	Peak Engineering, Inc.		

Purchase Order Number: 18-001394 | **Line Number:** 1 | **Amount** $ 706,121.21

Change Order originated by: ☑ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ DESIGN FIRM ☐ OTHER: _____

DETAILED DESCRIPTION:

Change Order 7 will provide the funding for the completion of the engineering design of the new JWP Extension. The scope of work also includes all of the sub consultants necessary to complete the design work. Furthermore, the scope of work includes construction phase services to retain the design engineer during construction.

JUSTIFICATION:

This change order will fulfill the mission of this purchase order (PO) with the completion of the JWP Extension engineering design. Since the inception of this PO, the completion of the design extension between the western terminus, by Pine Canyon, to Canyon del Rio and ultimately Fourth Street, was the objective. With the relocation of the alignment to the west came a new design effort with new property owners and thus the ask of this change order.

TIME ANALYSIS:

The work associated with this change order will require an additional 1,096 calendar day contract time extension. The new contract duration will be 3,704 calendar days.

COST ANALYSIS:

The change order will request an additional $1,044,595.00 of funding and the new value of the purchase order shall become $1,750,716.21. The funding for this Change Order will come from account 001-09-402-3369-6-4421 and is accounted for with FY25 ($10,339,304) and FY26 ($34,806,375) funds.

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: J.W. Powell Specific Plan Study	☑ Design ☐ Construction ☐ Other
PROJECT NO. ST3369	**FILE NO.** 03-16010
ACCT. NO. 048-10-117-3369-6-4421 100.00 %	
ACCT. NO. _____ %	
COUNCIL APPROVAL DATE: February 20, 2018	**ORIGINAL CONTRACT AMOUNT:** $ 316,299.00
PROJECT BUDGET (FY 25 **)** $ 10,339,304.00	**PROJECT BUDGET (FY** 26 **)** $ 34,806,375.00
NOTICE TO PROCEED DATE: 04/09/2018	**ORIGINAL CONTRACT PERIOD (calendar days):** 265
ORIGINAL COMPLETION DATE: 12/30/2018	**ORIGINAL CONTRACT ALLOWANCE:** $ 0.00
DESIGN FIRM: Peak Engineering, Inc.	

Change Orders Revision Date	C.O. Amount New Total	C.O. Days New Total	Start Date New Comp. Date	REASON FOR CHANGE
1				SEE DETAILS ON LAST TWO PAGES
2				
3				
4				
5				

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.If there are more than 5 Change Orders, please request a separate form from Purchasing that includes additional spaces. Thank you!

			END DATES		
ORIGINAL CONTRACT PERIOD	265 **Days**	(12/30/2018)	**ORIGINAL CONTRACT**	$	$ 316,299.00
PRIOR TIME CHANGES	2343 **Days**	(05/31/2025)	**TOTAL PRIOR VALUE CHANGES**	$	$ 389,822.21
THIS TIME CHANGE	1096 **Days**	(05/31/2028)	**VALUE OF THIS CHANGE**	$	$ 1,044,595.00
NEW CONTRACT PERIOD	3704 **Days**	(05/31/2028)	**NEW CONTRACT**	$	$ 1,750,716.21

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☑ DESIGN CONTRACT CHANGE ORDER NO. 7
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO. ST3369 **PROJECT NAME:** J.W. Powell Specific Plan Study

FILE NO. 03-16010 **PROJECT MANAGER:** David Pedersen

SIGNATURES

SUBMITTER

Project Manager	06/05/2025 Date	**Approved Signature**	
Department Head	06/04/2025 Date	**Approved Signature**	Paul Mood 2025.06.04 09:13:20 -07'00'

COMMITTEE

Water Services	2025-06-09 Date	**Approved Signature**	Douglas Slover Jr Digitally signed by Douglas Slover Jr Date: 2025.06.09 10:14:49 -07'00'
Public Works	6-10-2025 Date	**Approved Signature**	
City Engineering	6/10/25 Date	**Approved Signature**	
City Attorney	Date	**Approved Signature**	Christina A. Kinnear Digitally signed by Christina A. Kinnear DN: cn=Christina A. Kinnear, o=City of Flagstaff, ou=City Attorney, email=christina.kinnear@flagstaffaz.gov, c=US Date: 2025.06.10 13:40:44 -07'00'
Finance	06/10/2025 Date	**Approved Signature**	Tammy L. Ryan
Purchasing (Chair)	Date	**Approved Signature**	Patrick Brown Digitally signed by Patrick Brown Date: 2025.06.10 15:09:11 -07'00'

EXECUTIVE

City Manager	Date	**Approved Signature**	

Council Meeting Date (if required) 07/01/2025 **Council Approved?** Yes ☑ No ☐

We have given careful consideration to the proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, and perform all services necessary for the work specified.

FIRM NAME: Peak Engineering, Inc. **Signature:** Digitally signed by Thomas E. Smith, P.E. Date: 2025.06.03 17:09:27 -07'00'

Date: 06/03/2025 **Print Name and Title:** Thomas E. Smith, Principal

Change Orders	C.O. Amount	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	New Total	New Comp. Date	
1	$ 12,925.00	265.00	2/20/2018	Change Order 1 - Alternative alignment study for South Fourth St./JWP
11/8/2018	$ 329,224.00	361.00	4/5/2019	
2	$ 0.00	30.00	2/20/2018	Field Order 1 - Project on Hold
3/28/2019	$ 329,224.00	391.00	5/5/2019	
3	$ 0.00	30.00	2/20/2018	Field Order 2 - Project on Hold
4/17/2019	$ 329,224.00	421.00	6/4/2019	
4	$ 0.00	30.00	2/20/2018	Field Order 3 - Project on Hold
6/4/2019	$ 329,224.00	451.00	7/4/2019	
5	$ 0.00	30.00	2/20/2019	Field Order 4 - Project on Hold
6/25/2019	$ 329,224.00	481.00	8/3/2019	
6	$ 0.00	30.00	2/20/2018	Field Order 5 - Project on Hold
8/3/2019	$ 329,224.00	511.00	9/2/2019	
7	$ 0.00	30.00	2/20/2018	Field Order 6 - Project on Hold
9/2/2019	$ 329,224.00	541.00	10/2/2019	
8	$ 0.00	30.00	2/20/2019	Field Order 7 - Project on Hold
9/30/2019	$ 329,224.00	571.00	11/1/2019	
9	$ 0.00	30.00	2/20/2018	Field Order 8 - Project on Hold
10/28/2019	$ 329,224.00	601.00	12/1/2019	
10	$ 0.00	30.00	2/20/2018	Field Order 9 - Project on Hold
11/27/2019	$ 329,224.00	631.00	12/31/2019	
11	$ 0.00	30.00	2/20/2018	Field Order 10 - Project on Hold
12/23/2019	$ 329,224.00	661.00	1/30/2020	
12	$ 0.00	30.00	2/20/2018	Field Order 11 - Project on Hold
1/15/2020	$ 329,224.00	691.00	2/29/2020	
13	$ 0.00	30.00	2/20/2018	Field Order 12 - Project on Hold
2/20/2018	$ 329,224.00	721.00	3/30/2020	
14	$ 0.00	30.00	2/20/2018	Field Order 13 - Project on Hold
3/25/2020	$ 329,224.00	751.00	4/29/2020	
15	$ 0.00	30.00	2/20/2018	Field Order 14 - Project on Hold
4/28/2020	$ 329,224.00	781.00	5/29/2020	
16	$ 0.00	30.00	2/20/2018	Field Order 15 - Project on Hold
5/26/2020	$ 329,224.00	811.00	6/28/2020	

17	$ 0.00	262.00	2/20/2018	Change Order 2 - Time extension to complete new time line and scope.
6/24/2020	$ 329,224.00	1,073.00	3/17/2021	
18	$ 0.00	0.00	2/20/2018	Field Order 16 - Reallocation of unbilled line items to increased scope of work.
7/23/2020	$ 329,224.00	1,073.00	3/17/2021	
19	$ 41,401.25	30.00	2/20/2018	Change Order 3 - Additional public involvement during Phase 1
9/23/2021	$ 370,625.25	1,103.00	4/16/2021	
20	$ 115,353.34	540.00	2/20/2018	Change Order 4 - Additional design work for proposed new alignment
9/23/2021	$ 485,978.59	1,643.00	10/8/2022	
21	$ 0.00	0.00	2/20/2018	Field Order 17 - Reallocation of unbilled line items to Specific Plan effort
1/27/2023	$ 485,978.59	1,643.00	10/8/2022	
22	$ 220,142.62	601.00	2/20/2018	Change Order 5 - Additional time and funding to complete a Specific Plan
3/16/2023	$ 706,121.21	2,244.00	5/31/2024	
23	$ 0.00	365.00	2/20/2018	Change Order 6 - Additional time to complete Specific Plan with revised alignment
5/23/2024	$ 706,121.21	2,609.00	5/31/2025	
24	$ 1,044,595.00	1,096.00	2/20/2018	Change Order 7 - Engineering design services of new JWP extension
	$ 1,750,716.21	3,704.00	5/31/2028	
25				
26				
27				
28				
29				
30				
FINAL PAYMENT	$ 1,750,716.21	3,704	05/31/2028	

CHANGE ORDER #7 – JWP SPECIFIC PLAN STUDY, PHASE 1
JWP BOULEVARD CONSTRUCTION DOCUMENTS
SCOPE OF SERVICES

Date:	May 30, 2025 June 3, 2025, Rev. 1
Project:	John Wesley Powell Specific Plan Study, Phase 1
COF Project No:	03-16010 (PO 18-001394)
Peak Project No:	17COF02
Prepared For:	David Pedersen, Capital Improvements Project Manager
Prepared By:	Julie Leid, P.E.

We have prepared this change order request to the John Wesley Powell Specific Plan Study, Phase 1 project for preparation of construction documents for JW Powell Boulevard, a new arterial roadway in an undeveloped area of Flagstaff. Specifically, Peak Engineering will prepare construction documents for the City's segment which includes the roadway portion through the Gibson-Smith (Elk Ridge Development, LLC) and Little America parcels, including the Rio de Flag crossing. Adjacent development is responsible for the design and construction of the portion of JWP Boulevard through STL405 and Canyon del Rio, the west and northeast legs of the roadway, respectively, on either end of the City's segment. The City's segment is approximately 4,200 LF.

Concept design is substantially complete for the City's segment of JWP Boulevard and was performed under a separate agreement with the City of Flagstaff. Also complete is topographic surveying and mapping and cultural and environmental studies of the Rio de Flag crossing. The concept design is the basis for this proposal and establishes the design intent. Refer to the Concept Plan, attached.

Design includes a water transmission line extension and sewer main(s) along the corridor and replacement of a ~365 LF section of the 42" sewer interceptor in the Rio de Flag floodplain.

This proposal incorporates the following subconsultants and their respective scopes of work, attached.

- **JE Fuller Hydrology and Geomorphology** – FEMA permitting documents for the Rio de Flag crossing
- **Northland Exploration Surveys** – Preparation of right of way and easement documents for right of way dedications, incidental survey data collection (sag survey of APS transmission lines)
- **Entellus** – Sewer modeling to inform collection main sizing and layout and to support ADEQ submittal requirements
- **Ninyo & Moore** - Geotechnical investigation & engineering
- **BetaPr** – Public involvement
- **Swaback** – Landscape design

We anticipate structural engineering for design of retaining walls and barriers; the scope and extent of structural engineering is not yet determined. The structural engineering component will be driven by the Rio de Flag crossing type, whether it is arches, boxes or pipes and input from the selected CMAR on cost and availability. For example, the CMAR Contractor may recommend a wall type by a vendor who would furnish shop drawings and calculations for their wall system. Walls could also be cast in place. We have included an allowance for structural engineering in this proposal.

The following tasks advance the concept design to 60%, 90% and 100% level construction documents.

TASK CD-1: PROJECT MANAGEMENT

This task includes communications, project administration, regular coordination meetings during the design phase with City staff and the design team, progress design reviews, coordination with the developers' engineers at connection points, participation and support for City Council presentations/updates, Construction Manager at Risk (CMAR) selection support and coordination, and other administrative tasks for the anticipated duration of the project (through May 2028).

BetaPr is our public relations subconsultant and their scope is included and attached to this proposal. BetaPr would be responsible for public communication in the form of mailers, postcards, e-news, website, etc. We will work with the City to establish a schedule for public engagement.

This task would be billed hourly. The budget for this task is based on the estimated hours presented in the cost detail summary, attached, for this task. Note that there is a 10% subconsultant markup which covers administration of those subconsultant contracts and is separate from this task.

TASK CD-2: 60% DESIGN

Peak Engineering will advance the concept design to the 60% design level. The 60% design includes design plans and a preliminary drainage report.

The geotechnical investigation (see proposal from Ninyo and Moore) will be conducted during development of the 60% design.

For the Rio de Flag crossing, Peak Engineering will show and call out the crossing structure geometry as specified by standard details (e.g. Contech arch or ADOT box culvert). We will show the location and heights of retaining walls and barriers.

The 60% design plans will include call-out text and construction notes but will not be keynoted or fully detailed. For 60% design, we will show horizontal and vertical alignments for the roadway centerline and back of curb. We will prepare plan and profile for water, sewer and stormdrain utilities. We anticipate the following design sheets and index:

- Cover
- General Notes, Legend & Index
- Construction Control (future submittal)
- Details (structural section, typical section, etc)
- Water & Sewer Sheets (standalone for future ADEQ submittal). The sheets will include the following elements:
    - Cover & General Notes
    - Details
    - Utility Index
    - Water Plan and Profile
    - Sewer Plan and Profile – this includes the portion of interceptor to be replaced at the Rio de Flag crossing
    - Valve & Hydrant Locations
    - Manhole Locations
- Street Improvements. The sheets will include the following elements:
    - Plan and Centerline, Back of Curb Profiles
    - Street Lighting and Conduit Locations (per APS's layout)
    - Striping & Signage

  - Construction/Grading Limits
  - Fencing and guardrail
  - Rio de Flag Crossing Structure(s)
  - Franchise utilities (APS, Unisource, communications)
- Stormdrain Plan and Profile Sheets
- Retaining wall Plan and Profile Sheets (adjacent to Rio de Flag crossing)
- SWPPP (future submittal)

Peak Engineering will prepare an engineer's opinion of probable construction cost (EOPCC) based on estimated quantities. We will furnish estimated quantities in an excel spreadsheet for the team's use. We will review the CMAR Contractor's cost model, if available.

Peak Engineering will coordinate with franchise utility companies.

Deliverable: 60% Design Plans, Overall Project Quantities (spreadsheet), EOPCC (PDF & Spreadsheet), Cost Model Review, Preliminary Drainage Report

TASK CD-3: FINAL 1 (90%) DESIGN

Peak Engineering will prepare Final 1 (90%) Design which includes plans, drainage report and special provisions.

For the plans, please refer to Task CD-2 for anticipated plan sheets and index. The sheets listed as future submittals will be developed and included in this task. The Final 1 Plans will be fully developed and detailed for submittal to the City of Flagstaff and ADEQ. We will include cross section sheets showing the relationship between existing and proposed grades at regular intervals along the roadway. The street improvement plans will be construction ready but will be marked "Preliminary, Not for Construction" for City review.

The water and sewer plans will be fully developed and the profiles will show utility crossings. The water and sewer plans will be sealed for submittal to ADEQ.

Peak Engineering will prepare an Engineer's Design Report (EDR) for water and sewer per the requirements of ADEQ. The sewer report will be based on Entellus's work (see attached proposal). Peak Engineering will review the water model based on the water and sewer impact studies for the developments immediately adjacent to the corridor. We will assemble documents for inclusion in the engineer's design report for water. We do not anticipate having to create a water model for the area; it is our understanding that the City has a model that we can reference/include in the EDR.

Peak Engineering will prepare the ADEQ applications for the City's signature. We assume that the City will provide the forms required and make payment for the submittal fee in the ADEQ portal. Peak Engineering will upload documents to the ADEQ portal for the submittal.

Peak Engineering will coordinate with franchise utility companies to show location and trench details.

Peak Engineering will prepare a final drainage report for the stormdrain system in JWP Boulevard. We assume that, given the proximity to the Rio de Flag and ultimate discharge location, Low Impact Development for volume reduction will not be required. We will coordinate with the City's Stormwater division to evaluate water quality and treatment options such as catch basin filters.

Peak Engineering will prepare draft special provisions. The special provisions will reference the City of Flagstaff Engineering Standards & Specifications and MAG Specifications. We assume that the City will prepare the general conditions.

Peak Engineering will provide linework for right of way and easements to Northland Exploration Surveys for preparation of legal descriptions and exhibits.

Peak Engineering will provide construction documents to JE Fuller for preparation of the Conditional Letter of Map Revision.

Peak Engineering will update the EOPCC, provide an updated Overall Project Quantities (spreadsheet) and will review the Contractor's Guaranteed Maximum Price (GMP) documents.

Peak Engineering will prepare a waiver request for deviations from City engineering standards, if applicable.

Documents will not be sealed, with the exception of the ADEQ submittal, and will be marked as Draft, Ready for Construction.

Deliverable: Final 1 Plans, Engineer's Design Report, ADEQ Submittal, Final Drainage Report, Draft Special Provisions, Overall Project Quantities (spreadsheet), EOPCC, Cost Model/GMP Review

TASK CD-4: FINAL 2 (100%) DESIGN

Peak Engineering will address comments and edits in Final 2 Plans for Civil Improvement Plan approval and signatures. If required, Peak Engineering will address comments and resubmit to ADEQ. If required, we will prepare an addendum to the drainage report.

Peak Engineering will finalize the Special Provisions.

Peak Engineering will prepare Final 2 plans for City signature. The City's PM will coordinate signatures and Peak will prepare an electronic version (PDF) of the approved plans.

Documents will be sealed by an AZ registered professional engineer.

Deliverable: Final 2 Plans (PDF), Special Provisions, Drainage Report Addendum

TASK CD-5: CONSTRUCTION PHASE SERVICES

Scope of services for construction phase support may include participation in regular owner-engineer-contractor (OEC) meetings, response to requests for information, review of material submittals, preparation of design revisions (notice of field design changes), field visits to document conditions and general office support. The City of Flagstaff requires preparation of record drawings at project completion as part of the Contractor's responsibilities. We have included a budget amount for this effort and we assume that this effort is progressive during construction and that the CMAR will furnish the information required for inclusion in the record drawings.

Not all tasks listed above may be needed during construction and some tasks may require more effort. The scope of services is not explicit as it is construction phase support for a variety of tasks and response to unknown or new conditions.

This task would be billed hourly. To establish a budget, we have assumed a 52-week duration construction and 4 hours/week for Project Manager and 4 hours/month for Project Principal plus 40 hours for Project Manager and 60 hours for Designer to prepare record drawings.

TASK CD-6: RIO DE FLAG CROSSING OPTIONS/ADDITIONAL EVALUATION

This task is for continued evaluation and crossing analysis for the Rio de Flag drainage crossing. Options considered to date include a bridge, box culverts and arch culverts. Associated work is retaining wall design and the potential for a reclaimed water main alignment depending on the final design.

This task would be billed hourly.

FEE SUMMARY

Current Contract Amount:	**$706,121.21**
This Proposal:	
Construction Documents:	$667,155
Subconsultants:	$303,100
Construction Phase Services:	$73,840
Expenses:	$500
Subtotal:	**$1,044,595**
TOTAL Proposed Contract Amount:	**$1,750,716.21**

Please refer to the attached cost detail spreadsheet for hours and dollars for each task.

SCHEDULE EXTENSION

This request includes a contract time extension through May 31, 2028 for a contract extension of 1,096 calendar days for a new contract period of 3,704 days. Note that the current contract expiration is May 31, 2025.

ASSUMPTIONS & EXCLUSIONS

Roundabout and signalized intersection design is not anticipated or included.

Low Impact Design is limited to water quality implementations/strategies and does not include volumetric reduction such as basins or underground structures.

Design of a bridge over the Rio is not included in this proposal. This would require structural engineering that exceeds the included allowance and additional geotechnical work.

The City will provide the water system model (adjacent WSIAs) for the area for inclusion in the Engineer's Design Report to ADEQ.

Client Name: City of Flagstaff	**Client Information**
Project Name: JWP Roadway, CO#7	*Name:* *David Pedersen, CI PM*
Project Number: 17COF01	*Address:*

Project Budget Summary

Task	Task Description	Principal Engineer		Project Manager		Project Engineer		Designer		Engineering Intern		Technical Drafter		Clerical		Total Hours	Labor Cost per Task
	Hourly Rate:	$240		$215		$195		$150		$100		$100		$90			
		Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars		
1	Task CD-1: Project Management	163.00	$ 39,120	307.00	$ 66,005	-	$ -	107.00	$ 16,050	-	$ -	-	$ -	-	$ -	577.00	$ 121,175
2	Task CD-2: 60% Design	109.00	$ 26,160	341.00	$ 73,315	-	$ -	525.00	$ 78,750	-	$ -	-	$ -	-	$ -	975.00	$ 178,225
3	Task CD-3: Final 1 (90%) Design	110.00	$ 26,400	358.00	$ 76,970	-	$ -	797.00	$ 119,550	-	$ -	-	$ -	-	$ -	1,265.00	$ 222,920
4	Task 4: Final 2 (100%) Design	42.00	$ 10,080	97.00	$ 20,855	-	$ -	162.00	$ 24,300	-	$ -	-	$ -	-	$ -	301.00	$ 55,235
5	Task CD-5: Construction Phase Support	48.00	$ 11,520	248.00	$ 53,320	-	$ -	60.00	$ 9,000	-	$ -	-	$ -	-	$ -	356.00	$ 73,840
6	Task CD-6: Rio de Flag Crossing Options	80.00	$ 19,200	160.00	$ 34,400	-	$ -	240.00	$ 36,000	-	$ -	-	$ -	-	$ -	480.00	$ 89,600
7	Task CD-7:	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
8	Task CD-8:	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
9	Task CD-9:	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
10	Task CD-10:	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -	-	$ -
	LABOR TOTAL:		$ 132,480		$ 324,865		$ -		$ 283,650		$ -				$ -		$ 740,995

Reimbursable Project Expenses

A	Printing & Reprographics	$ 500
B	Mileage	$ -
C	Meals & Lodging	$ -
D	Equipment	$ -
E	Other (Parking)	$ -
F		$ -
G		$ -
	RPE TOTAL:	$ 500

Sub-Consultants

NES (survey)	$ 4,390	10%	$ 4,829	
Entellus	$ 57,513.50	10%	$ 63,265	
BetaPr	$ 29,652	10%	$ 32,617	
Swaback	$ 19,800	10%	$ 21,780	
N&M (Geotech)	$ 39,000	10%	$ 42,900	
Structural	$ 30,000	10%	$ 33,000	(Allowance)
JE Fuller	$ 95,190	10%	$ 104,709	
	SUB-CONSULTANT TOTAL:		$ 303,100	

PROJECT TOTAL:
$ 1,044,595

Thursday, May 22, 2025

Peak Engineering
tom@peakegr.com

Attn: Julie

817 N. Humphreys St.
Flagstaff AZ 86001
928.774.5058
www.NESincAZ.com

Re: JWP Corridor

Please accept this letter as our estimate to provide surveying services for the subject project. The following is an itemized scope of work and fee schedule.

Scope and Fee:

ROW Dedication - Plat Map	$2,080.00
Slope and Drainage Legal and Exhibit descriptions	$1,040.00
Total Field and Office cost:	**$3,120.00**

We will conduct the survey utilizing the Flagstaff Low Distortion coordinate system and NAVD 88 Vertical Datum. We will deliver an ASCII file of the surveyed points, a cad base file and a stamped PDF copy at a scale of 1" = 20' on a 24"x36" sheet.

Respectfully Submitted,

Robert Winter, R.L.S.
President
Northland Exploration Surveys, Inc.

Thursday, May 22, 2025

Peak Engineering
tom@peakegr.com

Attn: Julie

817 N. Humphreys St.
Flagstaff AZ 86001
928.774.5058
www.NESincAZ.com

Re: JWP Corridor

Please accept this letter as our estimate to provide surveying services for the subject project. The following is an itemized scope of work and fee schedule.

Scope and Fee:

Asbuilt power poles and sag	$540.00
Asbuilt Map, cad base	$130.00
Project Control (Previous work completed)	$600.00
Total Field and Office cost:	**$1,270.00**

We will conduct the survey utilizing the Flagstaff Low Distortion coordinate system and NAVD 88 Vertical Datum. We will deliver an ASCII file of the surveyed points, a cad base file and a stamped PDF copy at a scale of 1" = 20' on a 24"x36" sheet.

Respectfully Submitted,

Robert Winter, R.L.S.
President
Northland Exploration Surveys, Inc.

May 28, 2025

Julie Leid, P.E.
Peak Engineering, Inc.
110 N. Agassiz Street
Flagstaff, AZ 86001

RE: JWP Sewer Study Update
Entellus Project No. 100.144A

Dear Mrs. Leid:

We have developed the following work summary and fee proposal for Engineering Services for the JWP Sewer Study Update, based on our meeting on May 21st, 2025.

Entellus™

3033 N. 44th Street
Suite 250
Phoenix, Arizona
85018

Tel: 602.244.2566
Fax: 602.244.8947
Web: www.entellus.com

Background:
The 2,002-acre John Wesley Powell (JWP) Specific Area has been a developing area in Flagstaff for many years. In 2019, Entellus completed a sewer master study for Peak Engineering and the City of Flagstaff that investigated the sewer capacity and routing for the existing and planned developments in the study area. Since this report was prepared, planning and development changes have occurred, requiring a new analysis of the area to ensure sewer capacity. Under this proposal, Entellus will perform the following work tasks.

Summary of Work:
Entellus will provide the following services in support of this work:

1	**Project Management & Coordination**
1.1	Project Management & Consultant Coordination
1.2	Meetings (3 Virtual)
2	**JWP Sewer Analysis Update**
2.1	Review Revised Planning Documents and Data
2.2	Revise Demands for Planning Area
2.3	Revise Sewer Catchment Routing Scheme
2.4	Hydraulic Capacity Analysis
2.5	Prepare Sewer Report
3	**ALLOWANCES**
3.1	Sewer Design/Engineering Assistance (T&M)
3.2	Reimbursables
3.3	Bentley SewerCAD Licensing Allowance

The attached Fee Proposal provides a breakdown and hours assumed for this work.

Assumptions/Exclusions:

1. Existing TOPO files will be provided by others and will be utilized to establish the Base Mapping needed to complete this study. No survey or mapping is included in this summary but can be provided for an additional fee.
2. Sewer Analysis will include a trunkline sewer concept only and will not include additional ancillary collection sewers.
3. Entellus shall submit Draft Reports and deliverables to Peak Engineering for review and comment and submittal to the City. It is assumed that one (1) round of review comments will be received and addressed prior to issuing the final report.
4. Entellus has assumed three (3) virtual meetings will be required throughout this phase of the project. No in-person meetings are included in this proposal.
5. Entellus will be reimbursed by Peak Engineering for any project related printing, delivery, mileage or incidental costs directly, up to the allowance amount identified below. All deliverables will be electronic or pdf.
6. No Review fees or permitting fees have been included in this proposal.
7. Entellus will be provided any water or sewer modeling input files in electronic format (SewerCAD) that are needed to complete these tasks. This includes the current Flagstaff Sewer Model in Sewer CAD format.
8. It is anticipated that the zoning and land use mapping shall be provided to Entellus for this study.
9. Entellus can provide the final Proposed JWP Sewer Model in electronic SewerCAD format to the City upon request for the listed additional license fee required by Bentley Software. If an electronic deliverable is not required by the City, all hydraulic calculations will be provided in Excel Format.

Entellus™

3033 N. 44th Street
Suite 250
Phoenix, Arizona
85018

Tel: 602.244.2566
Fax: 602.244.8947
Web: www.entellus.com

Fee:
Entellus will provide the above base services for the **LUMP SUM FEE** of Forty-three Thousand Two-hundred and Thirteen Dollars and Fifty Cents ($43,213.50) plus additional services and a reimbursable allowance of Fourteen-Thousand Three-Hundred Dollars ($14,300), for a **Total Contract Amount** of Fifty-seven Thousand Five-Hundred and Thirteen Dollars and Fifty Cents (**$57,513.50**).

Thank you for your time and consideration for this request. Should you have any questions or require additional information, please do not hesitate to contact me at (602) 889-4457 or by email at mweeden@entellus.com.

Sincerely,

Martin Weeden, P.E.
Entellus, Inc.
Principal Project Manager

EXHIBIT B
PROJECT FEE PROPOSAL

ENTELLUS, INC.
May 28, 2025
Entellus Project No. 100.144A

Peak Engineering, Inc.
JWP Sewer Study Update

		PROJ.	PROJ.	EIT	CADD/GIS	ADMIN	TOTAL	DIRECT	OVERHEAD @	PROFIT @	TOTAL FEE
	WORK ITEM	PRIN.	MGR./ENGR.		TECH.		HOURS	LABOR	1.5	10%	BY TASK
#	DESCRIPTION	$105.00	$94.00	$44.00	$42.00	$35.00					
1	**Project Management & Coordination**	**5**	**17**	**11**		**2**	**35**	**$2,677.00**	**$4,015.50**	**$669.25**	**$7,361.75**
1.1	Project Management & Consultant Coordination	2	12	8		2	24	$1,760.00	$2,640.00	$440.00	$4,840.00
1.2	Meetings (3 Virtual)	3	5	3			11	$917.00	$1,375.50	$229.25	$2,521.75
2	**JWP Sewer Analysis Update**	**15**	**64**	**84**	**40**	**2**	**205**	**$13,037.00**	**$19,555.50**	**$3,259.25**	**$35,851.75**
2.1	Review Revised Planning Documents and Data	6	20	8			34	$2,862.00	$4,293.00	$715.50	$7,870.50
2.2	Revise Demands for Planning Area	2	6	10			18	$1,214.00	$1,821.00	$303.50	$3,338.50
2.3	Revise Sewer Catchment Routing Scheme	2	16	20	24		62	$3,602.00	$5,403.00	$900.50	$9,905.50
2.4	Hydraulic Capacity Analysis	1	6	10			17	$1,109.00	$1,663.50	$277.25	$3,049.75
2.5	Prepare Sewer Report	4	16	36	16	2	74	$4,250.00	$6,375.00	$1,062.50	$11,687.50
	TOTAL STAFF HOURS BASIC DESIGN SERVICES	**20**	**81**	**95**	**40**	**4**	**240**	**$15,714.00**	**$23,571.00**	**$669.25**	**$43,213.50**

TOTAL DIRECT LABOR	**$15,714.00**
Overhead (1.5 x Direct Labor)	**$23,571.00**
Profit @ 10%	**$3,928.50**
SUBTOTAL BASIC DESIGN SERVICES	**$43,213.50**

3	**ALLOWANCES**	
3.1	**Sewer Design/Engineering Assistance (T&M)**	$12,000.00
3.2	**Reimbursables**	$300.00
3.3	**Bentley SewerCAD Licensing Allowance**	$2,000.00
	SUBTOTAL ALLOWANCES	**$14,300.00**

TOTAL PROJECT COST **$57,513.50**

May 16, 2025

Julie Leid, P.E.
Peak Engineering, Inc.
201 E. Birch Ave., #3
Flagstaff, AZ 86001

Re: JW Powell Extension Project: Design Phase – Scope of Work and Estimate for Public Involvement Services

Ms. Leid,

Beta Public Relations (BetaPr) respectfully submits this scope and estimated fee for Public Involvement Services for the design phase of the JW Powell Extension Project. These services include informing the community about the project, educating stakeholders on project details, hosting community meetings and compiling public comments.

Assuming a 6-month schedule, we have developed a comprehensive approach to public involvement for the surrounding community. Outlined below are the tasks associated with the project and estimated costs. If necessary, we can adjust our estimate to accommodate any changes to the scope of work.

Project Scope	Estimated Cost
Task 1 – Project Fliers Design and Production BetaPr will design and produce four (4) project fliers for distribution. Fliers will be designed to introduce the project, showcase maps of the design areas, highlight the project website, invite stakeholders to the community meetings and inform them on how to stay connected throughout the project.	$3,500.00
Task 2 – Project Flier Mailing The project fliers will be bulk mailed to fully saturate areas in and around the project work zone four (4) times. In addition to this distribution, fliers will be mailed directly to property owners in the area using addresses provided by Peak Engineering (Peak) and City of Flagstaff (City) staff.	$500.00

Task 3 – Facilitate Community Meetings BetaPr will facilitate four (4) community meetings for the project. The meetings will be held as the design of the project progresses to keep stakeholders up-to-date on the status and solicit feedback to help shape design. Facilitation includes acquiring a venue (if needed), designing and producing meeting materials and displays, assisting with presentations, and meeting set-up and take-down. After each meeting is complete, a public meeting summary will be provided to the team compiling all comments and input received at the meeting.	$8,000.00
Task 4 – Project Meetings and Public Relations Updates To coordinate the public involvement effort, plan community meetings and discuss any stakeholder question or concerns, BetaPr will attend project meetings and provide Public Relations Updates.	$2,500.00
Task 5 – Press Releases and Social Media Support BetaPr will develop press releases and generate copy for social media updates prior to each community meeting, with follow-up releases generated as design progresses to highlight milestones and status. Press releases and updates will be provided to the City's Public Information Officer to disseminate all media releases through internal City channels, and BetaPr will work to leverage their existing media contacts to provide additional coverage.	$1,200.00
Task 6 – Domain Acquisition and Project Website Creation BetaPr will acquire a user-friendly, project-specific web domain and create a project website. The website will be treated as the main hub for project details, and will be populated with project-specific information, FAQ's, and additional resources to help stakeholders understand the project and how they can stay connected as it develops. The website will be hosted on the City's new *Social Pinpoint* platform, and BetaPr will coordinate the creation and maintenance of the webpage with City staff.	$2,000.00
Task 7 – Project Email Address Creation and Maintenance BetaPr will create and maintain a project-specific email address. The email address will be used for sending eNewsletters and other project information to stakeholders. Emails will be monitored by BetaPr staff during the course of the project. All issues, questions or concerns will be directed to the project team for response if necessary.	$1,500.00
Task 8 – Public Comments Log A Public Comments Log documenting all project-specific emails received and the nature of those inquiries will be logged and provided to the team at each project meeting.	$800.00

Task 9 – eNewsletter Releases and Database Development The main vehicle for disseminating project information will be the eNewsletter (eNews). eNews will be distributed electronically to interested stakeholders prior to each community meeting and to provide project status updates. Distribution will include a database generated from previous meeting sign-in sheets, contact information received from City and Peak staff, project-specific emails received, and requests received via stakeholder outreach. The project database will be updated to include any new interested party contacts for future eNews communications throughout the project.	$3,000.00
Task 10 – Graphic Design Services BetaPr will design various graphic resources for this project, such as maps, FAQ's and educational pieces, as well as anything else requested from Peak or City staff.	$2,000.00
Total Estimated Labor Expenses	**$25,000.00**

Direct Expenses	Estimated Cost
Project Notification Fliers Printing – 5,000 pieces* x $0.50 per piece ** Includes mailings and supplying copies to project team. Fliers will be produced double-sided on cardstock at approximately 5.5" x 9.25.*	$2,500.00
Bulk mail postage – 3,600 pieces* x $0.28 per piece (900 per mailing) ** Based on current USPS data to fully saturate the project corridor and surrounding area four times, totaling 780 residents and 120 business addresses.*	$1,008.00
Direct mail postage – 800 pieces* x $0.73 per piece (200 per mailing) ** Includes addresses generated from Peak and City staff.*	$584.00
Digital Marketing Suite* – $80.00 per month x 7 months ** Digital Marketing Suite includes domain, project email address and eNews service.*	$560.00
Total Estimated Direct Expenses	**$4,652.00**

Total Estimated Project Cost $29,652.00

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Peak Engineering Inc. to provide effective public involvement support for this project.

Sincerely,

Conner Cassens
Vice President/Sr. Project Manager
BetaPr

JE FULLER
define•communicate•solve

June 3, 2025

Julie Lead, PE
Peak Engineering, Inc.
201 E. Birch Avenue, Suite 3
Flagstaff, AZ 86001

Scope of Work and Fee Proposal for JW Powell at Rio de Flag Floodplain Modeling and FEMA Assistance

Julie

Thank you for requesting this proposal for professional services in conjunction with the proposed JW Powell bridge crossing of the Rio de Flag. It is our understanding that Peak Engineering, Inc. (Peak) will be the prime consultant and will contract with the City of Flagstaff for this project to provide civil engineering design services. JE Fuller/Hydrology & Geomorphology, Inc. (JEF) will serve as a subconsultant to Peak, with our role focusing on floodplain impacts related to the encroachment of the road on the Rio de Flag.

The attached scope and fee outline the services we believe are necessary for our role. We have included budget for the eventual Letter of Map Revision (LOMR); however, it should be understood that the scope and fee for that work may need to be renegotiated if the project construction is prolonged and/or if the project is not constructed as documented in the Conditional Letter of Map Revision (CLOMR).

Work performed will include the tasks defined in Exhibit A and will be performed under the Professional Services Agreement (Exhibit B). Our work will be done under a time and materials structure with a not-to-exceed fee of $95,190.00 (ninety-five thousand one hundred ninety dollars) per the Project Fee Estimate (Exhibit C).

Once again, thank you for providing JE Fuller the opportunity to be a member of your team. If you have questions or concerns about any part of this proposal, please contact me at (520) 481-6151.

Sincerely,

JE Fuller/Hydrology & Geomorphology, Inc.



Ian P. Sharp, P.E., Vice President/Project Manager

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Professional Services Agreement
- Exhibit C – Staff Billing Rates and Project Fee Estimate

Exhibit A – Scope of Services

Task 1: Data Collection and Review

JE Fuller will coordinate with the City and Peak Engineering to obtain digital files pertaining to the proposed bridge. These files should include PDF plots of the plans, preferably at a 30% or better level, and digital files in a State Plane coordinate system. Elevations should be on NAVD 88.

Task 2: Existing Conditions Floodplain/Corrected Effective Model

JE Fuller has a preliminary existing conditions model for the Rio de Flag at JW Powell (JWP). JE Fuller will finalize this model and will use it as the "Corrected Effective" model to present to FEMA changes that have occurred to the floodplain since the effective model was developed. The purpose of this model is to provide a more accurate representation of the existing conditions from which to develop the proposed condition model.

Task 3: Design Review and Coordination

JE Fuller will provide design review and coordination for Peak Engineering as they develop their plans for the JWP crossing of the Rio de Flag. Our role will be limited to reviewing road and bridge designs as they relate to the Rio de Flag floodplain. It is understood that the final bridge arrangement has not yet been determined, and that iterative design will occur. JE Fuller will provide hydraulic models that update the Corrected Effective model with the proposed bridge alternative(s) being modeled and will summarize results to the team. It is anticipated that up to five (5) alternatives will be modeled. Additional work beyond this may require a change order.

Task 4: Prepare With-project Floodplain Model

Once Peak finalizes their preliminary design, the Corrected Effective model will be updated to reflect the proposed bridge and limited channel grading around the bridge. The work performed in this task will include an analysis of how the bridge affects the floodway and floodplain.

Task 5: CLOMR Application

JE Fuller will prepare a Conditional Letter of Map Revision (CLOMR) application consisting of a Technical Support Data Notebook (TSDN) of the floodplain study along with applicable FEMA MT-2 forms, hydraulic modeling, Special Flood Hazard Area delineation, and Topographic Workmap. This task includes the following elements:

1. A TSDN will be prepared that follows FEMA and ADWR formatting standards. The TSDN will include supporting documentation, exhibits, required MT-2 forms, and digital files.
    a. The Corrected Effective and With-project Floodplain models will be included in the submittal to FEMA.
    b. Proposed revisions to the Special Flood Hazard Areas (FEMA flood zones) will be made based upon our interpretation of the project's impact upon the floodplain.
2. JE Fuller will access biological online resources such as the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) tool and the

Arizona Game and Fish Department (AGFD) online review tool (among other sources) to obtain species lists for the subject parcel. Based on this information, JE Fuller will prepare a letter report identifying any species with potential habitat within the project area along with potential impacts (if any); no effects to any federally listed species are anticipated for this parcel. The letter report will provide sufficient proof of ESA compliance with a "no effect" statement for submittal with the MT-2 forms to FEMA for the CLOMR.

3. The completed TSDN will be submitted to the City for review and approval. Technical comments from the City will be addressed.
4. Following review, approval, and concurrence by the City, the TSDN will be submitted to FEMA. Technical comments from FEMA will be addressed. Please note: FEMA review fees will be incurred and passed through as direct expenses.
5. It should be understood by the design team and the City that this project encroaches upon an existing floodway and is very likely to alter the extent and water surface elevations. FEMA has protocols for this and will require that the design team present alternatives to the design and justification supporting why the encroachment is necessary. Furthermore, FEMA will require notification of affected property owners and a statement from the applicant (JE Fuller) that no insurable structures are impacted (if that is found to be the case). JE Fuller will coordinate these activities.

Task 6: Scour Analyses

JE Fuller will provide scour analyses for the Rio de Flag at the JWP crossing. Scour analyses will include design scour calculations for the Rio de Flag, including analyses for general scour, local scour, and bridge related scour components following City of Flagstaff design methodology.

Task 7: Meetings, Correspondence, and Project Administration

JE Fuller will conduct project review meetings via teleconference, at Peak's office, and/or at the City's office to discuss the project progress. It is assumed that biweekly meetings will occur over the 52 week long project. The budget includes time for 26 meetings.

Task 8: LOMR Application

After the project is constructed, and assuming it is built reasonably close to the plans submitted with the CLOMR, JE Fuller will prepare a Letter of Map Revision (LOMR) application consisting of a TSDN along with applicable FEMA MT-2 forms, hydraulic modeling, Topographic Workmap, and as-built plans provided by others. This task includes:

1. LOMR TSDN that is based upon and updates the CLOMR TSDN.
2. Coordination with the City for their review and concurrence.
3. Updates to the CLOMR with-project model to reflect as-built conditions.
4. Revisions to the Special Flood Hazard Areas.
5. Coordination with FEMA. Please note: FEMA review fees will be incurred and passed through as direct expenses.

This work will require that Peak, the City, or another third party provide as-built plans of the project impacting the floodplain.

Table 1. Staff Billing Rates

Staff Description		Billing Rate ($/Hour)
SE IV	Senior Engineer IV	$ 200
SE III	Senior Engineer III	$ 185
EIT	Engineer in Training	$ 130
EP IV	Environmental planner IV	$ 150
INT	Intern	$ 85

Table 2. Estimated Fee by Task

		JEF Estimated Man-Hours						
		SE IV	SE III	EIT	EP IV	INT	Total	Labor
Task		$ 200	$ 185	$ 130	$ 150	$ 85	Man-Hrs	Cost
1	Data Collection and Review	2		2			4	$ 660.00
2	Existing Cond./Corrected Effective Floodplain Model	4		4			8	$ 1,320.00
3	Design Review and Coordination	50		40				$ 15,200.00
4	Prepare With-Project Floodplain Model	4		4			8	$ 1,320.00
5.1	CLOMR TSDN, mapping	45	5	10			60	$ 11,225.00
5.2	CLOMR ESA compliance				12		12	$ 1,800.00
5.3	CLOMR City Review	6		4			10	$ 1,720.00
5.4	CLOMR FEMA Review	25		10			35	$ 6,300.00
5	Scour Analyses	25					25	$ 5,000.00
7	Meetings Correspondence and Project Admin.	100					100	$ 20,000.00
8.1	LOMR TSDN, mapping, model update	20		8			28	$ 5,040.00
8.2	LOMR City Review	3		3			6	$ 990.00
8.3	LOMR FEMA Review	20		8			28	$ 5,040.00
	Total Hours	**304**	**5**	**93**	**12**	**-**	**324**	
						Subtotal 1: Total JE Fuller Labor Fee		**$ 75,615.00**

Direct Expense Description	Direct Cost
Exhibits and TSDN printing cost (if printed)	$ 500.00
FEMA CLOMR review fee estimate, see https://www.fema.gov/flood-maps/change-your-flood-zone/status/flood-map-related-fees	$ 6,500.00
Mileage billed at $0.67 per mile	$ 30.00
FEMA LOMR review fee estimate, see https://www.fema.gov/flood-maps/change-your-flood-zone/status/flood-map-related-fees	$ 8,000.00
Subtotal 2: Direct Expenses	**$ 15,030.00**

Contingency Budget (5%)	**$ 4,540.00**
Total Cost:	**$ 95,190.00**

May 23, 2025
Proposal No. 12PCT02-00718

Ms. Julie Leid, PE
Peak Engineering
201 East Birch Avenue, Suite 3
Flagstaff, Arizona 86001

Subject: Proposal to Provide Geotechnical Engineering Services
City of Flagstaff
JW Powell Boulevard Extension
Station 200+00 to 246+00
Flagstaff, Arizona

Dear Ms. Leid:

Ninyo & Moore, A SOCOTEC Company (Ninyo & Moore) is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office and our subsequent conversation. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this phase of work.

SITE/PROJECT DESCRIPTION

The project includes the design and construction of the JW Powell Boulevard Extension project from Station 200+00 to 246+00 within the City of Flagstaff, Arizona; a distance of about 4,620 linear feet. This project will call for new pavement, underground utilities, and retaining walls; as well as draining features, like box culverts. Some site grading (+/- 15 feet vertically) will be needed to support the new roadway. The new underground utilities are assumed to be situated within or near the above-mentioned roadway improvement alignments and will extend 15 or less feet deep.

SCOPE OF SERVICES

The geotechnical scope of services we will perform for the phase of the project are summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Obtain City of Flagstaff permission to conduct the field work.
- Conduct a field trip to the site for geologic reconnaissance.

- Conduct a site visit to select and mark out the proposed boring locations.
- Contact Arizona 811 to evaluate utility locations at our boring locations prior to drilling.
- Perform a geotechnical exploration, which will include the excavating of up to 10 soil borings extended up to 25 feet below the ground surface. These borings will be advanced with a two- or four-wheel drive truck mounted drill rig using hollow-stem augers.
- Collect soil samples in the borings for laboratory testing and analysis. The boreholes will be backfilled with soil spoils. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.
- Perform up to five seismic refraction surveys at key locations where bedrock may be encountered during construction.
- Perform laboratory testing that will evaluate the on-site soil's index, strength and chemical characteristics.
- Prepare a geotechnical report to include the logs of the exploratory boring and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:
    - Site vicinity map and boring plan map;
    - Description of work scope, laboratory, and field procedures;
    - Encountered subsurface soil and groundwater conditions;
    - Geologic hazards;
    - Excavation characteristics of on-site soil and bedrock;
    - Earthwork factors;
    - Safe side slope stability of on-site soil and bedrock;
    - Vertical shoring;
    - Potential for re-use of on-site soils and bedrock;
    - Bedding;
    - Backfilling;
    - Subgrade preparation measures;
    - Recommendations for special soil conditions such as expansive, collapsible, or highly compressible soils;
    - Roadway pavement design;
    - Soil bearing for structural components: retaining walls and possibly arch structures;

- Box culvert foundation support;
- Recommendations relative to site drainage; and
- Discussion of soil corrosivity to steel and concrete.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- No traffic control services will be needed.
- Right of entry will be provided by others and site access will be granted.
- If auger refusal is encountered, we will terminate the drilling and notify your office.
- Some ground disturbance should be expected as a result of our field work.

SCHEDULE

The fieldwork should be finished within about four to six weeks after we receive right of entry permission. The field work will take about two weeks to finish. We anticipate issuing our report within about 10 weeks from the date we receive we finish the field work. Preliminary recommendations can be provided about two weeks after the field work is done.

FEE

We propose to perform the above tasks for a lump sum fee of $39,000 (Thirty-Nine Thousand Dollars). Any additional services, not included in the aforementioned scope, will be charged on a time-and-materials basis in accordance with our current Schedule of Fees. To authorize our services, please sign and return the attached Work Authorization and Agreement.

We look forward to working with you.

Respectfully submitted,
NINYO & MOORE

Steven D. Nowaczyk, PE
Managing Principal Engineer

SDN/tlp

Attachment: Work Authorization and Agreement

SWABACK pllc
Architects + Planners

LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL
JWP Extension Right of Way
Landscape Design Services

5.23.2025

Julie Lied
Peak Engineering
110 N. Agassiz Street
Flagstaff, AZ 86001
Via email transmittal: julie@peakegr.com

Re: JWP Extension Right of Way
Landscape Architectural Services for Roadway Improvements

Dear Julie:

We are pleased to submit this proposal for landscape architectural services for the JWP Extension Right of Way project. Our understanding is that this project involves the design of landscape improvements for approximately one (1) linear mile of roadway improvement, encompassing both sides of the roadway, median areas, and interim construction conditions as required. We will coordinate our landscape design services to support your civil engineering plans through all phases of design development.

A. OVERVIEW

This process will primarily be focused on native planting design and landscape architectural plans that conform to city standards and integrate seamlessly with the civil engineering plans. Our approach will ensure all landscape elements support the overall roadway improvement goals while providing appropriate plant materials suitable for the local climate and maintenance requirements. We will work closely with your team to coordinate our submittals at 30%, 60%, 90%, and 100% construction document phases.

B. SCOPE OF WORK AND FEES

The following scope of services is organized around key tasks to ensure our time together is focused on an efficient and effective process. Our work with you and the team will begin with broad landscape concepts and gradually move toward detailed construction documentation. We will collaborate with you to establish the critical timeline, overall schedule, and specific deadlines.

Task One: Project Initiation and Site Analysis
We will conduct a comprehensive review of existing conditions, civil engineering plans, and applicable city standards. This task includes site reconnaissance, establishment of design criteria, and coordination protocols with the civil engineering team.

1. **Site Analysis and Base Plan Review**
   Review of existing topographic surveys, civil engineering plans, and utility locations to establish landscape design parameters.
2. **City Standards Review**
   Analysis of applicable municipal landscape standards, plant material requirements, and installation specifications.

Deliverables for Task One:

- 1a. Site analysis summary
- 1b. Design criteria establishment
- 1c. Project coordination protocols
- 1d. Preliminary plant palette review

Task Two: Construction Document Development (30%, 60%, 90%, and 100% Submittals)

We will develop landscape architectural plans and specifications through all phases of design progress, coordinating submittals with the civil engineering team at 30%, 60%, 90%, and 100% completion stages. Each phase will build upon the previous submittal with increasing levels of detail and refinement.

1. **30% Construction Documents**
   Development of preliminary landscape plans showing proposed planting areas, general plant locations, and basic specifications coordinated with the 30% civil engineering plans.
2. **60% Construction Documents**
   Refinement of landscape design with detailed plant locations, sizing, and enhanced specifications. Coordination with updated civil engineering plans and resolution of any conflicts.
3. **90% Construction Documents**
   Near-final landscape plans with complete plant specifications, installation details, maintenance requirements, and interim construction condition plans. Final coordination with civil engineering plans.
4. **100% Construction Documents**
   Final construction documents ready for bidding and construction. Complete coordination with final civil engineering plans and resolution of all outstanding issues.

Deliverables for Task Two:

- 2a. 30% landscape architectural plans and preliminary plant schedule

7550 East McDonald Drive • Scottsdale, Arizona 85250 • Telephone 480.367.2100
info@swabackpartners.com • www.swabackpartners.com

- 2b. 60% landscape architectural plans with detailed specifications and planting details
- 2c. 90% landscape architectural plans with complete specifications and interim construction plans
- 2d. 100% final landscape architectural plans and bid-ready documentation
- 2e. Coordination drawings at each phase
- 2f. Progressive design narratives documenting changes between phases

Task Three: Construction Administration Support

Support during the construction phase including review of submittals, response to RFIs, and site observation as needed.

Deliverables for Task Three:

- 3a. Submittal reviews
- 3b. RFI responses
- 3c. Site observation (as needed)

Services Specifically Excluded:

The following services are specifically excluded from this proposal:

- Irrigation system design and drawings
- Hardscape design (walls, walkways, site furniture, etc.)
- Grading and drainage design
- Electrical and lighting design
- Survey services

Total Fee Budget Estimate: $19,800

7550 East McDonald Drive • Scottsdale, Arizona 85250 • Telephone 480.367.2100
info@swabackpartners.com • www.swabackpartners.com

C. DETAILED CONSIDERATIONS

The services included herein may be terminated by you at any time for any reason, as long as SWABACK has been paid for all services rendered to the date of termination. Likewise, SWABACK may terminate this agreement for any reason and provide the Owner a Letter of Notice, 30 days prior to separation.

The Terms and Conditions herein are part of an agreement for design services between SWABACK and the Owner/Client. The Scope of Work contained herein is limited to the description of services provided. SWABACK is not responsible for any technical information, detailed design or material specification associated with construction and implementation other than that related to this specific scope of services.

SWABACK has provided no environmental investigations on this site/project, has no knowledge of any adverse environmental conditions on the site/project, and is not responsible for and has no liability for any such environmental condition should one be found. It is the responsibility of the Client to investigate and make these environmental determinations.

SWABACK has no knowledge of legal matters associated with the property and assumes Client will provide pertinent information associated with ownership, zoning, survey, and title information. It is assumed that the Client grants SWABACK permission onto the property unless discussed in advanced to the contrary.

SWABACK has no authority over local jurisdictions and associated codes, ordinances, and standards. If requested as part of the scope of services, SWABACK will work with the Client to assist in the process of attempting to secure applicable approvals. Such desired entitlements and associated jurisdictional approvals cannot be “guaranteed” due to the unknown nature of such requests.

It is understood that parties hereto will neither assign, sublet, nor transfer any interest herein and, further, that each party binds himself and his partners, successors, executors, administrators, and assigns to the other party in all covenants hereto.

By signing this Agreement, Client’s representative affirms he or she has the legal right, power and authority to enter into this Agreement and direct SWABACK to study the property/project, prepare plans for the project and entire the project subject site.

Client agrees to release SWABACK of any and all liability related to design, engineering, and product specification, and indemnify SWABACK for injuries, damages, or costs resulting from performance of designs or specifications or their specific execution.

Fees and all other charges will be billed monthly as the work progresses as a percentage of completion unless otherwise noted. The amount of each billing will be due and payable thirty (30) days after the date of such billing. Any portion of a billing not paid thirty (30) days of the billing date will be considered delinquent and will bear an interest charge of one and one-half (1-1/2) percent per month (annual percentage rate 18 percent) on the unpaid balance.

7550 East McDonald Drive • Scottsdale, Arizona 85250 • Telephone 480.367.2100
info@swabackpartners.com • www.swabackpartners.com

SWABACK
2025 PROFESSIONAL SERVICES FEES

Partners		$350.00 / hour
Design Partners		$250.00 / hour
Associate		$190.00 / hour
Architectural and Planning Staff	Project Manager	$200.00 / hour
	Senior Planner	$175.00 / hour
	Senior Designer / Planner	$165.00 / hour
Support Staff	Graphics / Marketing	$130.00 / hour

Reimbursable Costs
All normal reimbursable expenses, including plotting, printing, reproductions, perspective renderings, mounting, delivery, long distance phone calls, travel expenses in business class and other consultant services that would be run thru our agreement. Cost Plus 15%

Mileage Reimbursement (per current IRS Schedule) $0.670 / mile
Any request for 3-D fly-through videos would be extra

SWABACK reserves the right to adjust these rates on an annual basis upon providing written notice to Client. Fees for Construction Document submittals through Construction Observation shall be refined based on a yet to be determined phasing strategy for development. Travel time will be billed in addition to the costs identified. Time travel will be dedicated to working on your project only.
Reimbursable costs will not exceed **$2,000.00**

D. SUMMARY

We want to express our enthusiasm for the opportunity to work together with Peak Engineering on this important roadway improvement project. We will give this opportunity our creative and technical best, ensuring that all landscape elements integrate seamlessly with your civil engineering plans and meet all applicable city standards. Please call me if you have any questions about the proposed approach or process. If the agreement is acceptable to you, please sign this letter and return an electronic copy. Our team looks forward to this project and is eager to begin.

Respectfully submitted,

Chris McKibben PLA, ASLA
Design Partner | Swaback

Approved by: _____ Date: _____
Julie Lied, Peak Engineering

7550 East McDonald Drive • Scottsdale, Arizona 85250 • Telephone 480.367.2100
info@swabackpartners.com • www.swabackpartners.com



J.W. Powell Blvd
Engineering Design

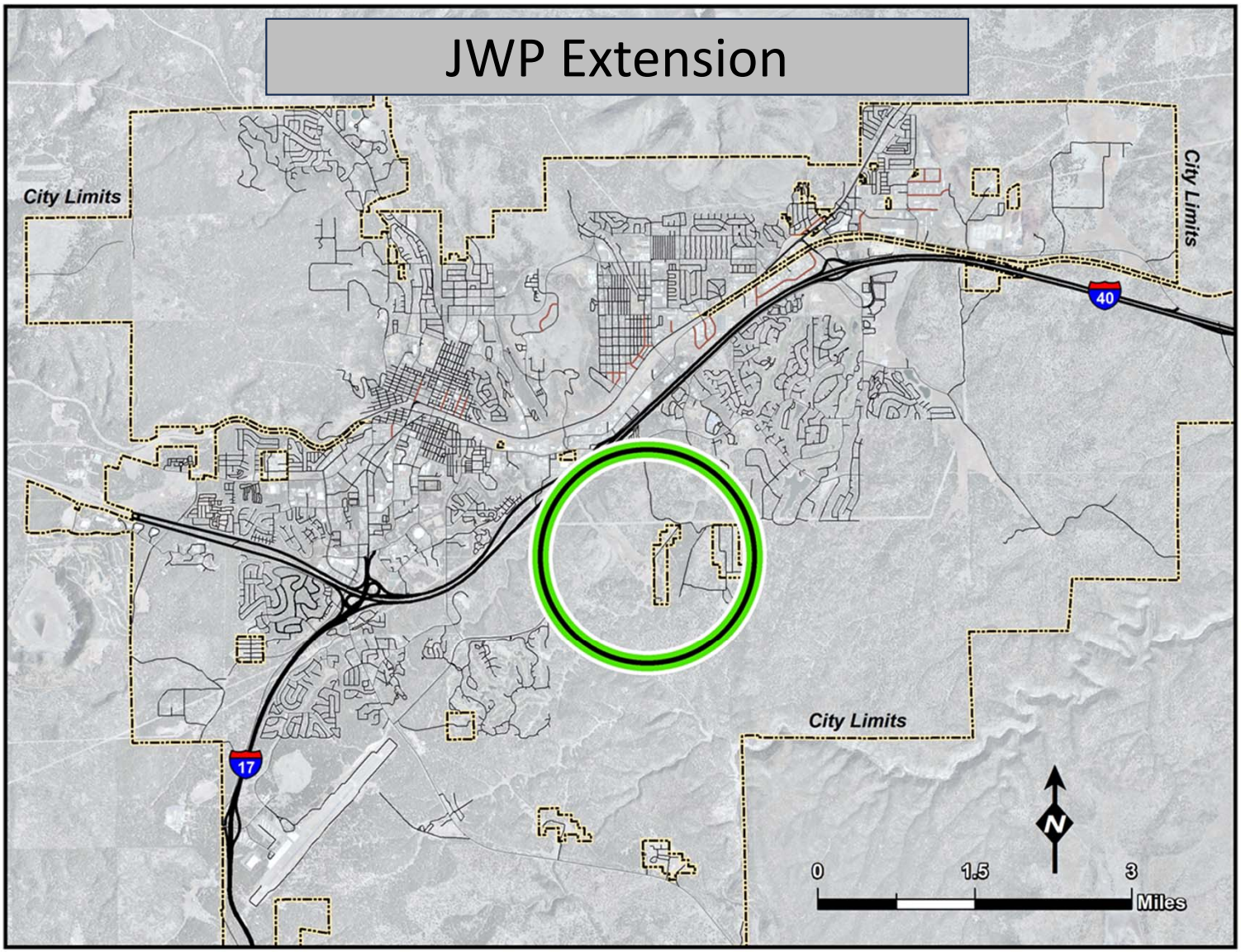
Change Order 7

1 July 2025

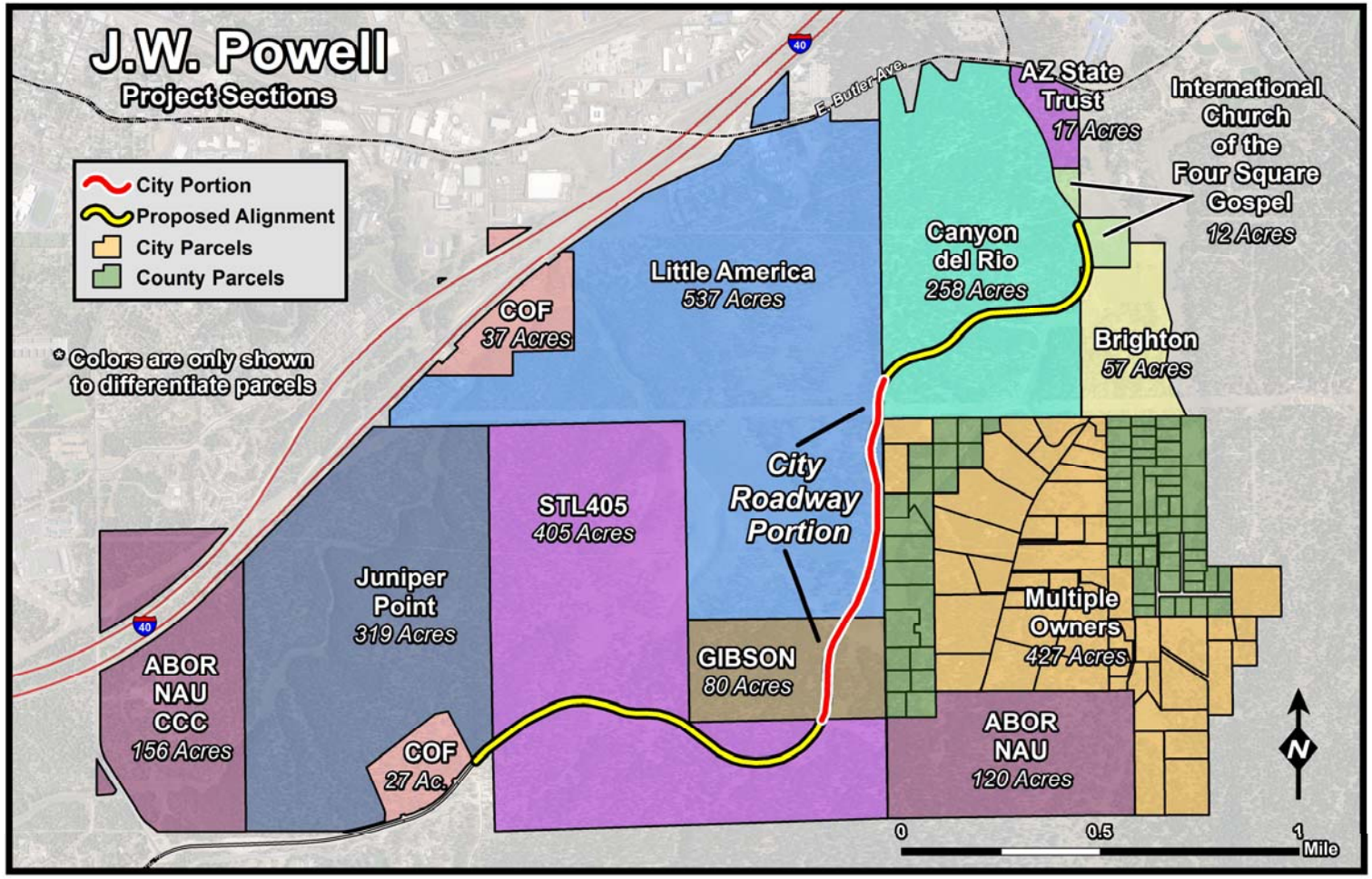
CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882 ·

Peak ENGINEERING, INC.


JWP Extension
City Limits
City Limits
City Limits
40
17
N
0
1.5
3
Miles

Key Stakeholders



JWP Engineering Design

- **Project Team:**
  - Consultant –
    - Peak Engineering – *Engineering Design*

      Subconsultants
      - Swaback – *Architecture & Planning*
      - Northland Exploration Surveys – *Survey Services*
      - Entellus – *Sewer Study Plan Update*
      - BetaPR – *Public Relations*
      - JE Fuller – *Floodplain Impacts (Rio de Flag)*
      - Ninyo & Moore – *Geotechnical Engineering*
      - Swaback – *Landscape Architecture*

Previous Change Orders

- **Change Order 1** – 20 NOVEMBER 2018
  - *Alternative Alignment Study with Options Known at that Time*
  - *Additional 96 Calendar Days and $12,925.00*
- **Change Order 2** – 24 JUNE 2020
  - *Addition of 262 Calendar Days with No Cost Increases to Allow for Further Discussions and Scoping*
- **Change Order 3** – 23 OCTOBER 2020
  - *Expanded Scope for More Extensive Public Involvement with Current Residents along the South Fourth Street Corridor*
  - *Addition of 30 Calendar Days and $41,401.25*

Previous Change Orders

- **Change Order 4** – 30 SEPTEMBER 2021
  - *Conceptual design work; roadway, utilities, resource protection*
  - *Additional 540 Calendar Days and $115,353.34*
- **Change Order 5** – 16 MARCH 2023
  - *Additional funding to complete Specific Plan*
  - *Additional 365 Calendar Days and $220,142.62*
- **Change Order 6** – 23 MAY 2024
  - *Additional time to complete Specific Plan with new alignment*
  - *Additional 365 Calendar Days and $0*

Change Order 7

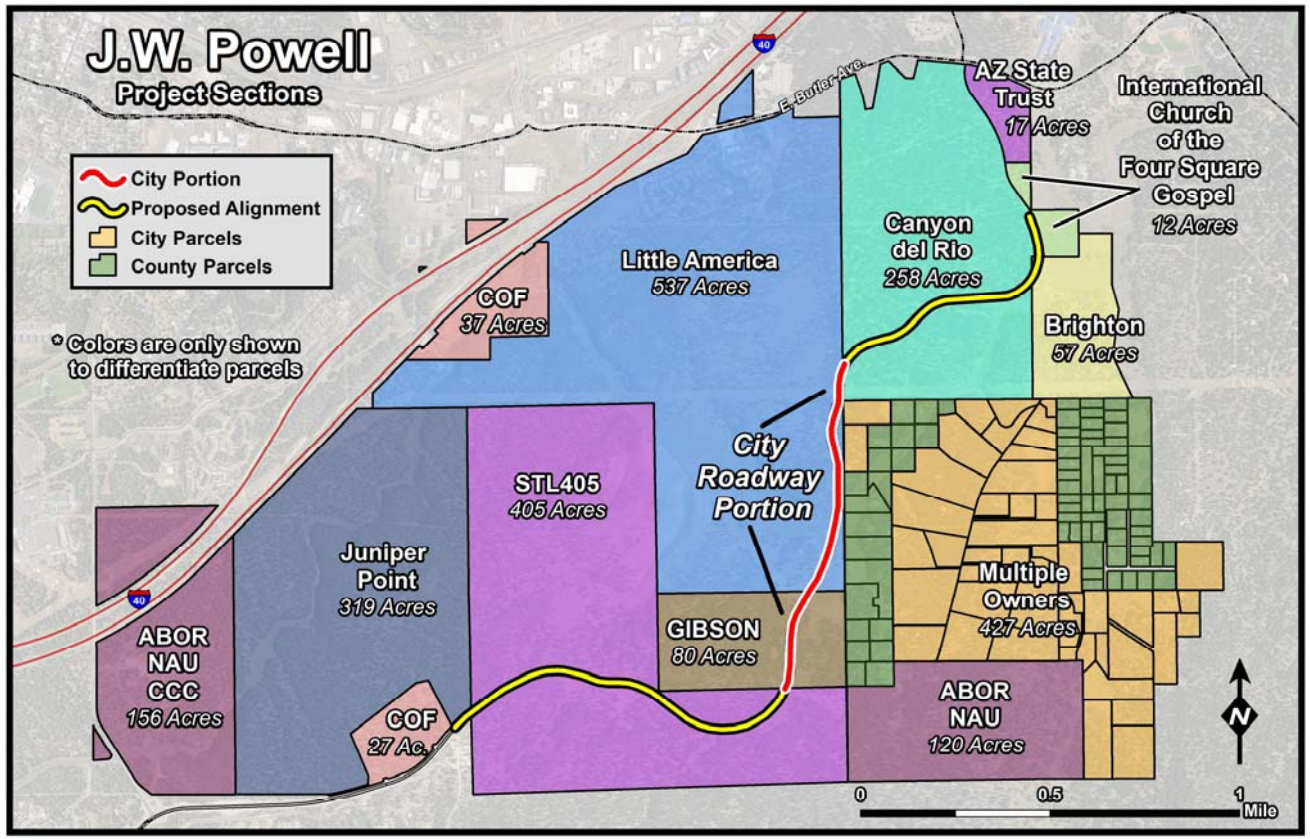
- **Scope of Services**
  - Task 1 – Project Management
  - Task 2 – 60% Design
  - Task 3 – Final 1 (90% Design)
  - Task 4 – Final 2 (100% Design)
  - Task 5 – Construction Phase Services
  - Time Requested = *1,096 calendar days*
  - Cost = *$1,044,595*

J.W. Powell Extension

COMMENTS & QUESTIONS

David Pedersen
Project Manager Senior Lead
Capital Improvements
dpedersen@flagstaffaz.gov
Office :: 928.213.2677

www.flagstaff.az.gov/jwpspecificplan



J.W. Powell
Project Sections

City Portion
Proposed Alignment
City Parcels
County Parcels

* Colors are only shown to differentiate parcels

40

E. Butler Ave.

AZ State Trust
17 Acres

International Church of the Four Square Gospel
12 Acres

Canyon del Rio
258 Acres

Brighton
57 Acres

Little America
537 Acres

COF
37 Acres

City Roadway Portion

STL405
405 Acres

Juniper Point
319 Acres

GIBSON
80 Acres

Multiple Owners
427 Acres

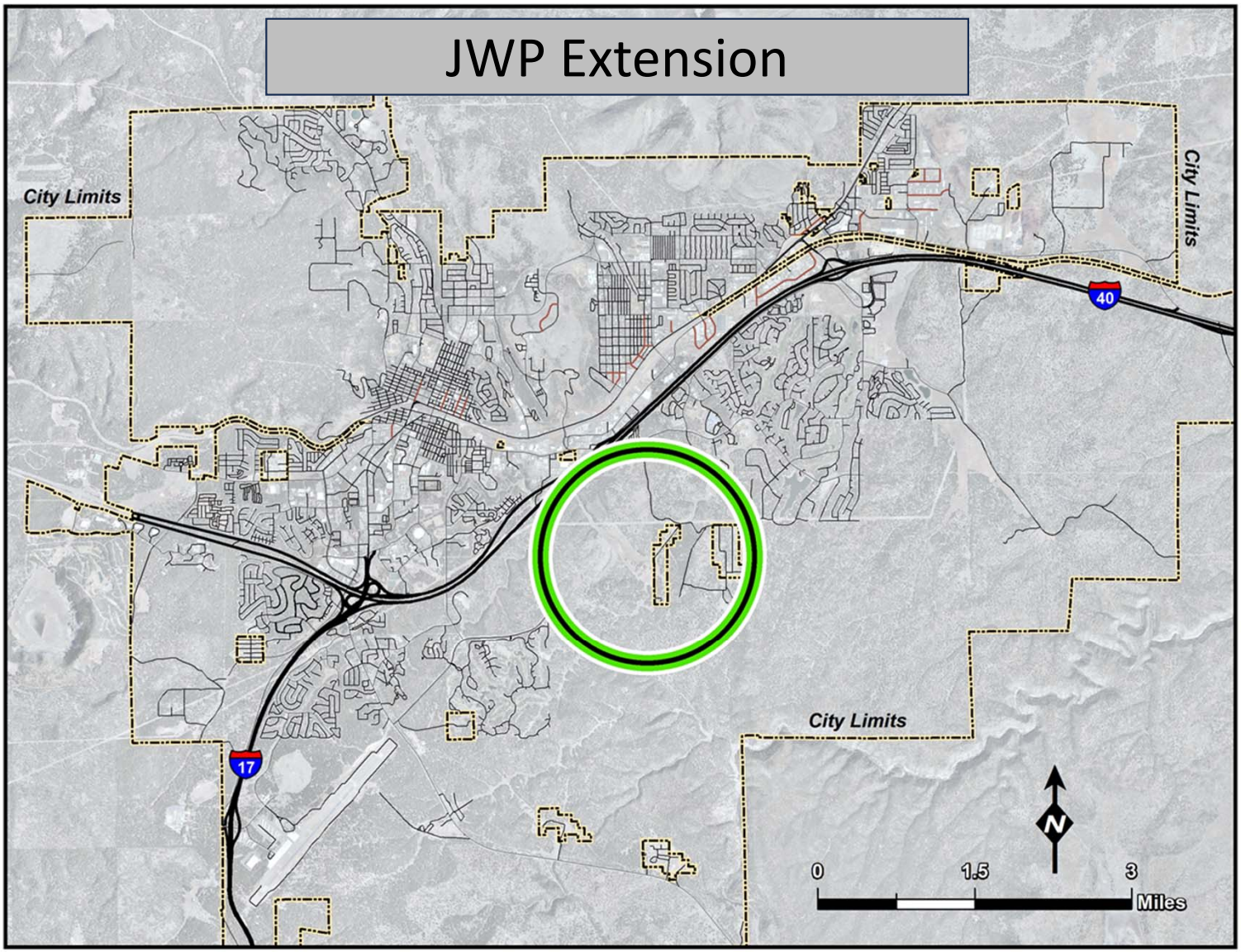
ABOR
NAU
CCC
156 Acres

COF
27 Ac.

ABOR
NAU
120 Acres

N

0 0.5 1 Mile


JWP Extension
City Limits
City Limits
City Limits
40
17
N
0
1.5
3
Miles

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jackson Salazar, Water Services Project Manager

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Approval of Contract: Construction Manager at Risk (CMAR) Construction Phase Services Agreement with Eagle Mountain Construction, Inc. in a total amount of $5,374,180.00 for Phase 1 - GMP 1 to initiate construction of the Wildcat Interceptor Sewer Upsizing Project.

STAFF RECOMMENDED ACTION:

1. Approve the CMAR Construction Phase Services Agreement with Eagle Mountain Construction, Inc. (EMC) in a total amount of $5,374,180.00 for Phase 1 - GMP 1 to initiate construction of the Wildcat Interceptor Sewer Upsizing Project (Project); and
2. Approve an Owner's Contingency of $131,077.58, which is approximately 2.5% of Phase 1 - GMP 1; and
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Staff recommends approval of the CMAR Construction Phase Services Agreement Phase 1 - GMP 1 with EMC for the Project. The purpose of the Project will be to construct approximately 5,900 feet of new sewer main from the Wildcat Hill Wastewater Treatment Plant to the south side of Interstate 40 which will increase capacity in the sewer collection system and replace a critical piece of aging infrastructure. Phase 1 - GMP 1 will address the need to order materials to mitigate any delays caused by long lead times and will also allow EMC to set up a construction storage yard for such materials.

Financial Impact:

- CMAR Construction Phase Services Agreement Phase 1 - GMP 1 will cost $5,374,180 and will cover long lead time materials and the set-up of a construction storage yard for material. Staff anticipates a potential need for additional GMPs in the future to cover the balance of the scope and any additional items identified in the 100% plans and intends to bring any additional contracts to the City Council for consideration.
- This Project is funded through Water Services in both Wastewater and Reclaimed Water in the following accounts:
  - Account # 203-08-375-3441-0 with a budget of $6,000,000 in FY2025-26 and $2,000,000 in FY2026-27.
  - Account #203-08-375-3558-0 with a budget of $2,000,300 in FY2025-26
  - Account #204-08-380-3558-0 with a budget of $970,136 in FY2025-26.

Policy Impact:

Policy F3.4 Compliance: The City of Flagstaff will submit a report to ADEQ for any new subdivision, site, system extension or collection system expansion as currently required by law.

Community Benefits and Considerations:

- The current wastewater collection system is undersized for new development. The new sewer interceptor will replace the existing undersized sewer main to provide additional capacity to the wastewater collection system.
- The project will also replace a critical piece of aging infrastructure.

Previous Council Decision or Community Discussion:

- On June 16, 2024, the City Council approved a Professional Services Contract with Ardurra Group, Inc. to design the Wildcat Sewer Interceptor Upsizing Project. Ardurra has completed the engineering design documents up to the 90% level.
- On May 27, 2025, the City entered into a Design Phase Services Agreement with EMC in the amount of $78,750.00 for basic design phase services (see attached).

Options and Alternatives to Recommended Action:

1. Approve the CMAR Construction Phase Agreement Phase 1 - GMP 1 in the total amount of $5,374,180.00, as recommended; or
2. Reject approval of the award as recommended. This action would delay the Project and certain developments currently in review that are contingent on the completion of the Project.
    1. If rejection occurs, possible options include:
        1. Ask staff to re-evaluate the recommendation; or
        2. Suspend or cancel the Project completely.

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.

Following the completion of 30% design plans by Ardurra, the Purchasing section posted a Request for Statements of Qualifications (RSOQ) solicitation for Construction Manger at Risk on December 6, 2024, on the PlanetBids website, and advertised it in the Arizona Daily Sun newspaper on December 17 & December 28, 2024. There were 4 Statements of Qualifications received by the due date of January 14, 2025.

After reviewing the Statements of Qualifications received by the evaluation team of 6 professionals, the RSOQ selection panel selected the highest scoring firm, Eagle Mountain Construction, Inc. to move forward to award. On May 27, 2025, the City entered into a Design Phase Services Agreement with Eagle Mountain Construction, Inc. for the amount of $78,750.00 for basic design phase services. The firms' final evaluation ranking scores are as follows:

Eagle Mountain Construction: 640
Fann: 606
B&F: 603
Jud Co.: 244

Connection to PBB 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 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:
N/A

Connection to 10-Year Housing Plan:
This Project will increase the capacity of the sewer collection system which will provide capacity for additional housing.

Attachments: CMAR Construction Phase 1 - GMP 1
Wildcat Presentation
CMAR Design Phase Services Contract
Exhibit 1 - Project Map

City of Flagstaff, Arizona

Wildcat Interceptor Sewer Upsizing Project

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION PHASE SERVICES

Phase 1 – GMP 1

Agreement No. 2025-94

Mayor
Becky Daggett

Council

Austin Aslan
Anthony Garcia
Khara House
Lori Matthews
David Spence
Miranda Sweet

City Manager
Greg Clifton

Interim Water Services Director
Lee Williams

Interim Community Development Director
Michelle McNulty

Public Works Director
Scott Overton

Engineering & Capital Improvements Director
Paul Mood

TABLE OF CONTENTS

PAGE

RECITALS..... 1

ARTICLE 1 - DEFINITIONS 1

ARTICLE 2 – CMAR'S SERVICES AND RESPONSIBILITIES 6

ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES 13

ARTICLE 4 - CONTRACT TIME 15

ARTICLE 5 - CONTRACT PRICE 19

ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME 20

ARTICLE 7 - PROCEDURE FOR PAYMENT 23

ARTICLE 8 – CLAIMS AND DISPUTES 27

ARTICLE 9 – SUSPENSION AND TERMINATION 29

ARTICLE 10 - INSURANCE AND BONDS..... 31

ARTICLE 11 - INDEMNIFICATION 34

ARTICLE 12 - GENERAL PROVISIONS..... 35

SIGNATURE PAGE 42

EXHIBIT A – PROJECT DESCRIPTION

EXHIBIT B – GMP SUBMITTAL REQUIREMENTS

City of Flagstaff, Arizona

Wildcat Interceptor Sewer Upsizing Project
CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES
Agreement No. 2025-94

This Construction Services Agreement ("Agreement") is made and entered into by and between the City of Flagstaff, a political subdivision of the State of Arizona ("Owner"), and Eagle Mountain Construction, Inc., an Arizona corporation ("Construction Manager at Risk" or "CMAR") on this ___ day of _____, 20__.

RECITALS

A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute agreements for professional services and construction services.

B. The Owner intends to construct the *Wildcat Interceptor Sewer Upsizing Project***,** as more fully described in Exhibit "A," attached ("Project").

C. To undertake the construction administration of the Project, the Owner has entered into separate agreements with *Ardurra Group, Inc., a Florida Corporation* ("Design Professional(s)").

D. CMAR has represented to the Owner the ability to provide construction phase services for the Project, and based on this representation, the Owner hereby engages CMAR to provide these services and construct the Project.

E. A Design Phase Services Agreement (Contract No. 2025-94) has been executed previously between the Owner and CMAR to perform design phase services for the Project. Those services may continue during the duration of this Agreement.

AGREEMENT

NOW THEREFORE**,** for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Owner and CMAR as follows:

Article 1 – Terms and Definitions

"Addenda" - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

"Agreement (Contract)" - This written document signed by the Owner and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

"Alternate Systems Evaluations" - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles which have the potential to reduce construction costs while still delivering a quality and functional Project that meets the Owner requirements.

"Change Directive" - A written order prepared and signed by the Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of contract amendment issued after execution of the Contract Documents where unanticipated or unforeseen circumstances in the Work have been encountered. Each Change Order shall be signed by the Owner and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Price; the amount of the adjustment to the Contract Time;.

"City (Owner)" - The City of Flagstaff, a political subdivision of the State of Arizona, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Agreement.

"CMAR" - The Contractor selected by the Owner to provide design phase services as detailed in this Agreement.

"CMAR Representative" - The designated CMAR Representative.

"CMAR Senior Representative" - The designated CMAR Senior Representative.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professionals after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs for providing off-site management, supervision, General Conditions support, support of construction activities, home office overhead, and profit, as applicable to this Project, whether at CMAR's principal or branch offices.

"Contingency, CMAR's" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner to be used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in this Agreement.

"Contingency, Owner's" - A fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from the Owner-directed changes or unforeseen Site conditions. The amount of the Owners' Contingency shall be set solely by the Owner and shall be in addition to the CMAR's GMP.

"Contract Documents" - The following items and documents in descending order of precedence executed by the Owner and CMAR: (i) all written, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; and (iv) GMP Plans and Specifications.

"Contract Price" - The cost for services for this Agreement.

"Contract Time(s)" - The number of days or the dates related to the construction phase, including authorized adjustments, allotted in the Construction Documents for Substantial and final Completion of the Work, subject to Winter Shutdown.

"Cost Models" - Cost tabulation for the construction of the Project developed by the CMAR and continually updated throughout the preconstruction phase fee and utilized to develop the Guaranteed Maximum Price Proposal. The Cost Model is created using the Design Professionals list of standard pay items.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Cost, bonds, insurance, or taxes.

"Critical Path Method" or "CMP" - A scheduling technique used to predict project duration by analyzing

which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables, Construction Phase Services Agreement" - The Work conducted by CMAR during the construction phase which may include, but is not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost models, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed Minority Business Enterprise/Women's Business Enterprise ("MBE/WBE") Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team and other services set forth in this Agreement or reasonably inferable therefrom.

"Deliverables, Design Phase Services Agreement" - The Work conducted by CMAR during the design phase which may include, but is not limited to: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise ("MBE/WBE/SBE") utilization, Subcontractor agreements, Subcontractor bid packages, GMP preparations and other services set forth in this Agreement or reasonably inferable therefrom.

"Design Professional(s)" - A qualified, licensed design professional who furnishes design, construction documents, and/or construction administration services required for the Project.

"Drawings (Plans)" - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase, and which have been prepared or approved by the Design Professional(s) and the Owner. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional(s) solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost models (e.g., conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but "not for construction". Shop Drawings are not Drawings as so defined.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" - 100% completion of all construction Work noted in, or reasonably inferred from, the Contract Documents, including but not limited to, all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the CMP and extending the Substantial Completion date.

"General Conditions Costs" - All on-site Project-specific costs required to perform the Work, but not itemized or included in the Cost of the Work. Includes, but is not limited to, the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for Work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site; (vii) costs of liability and other applicable insurance premiums not include in labor burdens for direct labor costs; (viii) costs of bonds premiums; (ix) costs of consultants not in the direct employee of CMAR or Subcontractors.

"Guaranteed Maximum Price" ("GMP)" - The sum of the maximum Cost of the Work; the Construction Fee, General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - Plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

"Guaranteed Maximum Price (GMP) Proposal" - The offer or proposal of CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

"Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the Owner, authorizing CMAR to start Work.

"Opening Physical Conditions" - The current physical conditions present on the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-construction Conference.

"Owner's Representative" - The designated City Project Manager.

"Owner's Senior Representative" - The City of Flagstaff's designated Division/Department Head.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The form used by CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the Owner.

"Pre-construction Conference" - A Conference held between Owner and CMAR prior to the commencement of any Work, as scheduled by the Owner's Representative or designee.

"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The Work to be completed in the execution of this Agreement, as amended, and as described in the Recitals above and in Exhibit "A" attached.

"Project Team" - The design phase services team consisting of the Design Professional(s), CMAR, the Owner's Representative, the Owner's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

"Schedule of Values (SOV)" - A statement furnished by CMAR to the Owner's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the Work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - All drawings, diagrams, schedules and other data specifically prepared for the Work by CMAR or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship, as

applied to the Work, and certain administrative details applicable thereto.

"Subconsultant" - A person, firm or corporation having an agreement with CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

"Subcontractor" - An individual or firm having a direct agreement with CMAR or any other individual or firm having an agreement with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the Site for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration, review, or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The construction services for the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner's Representative, as evidenced by a Certificate of Substantial Completion, such construction services are sufficiently complete in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the site, except as may be required to complete or correct Punch List items. If no such certificate is issued, Substantial Completion takes place when the construction services Work or a Construction Phase is complete and ready for final payment as evidenced by the written recommendation of final payment by the Owner's Representative. The terms "substantially complete" and "substantially completed" as applied to all or part of the construction Work refers to Substantial Completion thereof.

"Supplier" - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct agreement with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" - The period of time typically including December through March during which no Work will be performed by any person or entity (including, but not limited to, the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, for any reason, on the Project.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 – CMAR's Services and Responsibilities

2.0 CMAR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the Owner. All Work shall be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CMAR in Flagstaff, Arizona. The Work shall be to the satisfaction of the Owner and strictly pursuant to and in conformity with the Project's Contract Documents. It is not required that the services be performed in the sequence in which they are described.

2.1 General Services

CMAR's Representative shall be reasonably available to the Owner and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the Owner but not less than once a week and shall be vested with the authority to act on behalf of CMAR. CMAR's Representative may be replaced only with the written consent of the Owner.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CMAR shall obtain all applicable and/or necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. CMAR is specifically reminded of the need to obtain the applicable and/or necessary environmental permits or file the applicable and/or necessary environmental notices.

2.2.2 Copies of the permits and notices identified in this Agreement must be provided to the Owner's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the Owner's Representative. This provision does not constitute an assumption by the Owner of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 Owner shall be responsible for City of Flagstaff review and permit(s) fees for grading and drainage, water, sewer, floodplain, and landscaping. Owner shall also pay for utility design fees for permanent services.

2.2.4 CMAR shall be responsible for all other permits and review fees not specifically listed in this Agreements

2.2.5 CMAR shall be responsible for the cost of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are CMAR's responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the Owner's Representative or designee shall schedule and conduct a Preconstruction Conference.

2.3.1.1 At the Pre-Construction Conference, Owner and CMAR shall document the Opening Physical Conditions of the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-Construction.

2.3.2 The purpose of this conference is to establish a working relationship between CMAR, utility firms, and various City agencies. The agenda shall include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved during construction.

2.3.3 The Notice to Proceed date shall be concurred with by the parties or set by the Owner at the Preconstruction Conference. After the meeting and upon receipt of a signed Agreement and delivery of the required bonds and insurance in an Owner approved format, a Notice to Proceed letter shall be issued confirming the construction start date, Performance Period and if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion shall be listed and/or as set forth in Article 1 herein. Failure by CMAR to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it shall not alter the proposed Substantial Completion date nor be

a basis for any time extension request or other claims.

2.3.4 CMAR shall provide a Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMPs and identifying CMAR's Contingency. The Schedule of Values shall subdivide the Work into all items comprising the Work. The Schedule of Values shall contain sufficient detail to identify each individual element of the Work and shall relate to the approved GMPs Schedule. The Schedule of Values shall be subject to approval by the Owner's representative.

2.3.5 Minimum attendance by CMAR shall be CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the CMAR Senior Representative, and CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the Owner or a separate Contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR's Representative or CMAR's Senior Representative shall be present at the Sites at all times that construction activities are taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Sites who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance with this Section, the Owner may require CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

2.4.5 Before ordering materials or doing work, CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation shall be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences which may be found shall be submitted to the Owner for resolution before proceeding with the Work.

2.4.6 CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to CMAR with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

2.4.7 CMAR shall establish and maintain all construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a Civil Engineer or Surveyor licensed as such in the State of Arizona.

2.4.8 Any person employed by CMAR or any Subcontractor who, in the opinion of the Owner, does not perform his or her work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at

the written request of the Owner, be removed from the Work by CMAR or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the Owner. CMAR or Subcontractor shall hold the Owner harmless from damages or claims which may occur in the enforcement of this Section.

2.4.9 CMAR assumes responsibility to the Owner for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.10 CMAR shall coordinate the activities of all Subcontractors. If the Owner performs other work on the Project or at the Site with separate contractors under the Owner's control, CMAR agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

2.5.1 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit the Owner to occupy the Project or a portion of the Project for its intended use.

2.5.2 CMAR shall take whatever steps, procedures or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Owner and in accordance with the requirements of the Arizona Department of Environmental Quality rules and regulations.

2.5.3 CMAR shall maintain ADA, ADAAG and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA, ADAAG and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CMAR shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of CMAR.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which Submittals are required, the way CMAR proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 CMAR shall review, approve, verify, and submit to the Owner five copies of each Shop Drawing, Product Data, Sample, and similar Submittals required by the Contract Documents in accordance with the approved GMP schedule as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by CMAR, which are not required by the Contract Documents, may be returned without action.

2.6.3 CMAR shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the Owner or Owner's designee. Such Work shall be in accordance with approved Submittals.

2.6.4 By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar Submittals, CMAR represents that CMAR has determined and verified materials, field measurements and field construction criteria related thereto, or shall do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

2.6.5 CMAR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar Submittals unless CMAR has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. CMAR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the Owner's approval thereof.

2.6.6 CMAR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the Owner on previous Submittals.

2.6.7 Informational Submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the Owner. Any material rejected by the Owner shall be removed immediately and replaced in an acceptable manner.

2.7.3 The procedures and methods used to sample and test material shall be determined by the Owner. Unless otherwise specified, samples and tests shall be made in accordance with the most recently adopted edition of the City of Flagstaff Engineering Division Design and Construction Standards and Specifications.

2.7.4 The Owner shall select a City or Independent Testing Laboratory and shall pay for initial City Acceptance Testing.

2.7.4.1 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, shall be paid for by CMAR. CMAR's Contingency cannot be utilized for the cost of re-testing.

2.7.4.2 When the first and/or subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.7.5 CMAR shall cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.7.6 At the option of the Owner, materials may be approved at the source of supply before delivery is started.

2.7.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by CMAR, unless otherwise provided in the Contract Documents.

2.7.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of CMAR and paid by CMAR.

2.8 Trade Names and Substitutions

2.8.1 Unless indicated that no substitutions are permitted, CMAR may request a substitution or alternative to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, subject to the following:

2.8.2 The substitution shall be submitted by CMAR in writing to the Owner.

2.8.3 CMAR shall certify that the substitution shall perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.8.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.8.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.8.6 CMAR if requested by the Owner shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.8.7 The Owner shall make the final decision and shall notify CMAR in writing as to whether the substitution has been accepted or rejected.

2.8.8 If the Owner does not respond in a timely manner, CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution shall be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, CMAR shall maintain at the Site a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.9.1.1 CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. CMAR shall give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

2.9.1.1.1 Dimensional changes to the drawings

2.9.1.1.2 Revisions to details shown on drawings

2.9.1.1.3 Locations and depths of underground utilities

2.9.1.1.4 Revisions to routing of piping and conduits

2.9.1.1.5 Actual equipment locations

2.9.1.1.6 Locations of concealed internal utilities

2.9.1.1.7 Changes made by Change Order, Change Order Directive, Field Order, Record of Field Change, ASI's and RFI's

2.9.1.1.8 Addenda and other details not on original Agreement Drawings

2.9.1.2 CMAR shall mark completely and accurately Project Record Drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.1.3 CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.9.1.4 CMAR shall note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.9.1.5 CMAR shall, as a condition of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the Owner or its representative for review and comment.

2.9.2 Upon receipt of the reviewed Project Record Drawings from the Owner, CMAR shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the Owner within 14 Days:

2.9.2.1 CMAR shall provide a complete set of electronic Project Record Drawings prepared in AutoCAD format compatible with City of Flagstaff CADD technology. The Design Professional shall provide files of the original Construction Documents to CMAR for the use of preparing these final Project Record Drawings or CMAR may contract with the Design Professional to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2.9.2.2 CMAR shall provide a complete set of digital final AutoCAD drawings.

2.9.2.3 CMAR shall provide the original copy of the Project Record Drawings (redline mark-ups).

2.10 Project Safety

2.10.1 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3 CMAR shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CMAR's Safety Representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.10.4 The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.10.5 CMAR and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.10.6 CMAR shall immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.10.7 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

2.11.1 CMAR warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.11.2 CMAR's warranty obligation shall be for one (1) year, except for such greater period as may be required by the technical specifications.

2.11.3 Nothing in this warranty is intended to limit any manufacturer's warranty which provides The Owner with greater warranty rights than set forth in this Section or the Contract Documents. CMAR shall provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11.4 Nothing in this warranty is intended to limit any other remedy at law that may be available to the Owner.

2.12 Correction of Defective Work

2.12.1 CMAR agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to this Agreement, within a period of one (1) year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, or as may be available to the Owner by law. A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.12.2 During the performance of the Work, CMAR shall take meaningful steps to commence correction of such nonconforming Work as notified by the Owner or as discovered by CMAR. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps during the performance of the Work, Owner, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that Owner shall commence correction of such nonconforming Work with its own forces.

2.12.3 CMAR shall, take meaningful steps to commence correction of nonconforming Work subject to this Agreement, within seven (7) days of receipt of written notice from Owner. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other

parts of the Work affected by the nonconforming Work. If CMAR fails to commence the necessary steps within such seven-day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide CMAR with written notice that Owner shall commence correction of such nonconforming Work with its own forces.

2.12.4 If Owner does perform such corrective Work, CMAR shall be responsible for all reasonable costs incurred by Owner in performing such correction.

2.12.5 For nonconforming Work that creates an emergency requiring an immediate response, CMAR shall respond and initiate corrections within twenty-four hours.

2.12.6 The one-year period identified in this Agreement applies only to CMAR's obligation to correct nonconforming Work relative to the warranty set forth in that section and is not intended to constitute a period of limitations for any other rights or remedies the Owner may have regarding CMAR's other obligations under the Contract Documents or as may be allowed by law.

Article 3 - The Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with CMAR and perform its responsibilities, obligations and services in a timely manner to facilitate CMAR's timely and efficient performance of the Work and so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

3.1.2 Owner shall furnish at CMAR's request, at no cost to CMAR, a CADD file of the Construction Documents in AutoCAD format compatible with the City of Flagstaff CADD technology.

3.2 The Owner's Representative

3.2.1 Owner's Representative shall be responsible for providing Owner supplied information and approvals in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents.

3.2.2 Owner's Representative shall also provide CMAR with prompt notice if Owner's Representative observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.2.3 The Owner may utilize field inspectors to assist the Owner's Representative during construction in observing performance of CMAR. The inspector is for the purpose of assisting the Owner's Representative and should not be confused with an inspector with a City regulatory department.

3.2.3.1 The field inspector shall be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.2 The field inspector shall not be authorized to issue instructions contrary to the Construction Documents or to act as foreman for CMAR.

3.2.3.3 The field inspector shall have the authority to reject work or materials until any questions at issue can be decided by the Owner's Representative.

3.2.3.4 The furnishing of such services for the Owner shall not make the Owner responsible for or give the Owner control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The Owner may contract separately with one or more Design Professional(s) to provide construction administration of the Project. The Design Professional(s)' agreement as well as other firms hired by the Owner shall be available for review by CMAR. CMAR shall not have any right however, to limit or restrict any contract provisions and/or modifications that are mutually acceptable to the Owner and Design Professional(s).

3.3.2 The Owner may contract with the Design Professional(s) to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The Owner and CMAR shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional(s)' consultants shall be through the Design Professional(s).

3.3.2.2 Conduct Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional(s) shall keep the Owner informed of progress of the Work and any noted defects and deficiencies of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work. The Design Professional(s) may have authority to reject construction, which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with this Agreement.

3.3.2.3 Review and recommend approval of Payment Requests.

3.3.2.4 Review and approve or take other appropriate action upon CMAR's Submittals such as Shop Drawings, Product Data and Samples in accordance with this Agreement.

3.3.2.5 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or CMAR. The Design Professional(s)' response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

3.3.2.6 Prepare Change Orders and may authorize minor changes in the Work as defined in this Agreement.

3.3.2.7 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.8 Receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by CMAR.

3.4 Owner's Separate Contractors

3.4.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.5 Permit Review and Inspections

3.5.1 If requested by CMAR, the Owner's Representative shall provide assistance and guidance in obtaining necessary reviews, permits and inspections, however, the responsibility for obtaining the necessary reviews, permits and inspections remains with CMAR.

3.5.2 Regulating agencies of the Owner, such as Community Development, Fire, Planning, Building Inspection, Environmental Services, and Engineering Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the Owner under this Agreement.

Article 4 - Contract Time

4.0 Contract Time

4.0.1 Contract Time shall start with the NTP with construction services and shall end with Substantial Completion.

4.0.2 Where there is more than one GMP, each GMP shall establish a separate NTP date and a Performance Period. The Performance Periods for individual GMPs may be sequential or concurrent as established in the individual Notices to Proceed. The Performance Period for the GMPs under this Agreement shall be three hundred sixty-five (365) calendar days starting with the NTP.

4.0.3 CMAR agrees that it shall commence timely performance of the Work and shall achieve substantial completion within the Performance Periods and Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with other provisions of this Agreement.

4.0.5 Time is of the essence, for time matters and the rest of this Agreement. Pursuant to this Agreement, if, in the sole discretion of the Capital Improvements Division of the City of Flagstaff, the Project is not at Substantial Completion prior to the advent of adverse weather conditions, a Winter Shutdown shall occur during which no Work will be performed by any person or entity (including but not limited to the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project.

4.1 Substantial Completion

4.1.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter or as may be mutually agreed by the parties in writing. Substantial Completion shall be in accordance with the definition in this Agreement and with the criteria set forth in the NTP.

4.1.2 Prior to notifying the Owner, CMAR shall inspect the Work and prepare and submit to the Owner a comprehensive list of items to be completed or corrected. CMAR shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CMAR to complete all Work in accorda*nce with the Co*ntract Document**s.**

4.1.3 CMAR shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4 Within five (5) days of Owner's receipt of CMAR's notice, the Owner and CMAR shall jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5 If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that shall set forth (i) the date of Substantial Completion of the Work or portion thereof,

(ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and CMAR's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6 Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items in this Agreement, (ii) CMAR and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and CMAR agree that Owner's use or occupancy shall not interfere with CMAR's completion of the remaining Work.

4.2 Final Completion

4.2.1 Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, Owner and CMAR shall jointly inspect to verify that the remaining items of Work have been completed. The Owner shall issue a Final Completion Letter and payment pursuant to this Agreement.

4.3 Liquidated Damages

4.3.1 CMAR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner **$1420.00** (to be determined on an agreement-by-agreement basis) per day as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.3.2 CMAR understands that if Final Completion is not attained within the Contract Time as adjusted, the Owner shall suffer damages, which are difficult to determine and accurately specify. CMAR agrees that if Final Completion is not attained within the Contract Time as adjusted, CMAR shall pay the Owner **$1420.00** (to be determined on an agreement-by-agreement basis) per day as liquidated damages for each Day that Final Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.

4.4 Project Master Schedule

4.4.1 The Project Master Schedule approved as part of a GMP shall be updated and maintained throughout the Work by CMAR.

4.4.2 The Project Master Schedule shall be revised by CMAR as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3 Updated Project Master Schedules shall be submitted monthly by CMAR to the Owner as part of the Payment Request.

4.4.3.1 CMAR shall provide Owner with a monthly status report with each Project Master Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.3.2 With each schedule submittal CMAR shall include a transmittal letter including the following:

4.4.3.2.1 Description of problem tasks (referenced to field instructions, requests for information (“RFI’s”), as appropriate.

4.4.3.2.2 Current and anticipated delays including:

4.4.3.2.2.1 Cause of the delay

4.4.3.2.2.2 Corrective action and schedule adjustments to correct the delay

4.4.3.2.2.3 Known or potential impact of the delay on other activities, milestones, and/or the date of Substantial Completion

4.4.3.2.3 Changes in construction sequence

4.4.3.2.4 Pending items and status thereof including but not limited to:

4.4.3.2.4.1 Time Extension requests

4.4.3.2.4.2 Other items

4.4.3.2.5 Substantial Completion date status:

4.4.3.2.5.1 If ahead of schedule, the number of calendar days ahead

4.4.3.2.5.2 If behind schedule, the number of calendar days behind

4.4.3.2.5.3 Other project or scheduling concerns

4.4.4 Owner’s review of and response to the Project Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.5 The Project Master Schedule shall include a CPM diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.5.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram schedule shall be presented in a time scaled graphical format for the Project as a whole.

4.4.5.2 The CPM diagram schedule shall indicate all relationships between activities.

4.4.5.3 The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4.4.5.4 The CPM diagram schedule shall be based upon activities, which would coincide with the Schedule of Values.

4.4.5.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

4.4.5.6 The CPM diagram schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

4.4.5.7 The CPM diagram schedule shall include a critical path activity that reflects anticipated weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

4.4.6 The Project Master Schedule shall consider the Owner's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.7 Float time shall be as prescribed below:

4.4.7.1 The total Float within the overall schedule, is not for the exclusive use of either the Owner or CMAR but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

4.4.7.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date and then only if any such extensions or damages are shown to be justified under the Contract Documents.

4.4.7.3 Since Float time within the schedule is jointly owned, it is acknowledged that Owner-caused delays on the Project may be offset by Owner-caused time savings (i.e., critical path Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all Owner-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Article 5- Contract Price

5.0 General

5.0.1 CMAR agrees at his own cost and expense, to completely construct and install all Work and materials as called for by this Agreement, free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified in the Contract Documents, within the time or times stated in the approved GMP.

5.1 Contract Price

5.1.1 The Contract Price shall be as approved in the Guaranteed Maximum Price Proposal attached as Exhibit B and an amount of **$5,243,102.42** with an additional **$131,077.58** allowed for Owner's Contingency for a total contract price of **$5,374,180.00**.

5.1.2 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.1.3 The General Conditions Costs will be included in the GMP as a not to exceed amount and paid for on actual costs based on submitted and approved invoices. The Construction Fee will be paid as a firm lump sum.

5.1.4 Taxes are deemed to include all sales, use consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.2 Guaranteed Maximum Price

5.2.1 The GMP is composed of the maximum Cost of the Work; the Construction Fee; General Conditions Costs; taxes; and CMAR's contingency all of which are not-to-exceed cost reimbursable or lump sum amounts. CMAR is at risk to cover any additional Project costs. If the Cost of Work amount, set forth in the GMP, is in excess of the actual Cost of Work and/or CMAR's Contingency, said amount by which the Cost of Work set forth in the GMP is in excess of the actual Cost of Work and/or CMAR's Contingency, shall revert to the Owner.

5.2.2 A Separate Construction Phase Agreement will be used for phased projects with separate GMPs for each phase of construction in a phased project.

5.2.3 The GMP is subject to adjustments made in accordance with this Agreement and by GMP amendments or change orders to this Agreement and phased Agreements.

5.2.4 GMP phased Agreements and change order amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

5.2.5 If the GMP requires an adjustment due to changes in the scope of the Work the cost of such changes is determined subject to this Agreement. The markups that may be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.3 Contingencies

5.3.1 CMAR's Contingency is an amount CMAR may use at its sole discretion for, an increase in the Cost of Work, and may use for increases in General Conditions Costs with written approval of the Owner. CMAR's Contingency is assumed to be a direct Project cost and all applicable markups shall be applied at the time of GMP submission.

5.3.2 When CMAR utilizes CMAR's Contingency funds, CMAR shall make the appropriate changes to the Schedule of Values with the next regular progress payment request. CMAR shall deduct the amount of CMAR's Contingency funds used from CMAR's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If CMAR's contingency funds are used for a new line item that was not given with the original Schedule of Values, these shall be so indicated.

5.3.3 Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by CMAR, the sum of which shall be the full Contract Price for construction. At the time that Owner's Contingency is used the appropriate markups shall be applied.

5.4 Open Book

5.4.1 CMAR shall submit to the Owner upon request all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all Agreements between CMAR and its Subcontractors and Consultants. The Owner may exercise its rights under this Agreement as often as reasonably necessary in the Owner's sole judgment to assure the Owner has a complete and accurate understanding of all Project costs.

5.4.2 Upon Project closeout and immediately prior to the release of final payment, the CMAR shall provide to the Owner a Final Cost Report detailing all Project costs for each division of work with supporting documentation for materials, labor, equipment and other appurtenant items.

Article 6 - Changes to the Contract Price and Time

6.0 Delays to the Work

6.0.1 If CMAR is delayed in the performance of the Work that shall cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own, or, those for whom CMAR is responsible, the Contract Times for performance shall be reasonably extended by Change Order. However, the Owner and the CMAR must agree on the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible; if the Owner and the CMAR do not agree, then an independent third party, selected by both parties, shall make the determination of whether acts, omissions, conditions, events, or circumstances are actually beyond the CMARs control and/or whether they are due to no fault of the CMAR, or those for whom CMAR is responsible.

6.0.2 CMAR shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work within three (3) days of the occurrence of the delay. In the case of a continuing delay only one request is necessary.

6.0.3 By way of example, events that shall entitle CMAR to an extension of the Contract Time include acts or omissions of Owner or anyone under Owner's control (including separate Contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.0.4 If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions, and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.0.5 It is understood, however, that permitting CMAR to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the Owner of any of its legal rights herein.

6.0.6 In addition to CMAR's right to a time extension for those events set forth in this Agreement, CMAR shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CMAR and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God and shall not be adjusted absent a showing of actual damage.

6.1 Differing Site Conditions

6.1.1 If CMAR encounters a Differing Site Condition, CMAR shall be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CMAR's cost and/or time of performance are actually adversely impacted by the Differing Site Condition.

6.1.2 Upon encountering a Differing Site Condition, CMAR shall provide prompt written notice to Owner of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CMAR shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2 Errors, Discrepancies and Omissions

6.2.1 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR shall promptly notify the Design Professional and request clarification.

6.2.2 If CMAR proceeds with the Work affected by such errors, discrepancies, or omissions, without receiving such clarifications, CMAR does so at its own risk. Adjustments involving such circumstances made by CMAR prior to clarification by the Design Professional shall be at CMAR's risk.

6.3 The Owner Requested Change in Work

6.3.1 The Owner reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the Owner's best interest.

6.3.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and CMAR agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3 The Owner shall request a proposal for a change in Work from CMAR, and an adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4 Legal Requirements

6.4.1 The Contract Price and/or Contract Times shall be adjusted to compensate CMAR for the effects of any changes in the Legal Requirements enacted after the date of their Agreement or the date of the GMP, affecting the performance of the Work

6.5 Change Directives and Change Orders

6.5.1 Owner and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive if any adjustments are appropriate. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2 All changes in Work authorized by Change Directives and/or Change Orders shall be performed under the conditions of the Contract Documents.

6.6 Minor Changes in the Work

6.6.1 The Owner has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and CMAR. CMAR shall carry out such written orders promptly.

6.6.2 CMAR may make minor changes in Work, provided, however that CMAR shall promptly inform Owner, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CMAR.

6.6.3 Minor changes in Work shall not involve an adjustment in the Contract Price and/or Contract Times.

6.7 Contract Price Adjustments

6.7.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

6.7.1.1 Unit prices set forth in this Agreement or as subsequently agreed to between the parties;

6.7.1.2 A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; and

6.7.1.3 Costs, fees and any other markups.

6.7.2 The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP as shown on Exhibit B.

6.7.3 If an increase or decrease cannot be agreed to as set forth in this Agreement and Owner issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in their Agreement. CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

6.7.4 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices shall cause substantial inequity to Owner or CMAR because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.7.5 If Owner and CMAR disagree upon whether CMAR is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and CMAR shall resolve the disagreement pursuant this Agreement.

6.7.5.1 As part of the negotiation process, CMAR shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations.

6.7.5.2 If the parties are unable to agree and Owner expects CMAR to perform the services in accordance with Owner's interpretations, CMAR shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to CMAR (i) directing CMAR to proceed and (ii) specifying Owner's interpretation of the services that are to be performed.

6.8 Emergencies

6.8.1 In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

6.9 Force Majeure

6.9.1 The parties acknowledge that there may be events that occur during the term of this Contract that are beyond the control of both the Owner and the CMAR, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Contract. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Contract.

6.9.2 The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the Owner will pay no additional costs incurred as a result of such events.

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

Article 7- Procedure for Payment

7.0 General

7.0.1 For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner and to the Owner's satisfaction, the Owner agrees to pay CMAR the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes and CMAR's Construction Fee, but no more than the GMP as adjusted by any change orders. Payment for the specific Work under this Agreement shall be made in accordance with payment provisions detailed below.

7.1 GMP Payment Request

7.1.1 At the pre-construction conference prescribed in this Agreement, CMAR shall submit for Owner's review and approval a Schedule of Values. The Schedule of Values shall serve as the basis for monthly progress payments made to CMAR throughout the Work.

7.1.2 At least five (5) working days prior to the date established for a Payment Request, CMAR shall submit an updated Project Master Schedule and meet with the Owner's Representative to review the progress of the Work as it shall be reflected on the Payment Request.

7.1.3 The Payment Request shall constitute CMAR's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that title to all Work shall pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project. The Payment Request shall include, at a minimum:

7.1.3.1 Monthly Executive summary detailing work completed during the pay period, a statement addressing the project budget and schedule and the items of work anticipated for the upcoming pay period

7.1.3.2 Current critical path schedule

7.1.3.3 Pay application cover sheet, detailed schedule of values and conditional lien waivers upon release of progress payment

7.1.3.4 Subcontractor and Supplier invoices and conditional lien waivers for current pay period

7.1.3.5 General Conditions invoices for current pay period

7.1.3.6 Daily Reports for current pay period

7.1.3.7 Weekly reports for current pay period

7.1.3.8 Project meeting minutes for current pay period

7.1.3.9 Certified payroll reports- alphabetical by subcontractor (when required for Davis Bacon projects)

7.1.4 The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved schedule.

7.1.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and Owner shall receive the equipment and materials free and clear of all liens and encumbrances.

7.1.4.2 For materials and equipment stored off the Site, the Owner must approve the storage. The material and equipment must be stored within Coconino County or other Sites as may be approved and be accessible for Owner's inspection. CMAR must establish Owner title to such materials and equipment or otherwise protect the Owner's interest and shall include applicable insurance, bonding, storage and transportation to the Site.

7.1.4.3 All bonds and insurance required for stored materials shall name the Owner as the loss payee to the extent of its interest in the stored materials.

7.1.5 CMAR shall submit the Payment Request to Owner monthly either on the first of the month for payment on the 15th or on the 19th of the month for payment on the 30th or 31st. If the payment date is on a Saturday, payment shall be on Friday. If the payment date is on a Sunday, payment shall be on Monday.

7.2 Payment of GMP

7.2.1 Owner shall make payment in accordance with A.R.S. § 34-607. Payment shall be made no later than fourteen (14) days after the Payment Request is certified and approved, but in each case less the total of payments previously made, and less amounts properly retained under this Agreement.

7.2.2 Owner shall pay CMAR all amounts properly due. If Owner determines that CMAR is not entitled to all or part of a Payment Request, it shall notify CMAR in writing within (7) days after the date Payment Request is received by the Owner. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CMAR shall take to rectify Owner's concerns. CMAR and Owner shall attempt to resolve Owner's concerns. If the parties cannot resolve such concerns, CMAR may pursue its rights under the Contract Documents, including those identified in this Agreement.

7.3 Retention of GMP

7.3.1 Owner shall retain ten percent (10%) of each Payment Request amount provided. When fifty percent (50%) of the Work has been completed by CMAR, upon request of CMAR, Owner may reduce the amount retained to five percent (5%) from CMAR's subsequent Payment Requests if CMAR's performance of Work has been satisfactory.

7.3.2 In lieu of retention, CMAR may provide as a substitute, an assignment of time certificates of deposit (CDs) from a bank licensed by the State of Arizona, securities of or guaranteed by the United States of America, securities of counties, municipalities and school districts within the State of Arizona or shares of savings and loan institutions authorized to transact business in Arizona.

7.3.2.1 CDs assigned to the Owner must be maintained at the Owner's single servicing bank, in the form of time deposit receipt accounts.

7.3.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a bank within the State of Arizona.

7.3.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the Owner's form of Escrow Agreement. Escrow Agreement forms may be obtained from the Purchasing Department by contacting Matthew Luhman, Purchasing Manager.

7.4 Substantial Completion

7.4.1 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to CMAR all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one-half (2.5) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5 Final Payment

7.5.1 After receipt of a final Payment Request, Owner shall make final payment within sixty (60) days after receipt by the Owner, provided that CMAR has completed all of the Work in conformance with the Contract Documents and a Final Completion Letter has been issued by the Owner.

7.5.2 At the time of submission of its final Payment Request, CMAR shall provide the following information:

7.5.2.1 An affidavit affirming that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which shall in any way affect Owner’s interests;

7.5.2.2 A general release executed by CMAR waiving, upon receipt of final payment by CMAR, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment; and

7.5.2.3 Consent of CMAR’s surety, if any, to final payment.

7.6 Payments To Subcontractors or Suppliers

7.6.1 CMAR shall pay its Subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the Owner. CMAR shall pay for Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the Owner with each progress payment. In addition, any reduction of retention by the Owner to CMAR shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CMAR shall pay Subcontractors or suppliers the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to CMAR. No agreement between CMAR and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2 If CMAR fails to make payments in accordance with these provisions, the Owner may take any one or more of the following actions and CMAR agrees that the Owner may take such actions:

7.6.2.1 Hold CMAR in default under this Agreement;

7.6.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3 Reject all future offers to perform work for the Owner from CMAR for a period not to exceed one (1) year from Substantial Completion date of this Project; or

7.6.2.4 Terminate this Agreement.

7.6.3 If CMAR's payment to a Subcontractor or supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02(D) and related statutes as amended and shall further hold the Owner harmless from any ensuing damages, claims or costs.

7.6.4 Should the Owner fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5 CMAR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7 Record Keeping and Finance Controls

7.7.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the Owner and CMAR shall be kept on a generally recognized accounting basis and shall be available for three (3) years after Final Completion of the Project.

7.7.2 The Owner, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.7.3 The Owner reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of CMAR's records, the audit discloses CMAR has provided false, misleading, or inaccurate cost and pricing data.

7.7.4 CMAR shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the Owner, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5 The Owner reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's Agreements, and one or more Subconsultants and/or Subcontractors do not allow the Owner to audit their records to verify the accuracy and appropriateness of pricing data.

7.7.6 The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement. CMAR shall comply with the City of Flagstaff's records retention policy. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

Article 8 - Claims and Disputes

8.0 Requests for Agreement Adjustments and Relief.

8.0.1 If either CMAR or Owner believes that it is entitled to relief against the other for any event arising out of or related to Work, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after

the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1 Dispute Avoidance and Resolution

8.1.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

8.1.2 CMAR and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and Owner's Representative.

8.1.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and Owner's Representative, CMAR's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

8.1.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.2 Duty to Continue Performance.

8.2.1 Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and Owner.

8.3 Representatives of the Parties

8.3.1 The Owner's Representatives

8.3.1.1 The Owner designates the individual listed below or his/her designee as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

Patrick Brown, Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2277
pbrown@flagstaffaz.gov

8.3.1.2 Owner designates the individual listed below as its Owner's Representative ("Owner's Representative"), which individual has the authority and responsibility under this Agreement:

Emily Markel, Purchasing Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

8.3.2 CMAR's Representatives

8.3.2.1 CMAR designates the individual listed below as its Senior Representative ("CMAR's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

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

8.3.2.2 CMAR designates the individual listed below as its CMAR's Representative ("CMAR's Representative"), which individual has the authority and responsibility set forth in this Agreement:

Marco Spagnuolo, CEO
Eagle Mountain Construction, Inc.
3100 North Caden Court
Flagstaff, AZ 86004
marco@emcaz.com

Article 9 – Suspension and Termination

9.0 Owner's Right to Stop Work

9.0.1 Owner may, at its discretion and without cause, order CMAR in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive days.

9.0.2 CMAR may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by Owner.

9.1 Termination for Convenience

9.1.1 The Owner may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the CMAR. In such event, Owner shall pay CMAR only the direct value of its completed Work and materials supplied as of the date of termination. CMAR shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2 If the Owner suspends the Work for one hundred eighty-one (181) consecutive days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such notice of termination for convenience, CMAR shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated. CMAR shall ensure that all subcontracts contain this same termination for convenience provision set forth in this Agreement.

9.1.3.4 At the Owner's sole discretion and if requested in writing by the Owner, assign to the Owner all rights, title and interest of CMAR under the subcontracts subject to termination.

9.1.3.5 Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of CMAR and in which the Owner has or may acquire an interest.

9.1.4 CMAR shall submit complete termination inventory schedules no later than one hundred twenty (120) days from the date of the notice of termination.

9.1.5 The Owner shall pay CMAR the following:

9.1.5.1 The direct value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable and direct, actual costs and expenses attributable to such termination. Reasonable costs and expenses shall not include, among other things, anticipated profit, anticipated overhead, or costs arising from CMAR's failure to perform as required under this Agreement.

9.1.5.3 CMAR shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it is determined that CMAR would have sustained a loss on the entire Work had they been completed, CMAR shall not be allowed profit and the Owner shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 CMAR shall maintain all records and documents for three (3) years after final settlement. These records shall be maintained and subject to auditing as prescribed in this Agreement.

9.2 The Owner's Right to Perform and Terminate for Cause

9.2.1 If the Owner provides CMAR with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and CMAR fails to comply in a time frame specified, the Owner may have work accomplished by other sources at CMAR's sole expense.

9.2.2 If CMAR persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in this Agreement.

9.2.3 Upon the occurrence of a terminable event, Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of CMAR's receipt of such notice.

9.2.3.1 If CMAR fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to CMAR of its intent to terminate within an additional seven (7) day period.

9.2.3.2 If CMAR, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare this Agreement terminated for default by providing written notice to CMAR of such declaration.

9.2.4 Upon declaring this Agreement terminated, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which CMAR hereby transfers, assigns and conveys to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5 In the event of such termination, CMAR shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, CMAR shall only be entitled to be paid for Work performed and accepted by the Owner prior to its default.

9.2.6 If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CMAR shall be obligated to pay the difference to Owner. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from CMAR's default.

9.2.7 If Owner improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of this Agreement.

9.3 Maintenance During Winter Shutdown of Work; Snow Removal

9.3.1 The Capital Improvements Division of the City of Flagstaff retains the right to declare a Winter Shutdown when, in the opinion of the Owner, it would be unreasonable to continue Work due to adverse weather conditions. The Winter Shutdown determination is at the sole discretion of the Owner. If Work has been suspended due to winter weather, the CMAR shall be responsible for maintenance and protection of the improvements and of partially completed portions of the Work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the CMAR is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the Owner. If the needed repairs and/or maintenance are not addressed within the timeframe, the Owner will accomplish the repairs and/or maintenance and deduct the cost from monies due or become due to the CMAR.

9.3.2 The Owner shall provide snow removal operations on active traffic lanes only. All other snow removal and maintenance operations shall be the responsibility of the CMAR. All cost associated with snow removal and proper disposal shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations.

9.3.3 Upon termination of the Winter Shutdown by the Owner, the CMAR shall have the right to complete the Work and the Project.

9.3.4 The CMAR shall be solely responsible for any and all costs incurred either as a direct or indirect result of a Winter Shutdown and shall hold the Owner harmless from the same.

Article 10 - Insurance and Bonds

10.0 Insurance Requirements

10.0.1 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by CMAR, its agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The Owner in no way warrants that the minimum limits contained herein are sufficient to protect CMAR from liabilities that might arise out of the performance of the work under this Agreement by CMAR, its agents, representatives, employees, or subcontractors. CMAR is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance

10.1.1 Commercial General Liability - Occurrence Form

General Aggregate/for this Project	$2,000,000/$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR."**

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this Agreement.

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit ("CSL")	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

10.1.3 Worker's Compensation: The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

10.1.4 Builders' Risk Insurance or Installation Floater $ N/A

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

10.1.4.1 The City of Flagstaff, CMAR, Subcontractors, Design Professional(s) and Design Professional(s)' consultant and any others with an insurable interest in the Work shall be Named Insureds on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

10.1.4.3 Coverage shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

10.1.4.4 Coverage shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 CMAR shall provide coverage from the time any covered property becomes the responsibility of CMAR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation Site, or awaiting installation, whether on or off Site.

10.1.4.6 Coverage shall contain a waiver of subrogation against the City of Flagstaff.

10.1.4.7 CMAR is responsible for the payment of all policy deductibles.

10.1.5 Umbrella/Excess Liability Insurance not less than $2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability as required above.

10.2 Additional Insurance Requirements

10.2.1 The policies shall include, or be endorsed to include the following provisions:

10.2.2 The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by CMAR even if those limits of liability are in excess of those required by this Agreement.

10.2.3 CMAR's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.4 Coverage provided by CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.2.5 The policies shall contain a Waiver of Subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed by the CMAR for the Owner.

10.3 Notice of Cancellation

10.3.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the Owner. Such notice shall be sent directly to the Purchasing Section by certified mail, return receipt requested.

10.4 Acceptability of Insurers

10.4.1 Insurance is to be placed with insurers who are duly licensed companies in the State of Arizona with an "A.M. Best" rating of A-7, or as approved by the City and licensed in the State of Arizona

with policies and forms satisfactory to the Owner. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

10.5 Verification Of Coverage

10.5.1 CMAR shall furnish the Owner with Certificates of Insurance (ACORD form or equivalent approved by the Owner) as required by this Agreement. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All Certificates of Insurance and endorsements are to be received and approved by the Owner before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

10.5.3 All Certificates of Insurance required by this Agreement shall be sent directly to City's Purchasing Section. The City project/contract number and project description shall be noted on the Certificate of Insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the Owner's requirements, the CMAR must submit a current Certificate of Insurance (dated within fifteen (15) days of the payment request submittal) with each payment request form. The payment request shall be rejected if the Certificate of Insurance is not submitted with the payment request.

10.6 Subcontractors

10.6.1 CMAR's Certificate(s) of Insurance shall include all Subcontractors as additional insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 Approval

10.7.1 Any modification or variation from the insurance requirements in this Agreement shall be made by the Owner Attorney's Office, whose decision shall be final. Such action shall not require a formal contract amendment but may be made by administrative action.

10.8 Bonds and Other Performance Security

10.8.1 Prior to execution of this Agreement, CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP.

10.8.2 Each such bond shall be executed by a surety company, or companies, holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two (2) years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in Arizona, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.8.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A-,7, or better for the prior four quarters" by the A.M. Best Company.

Article 11 - Indemnification

11.1 CMAR's Liability and Indemnification

11.1.1 To the fullest extent permitted by law, CMAR shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of CMAR, its employees, agents, or any tier of subcontractors in the performance of this Agreement. CMAR's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with the claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of CMAR or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services CMAR may be legally liable.

11.1.2 The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) dated the ___ day of _____, 20___ and used as the basis for the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Proposal, as accepted by the Mayor and Council per Council Minutes the ____ day of _____, 20__, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definitions section of this Agreement.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Agreement, the Contract Documents take precedence over the Design Phase Agreement

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between Owner and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 Amendments

12.2.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 Time is of the Essence

12.3.1 The Owner and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 Mutual Obligations

12.4.1 Owner and CMAR commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 Cooperation and Further Documentation

12.5.1 CMAR agrees to provide the Owner such other duly executed documents as shall be reasonably requested by the Owner to implement the intent of the Contract Documents.

12.6 Assignment

12.6.1 CMAR shall not, without the written consent of the Owner, assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents. Notwithstanding the Owner's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

12.7 Successorship

12.7.1 CMAR and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 Third Party Beneficiary

12.8.1 Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the Owner and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents shall be for the sole and exclusive benefit of Owner and CMAR and not for the benefit of any other party.

12.9 Governing Law

12.9.1 This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed, in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.10 Severability

12.10.1 If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 Compliance with All Laws

12.11.1 CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Agreement and to permit the Owner to verify such compliance.

12.12 Legal Requirements

12.12.1 CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.13 Construction Documents

12.13.1 It is not CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if CMAR recognizes that portions of the Construction Documents are at variance therewith, CMAR shall promptly notify the Design Professional and Owner in writing, describing the apparent variance or deficiency.

12.14 Independent Contractor

12.14.1 CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the Owner the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR shall follow the wishes of the Owner as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 The Owner's Right of Cancellation

12.15.1 All parties hereto acknowledge that this Agreement is subject to cancellation by the Owner pursuant to the provisions of A.R.S. § 38-511.

12.16 Survival

12.16.1 All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

12.17 Covenant against Contingent Fees

12.17.1 CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Owner Council, or any employee of Owner has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the Owner shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.18 No Waiver

12.18.1 The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.19 Notice

12.19.1 Notices may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

To CMAR:

Marco Spagnuolo, CEO
Eagle Mountain Construction, Inc.
3100 North Caden Court
Flagstaff, AZ 86004
marco@emcaz.com

To Owner:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: Emily Markel, Purchasing Manager
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With a copy to:

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

Design Professional(s):

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

12.19.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

To CMAR:

Marco Spagnuolo, CEO
Eagle Mountain Construction, Inc.
3100 North Caden Court
Flagstaff, AZ 86004
marco@emcaz.com

To Owner:

City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001
Attn: Emily Markel, Purchasing Manager
Phone: (928) 213-2276
emarkel@flagstaffaz.gov

With copies to:

City of Flagstaff

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

12.20 Confidentiality of Plans and Specification

12.20.1 Any plans or specifications regarding this Project shall be for official use only. CMAR shall not share them with others except as required to fulfill the obligations of this Agreement with the Owner.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by CMAR shall include the following language: “These plans are for official use only and may not be

shared with others except as required to fulfill the obligations of the Beulah/University Roadway Project Agreement with the City of Flagstaff."

12.21 CMAR and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, CMAR shall take such other measures, as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

12.21.1 Security Inquiries. CMAR acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). CMAR shall perform all such security inquiries and shall make the results available to Owner for all employees considered for performing work (including supervision and oversight) under this Agreement. Owner may make further security inquiries. Whether or not further security inquires are made by Owner, Owner may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by CMAR for performing work under this Agreement. Employees rejected by Owner for performing services under this Agreement may still be engaged by CMAR for other work not involving the Owner. An employee rejected for work under this Agreement shall not be proposed to perform work under other Owner Agreements or engagements without Owner's prior approval.

12.21.2 Criteria for Evaluating Security Inquiries. Once formally adopted by Owner, criteria for excluding an individual from performing work under this Agreement shall be communicated by Owner to CMAR and used by CMAR as a factor in making its decision. Prior to such adoption, CMAR shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with work performed under this Agreement, specific local concerns that deal with the specific work and work location(s) of the Project, and standards used by Owner in evaluating its own personnel.

12.21.3 Additional Owner Rights Regarding Security Inquiries. In addition to the foregoing, Owner reserves the right to: (1) have an employee/prospective employee of CMAR be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of CMAR 's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of CMAR performing work (including supervision and oversight) under this Agreement.

12.21.4 Background and Security-Contracts and Subcontracts. CMAR shall include the security inquiry terms of this Section for employee background and security checks and screening in all contracts and subcontracts for work performed under this Agreement, including supervision and oversight.

12.21.5 Materiality of Security Inquiry Provisions. The security inquiry provisions of this Agreement, as set forth above, are material to Owner 's entry into this Agreement and any breach thereof by CMAR may, at Owner's sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject CMAR to liability for its breach of this Agreement.

12.22 Hazardous Materials

12.22.1 Unless included in the Work, if CMAR encounters material on the Site which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by applicable law, it shall immediately stop work and report the condition to the Owner.

12.22.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by applicable law, CMAR shall not resume work in the affected area until the material

has been abated or rendered harmless. CMAR and the Owner may agree, in writing, to continue work in non-affected areas on the Site.

12.22.3 An extension of Contract Time may be granted in accordance with this Agreement.

12.22.4 CMAR shall comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.23 Computer Systems

12.23.1 CMAR shall warrant fault-free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault-free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of this Agreement.

12.24 Traffic Control

12.24.1 CMAR shall comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.25 No Boycott of Israel

12.25.1 Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Agreement 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 Agreement, will not engage in a boycott of Israel.

12.26 Forced Labor of Ethnic Uyghurs

12.26.1 If CMAR engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, CMAR 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 CMAR becomes aware during the term of the Contract that the company is not in compliance with the written certification, CMAR shall notify the Owner within five business days after becoming aware of the noncompliance. If CMAR does not provide the Owner with a written certification that CMAR has remedied the noncompliance within 180 days after notifying the Owner 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.

(Signatures Appear on the Next Page)

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20____.

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved only as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

Last updated February 28, 2024

EXHIBIT A - PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Agreement are to be performed:

The general project scope includes the following work:

The Project is located in Flagstaff, Arizona between the Rio de Flag drainage crossing at I-40 and the Wildcat Hill Wastewater Treatment Plant and can be generally described as the construction of a 5200 LF of additional sewer main paralleling the existing sewer main between the I-40 and the Wildcat Hill Wastewater Treatment Plant. The project will include installation of the parallel sewer within ADOT Right of Way and State Land Parcels. Portions of the alignment are within the Floodway and Floodplain of the Rio De Flag. The existing wastewater flow must be maintained at all times. This project will be delivered through the CMAR project delivery process.

CMAR Construction Phase Services include coordination with various agencies, while performing the construction of the proposed improvements per the approved construction documents at the contracted GMP. The anticipated services include but are not limited to the following:

- Participate in a Pre-Construction Meeting.
- Perform and provide a pre-construction video and/or images of the site and adjacent properties.
- Provide Sewer Bypass plan for approval by the City of Flagstaff Water Services Department prior to construction.
- Prior to construction of the project provide or acquire all documents necessary to construct the Project including:
  - Bonds, Insurance, Permits, Material Submittals, etc.
  - Permit fees paid for by the City of Flagstaff
  - Bond and insure the construction in accordance with state and city requirements.
- Construct improvements per the approved construction documents.
- Self-perform at least 45% of the work as set forth in A.R.S. § 34-605(G)2 and solicit bids from qualified subcontractors to perform applicable portions of the work.
- Coordinate inspections and testing of all work including City Inspections & Testing.
- Coordinate weekly construction meetings.
- Maintain and update Project Master Schedule.
  - Identify activity sequencing, durations, and milestone dates.
- Ensure record As-built Drawings are kept current, accurate, and developed per the Owner's standards.
- Procurement of materials and services.
- Schedule and manage site operations.
- Provide all construction surveying and staking.
- Maintain a safe work site.
- Establish and maintain the Stormwater Pollution Prevention Plan (SWPPP).

The final scope of services will be negotiated after a qualified Contractor is selected.

EXHIBIT B – GMP SUBMITTAL (TO BE ATTACHED)

PROJECT #: 2025-94 Construction Phase 1 – GMP 1 **DATE: June 17, 2025**
PROJECT NAME: Wildcat Interceptor Sewer Upsizing Project

June 17, 2025

Jackson Salazar
Project Manager – Water Services
City of Flagstaff
Flagstaff, AZ 86004

Re: Wildcat Sewer Interceptor & BNSF Utility Relocation CMAR ("Project")
Construction Manager at Risk – Guaranteed Maximum Price ("GMP") 1

Dear Mr. Salazar,

Eagle Mountain Construction ("EMC") is submitting GMP 1 for the above referenced Project.

The Wildcat Sewer Interceptor (designed by Ardurra) and the BNSF Utility Relocation (designed by The WLB Group) projects are designed to replace the existing undersized pipeline feeding the Wildcat Hill Wastewater Treatment Plant, with an upsized 42" and 48" collection system.

This GMP 1 is based on 90% plans and is mainly for the pre-purchase of long lead items requiring shop drawing generation, submittal review & approval prior to ordering, as well as to mitigate the lengthy fabrication and delivery time frames. As we continue to solicit and contract with vendors, as well as analyze additional VE opportunities, we will account for whatever adjustments may arise in the anticipated GMP 2 for the balance of the scope, expected to be submitted within the next couple of months.

Also over these next couple of months we will be finalizing the Master Schedule and developing the Project Management Plan, detailing the parameters of access and logistics with neighboring properties, Purina, ADOT and BNSF.

Lastly, it requires noting that due to recent events related to the federal government's tariff policies, there is significant volatility in the supply and pricing of most commodities and materials in our industry. As always, EMC strives to mitigate those impacts with our subs & vendors in various ways, however, should there be supply or cost effects beyond our control, EMC reserves the right to submit for equitable adjustments as needed.

We are honored to be apart this Team and appreciate the opportunity to work with you, the City, the engineers, and the relevant stakeholders to deliver another successful project to the City of Flagstaff!

Sincerely,

Eagle Mountain Construction

Marco Spagnuolo
CEO

Wildcat Sewer Interceptor CMAR - GMP 1

Keynote	DESCRIPTION	QTY	Unit	Unit Cost	Total
WILDCAT SEWER INTERCEPTOR					
	42" ADS SANITITE PIPE	1,090	LF	$ 190.00	$ 207,100.00
	48" ADS SANITITE PIPE	4,290	LF	$ 220.00	$ 943,800.00
	JUNCTION STRUCTURE 1	1	EA	$ 395,000.00	$ 395,000.00
	JUNCTION STRUCTURE 2	1	EA	$ 388,000.00	$ 388,000.00
	JUNCTION STRUCTURE 3	1	EA	$ 401,000.00	$ 401,000.00
	48" POLYMER MANHOLE	3	EA	$ 19,000.00	$ 57,000.00
	60" TEMP BYPASS MANHOLE	4	EA	$ 17,500.00	$ 70,000.00
	72" POLYMER MANHOLE	3	EA	$ 46,500.00	$ 139,500.00
	84" POLYMER MANHOLE	17	EA	$ 63,250.00	$ 1,075,250.00
	96" POLYMER MANHOLE	1	EA	$ 97,000.00	$ 97,000.00
BNSF RELOCATION					
	60" POLYMER MANHOLE	2	EA	$ 28,750.00	$ 57,500.00
	42" DIP CL 350 SEWER PIPE	270	LF	$ 725.00	$ 195,750.00
MISCELLANEOUS					
	MOBILIZATION, YARD SETUP & STAGING	1	LS	$ 175,000.00	$ 175,000.00
	SURVEY & STAKING	1	LS	$ -	$ -
	TRAFFIC CONTROL & MAINTENANCE	1	LS	$ 7,500.00	$ 7,500.00
	AS-BUILTS\RECORD DRAWINGS	1	LS	$ -	$ -
	QC TESTING & VERIFYING	1	LS	$ -	$ -
	SWPPP INSTALLATION & MAINTENANCE	1	LS	$ 15,000.00	$ 15,000.00
CONTRACT ALLOWANCES					
	ROCK EX	2,500	CY	$ -	$ -
	UNSUITABLE SOIL	1,000	CY	$ -	$ -
	TBD	1	LS	$ -	$ -
	TBD	1	LS	$ -	$ -
SUMMARY					
COST OF WORK					**$ 4,224,400.00**
GENERAL CONDITIONS (GC'S) (Percent of Cost of the Work)		1.64%			$ 69,200.00
SUBTOTAL #1 - Cost of the Work + GC's					**$ 4,293,600.00**
CONSTRUCTION FEE (Fee) (Percentage of Subtotal #1)		12.00%			$ 515,232.00
SUBTOTAL #2 - Cost of the Work + GC's + Fee					**$ 4,808,832.00**
PERFORMANCE & PAYMENT BOND (Percentage of Subtotal #2)		0.90%			$ 43,279.49
SUBTOTAL #3 - Cost of the Work + GC's + Fee + Bonds					**$ 4,852,111.49**
INSURANCE (Percentage of Subtotal #3)		1.00%			$ 48,521.11
SUBTOTAL #4 - Cost of the Work + GC's + Fee + Bonds + Insurance					**$ 4,900,632.60**
SALES TAX (Percentage of GMP)		5.97%			$ 292,469.81
CMAR CONTINGENCY & POSSIBLE PRICE ESCALATION ALLOWANCE		1.2%			$ 50,000.00
GMP					**$ 5,243,102.42**
OWNERS CONTINGENCY (Percentage of Cost of the Work)		2.5%			$ 131,077.58
CONTRACT PRICE					**$ 5,374,180.00**

Wildcat Interceptor Upsizing

CMAR Construction Services Agreement Phase 1 – GMP 1

July 1, 2025

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Introduction

- Project Background
- Sewer Collection System Capacity
- Project Description
- Cost and Schedule



Project Background

- Meets priorities from Sewer Master Plan
- Replaces aging infrastructure
- Provides additional sewer collection system capacity



Sewer Collection System Capacity

ADEQ Arizona Department of Environmental Quality

ENGINEERING REVIEW
CAPACITY ASSURANCE
SEWAGE COLLECTION SYSTEM

1 PROJECT INFORMATION

Project Name: _____

Base Design Flow (AAC R18-9-E301 (D)(1)(a)): _____ (MGD)

Maximum Sewage Flows (AAC R18-9-E301 (D)(1)(b)): (MGD)

2 DOWN STREAM SEWAGE COLLECTION SYSTEM CAPACITY

Available Capacity: _____ (MGD)

Total flow Approved Upstream From Point of Connection: _____ (MGD)

[X] A map of the location used to calculate Available Capacity is attached.

- State Code requires capacity tracking
- Sewer collection system is nearing capacity from continued development and population growth
- Upsizing necessary to prevent SSOs

Project Description

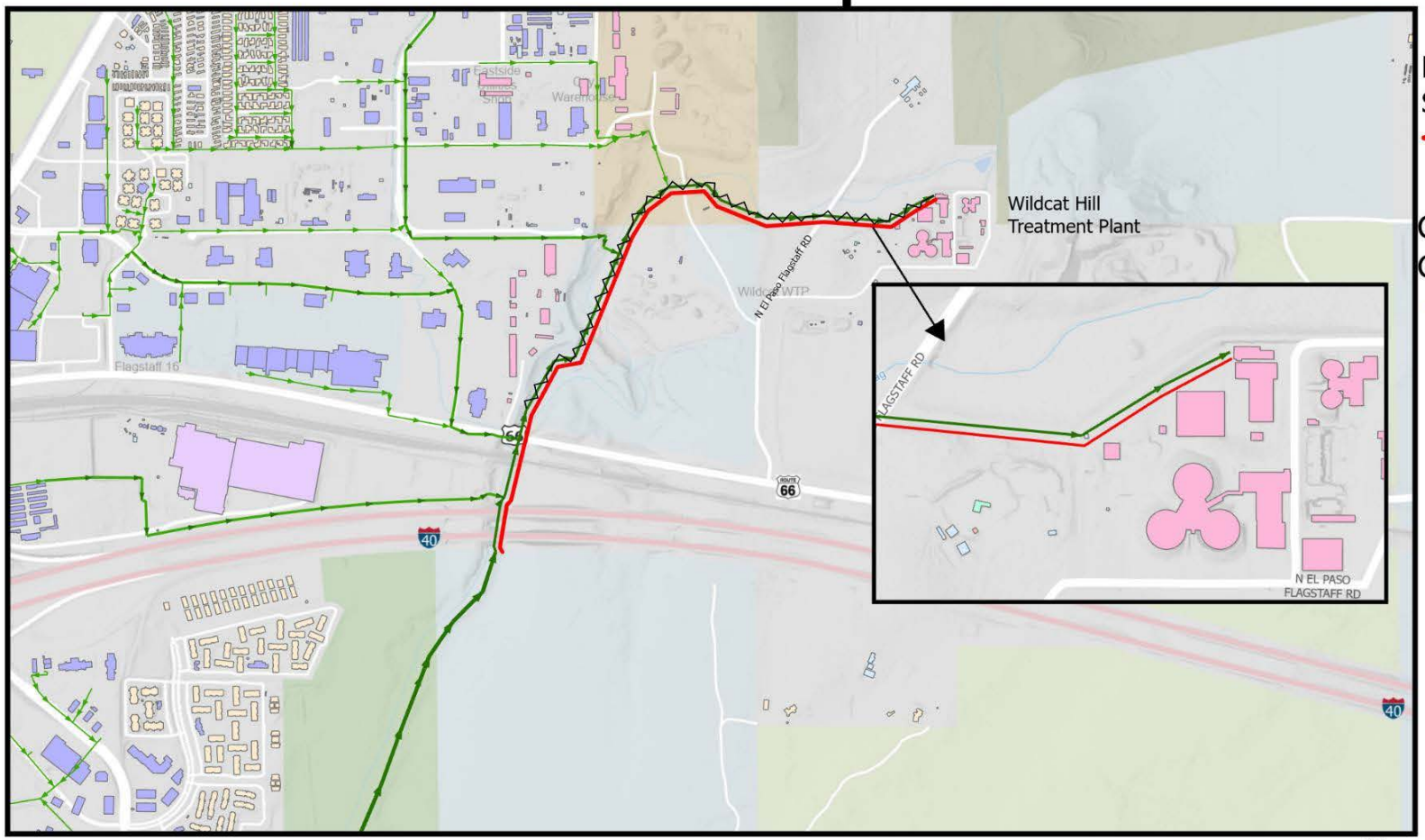
- Installs a new parallel 42” and standalone 48” sewer main
- Crosses BNSF and ADOT right of ways
- Requires sewer bypass pumping





Project Scope

Sewer Interceptor Line



Cost and Schedule

- Cost for Phase 1 - GMP 1 is $5,374,180.00 for materials and set-up of a materials storage yard.
- Project is expected to go to construction this fall and be completed by end of 2026
- Additional GMPs are anticipated to cover the remaining scope and any additional costs identified in the 100% plans

Questions?

City of Flagstaff, Arizona

Wildcat Interceptor Sewer Upsizing Project

CONSTRUCTION MANAGER AT RISK

DESIGN PHASE SERVICES

Agreement No. 2025-92

Mayor
Becky Daggett

Council

Austin Aslan
Anthony Garcia
Khara House
Lori Matthews
David Spence
Miranda Sweet

City Manager
Greg Clifton

Water Services Director
Lee Williams

Interim Community Development Director
Michelle McNulty

Public Works Director
Scott Overton

Engineering & Capital Improvements Director
Paul Mood

TABLE OF CONTENTS

ARTICLE **PAGE**

RECITALS **1**

AGREEMENT **1**

ARTICLE 1 - TERMS AND DEFINITIONS **1**

ARTICLE 2 - BASIC DESIGN PHASE SERVICES **5**

2.1 GENERAL 5
2.2 CONSTRUCTION MANAGEMENT PLAN 6
2.3 PROJECT MASTER SCHEDULE 6
2.4 DESIGN DOCUMENT REVIEWS 8
2.5 COST MODEL 9
2.6 ***SECTION LEFT INTENTIONALLY BLANK*** 10
2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS 10
2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS 13

ARTICLE 3 - PERIOD OF SERVICES **14**

ARTICLE 4 - CONTRACT PRICE AND PAYMENTS **15**

4.1 CONTRACT PRICE 15
4.2 PAYMENTS 15
4.3 ADDITIONAL DESIGN PHASE SERVICES 16

ARTICLE 5 - OWNER'S RESPONSIBILITIES **16**

ARTICLE 6 - AGREEMENT CONDITIONS **17**

6.1 PROJECT DOCUMENTS AND COPYRIGHTS 17
6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK 17
6.3 ALTERATION IN CHARACTER OF WORK 18
6.4 DATA CONFIDENTIALITY 18
6.5 PROJECT STAFFING 19
6.6 INDEPENDENT CONTRACTOR 19
6.7 SUBCONSULTANTS 19
6.8 TERMINATION 19
6.9 DISPUTE AVOIDANCE AND RESOLUTION 20
6.10 WITHHOLDING PAYMENT 20
6.11 RECORDS/AUDIT 20
6.12 INDEMNIFICATION 21
6.13 NOTICES 21
6.14 COMPLIANCE WITH ALL LAWS 22
6.15 CONFLICT OF INTEREST 22
6.16 CONTRACTOR'S LICENSE 23
6.17 SUCCESSORS AND ASSIGNS 23
6.18 FORCE MAJEURE 23
6.19 COVENANT AGAINST CONTINGENT FEES 23
6.20 NON-WAIVER PROVISION 23
6.21 JURISDICTION 23
6.22 SURVIVAL 24
6.23 MODIFICATION 24
6.24 SEVERABILITY 24
6.25 INTEGRATION 24
6.26 TIME IS OF THE ESSENCE 24
6.27 THIRD PARTY BENEFICIARY 24
6.28 COOPERATION AND FURTHER DOCUMENTATION 24

6.29 CONFLICT IN LANGUAGE 24
6.30 CANCELLATION FOR CONFLICT OF INTEREST 24
6.31 CONFIDENTIALITY OF PLANS & SPECIFICATIONS 24
6.32 BOYCOTT OF ISRAEL 24
6.33 FORCED LABOR ETHIC UYGHURS 24

ARTICLE 7 - INSURANCE 25

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE 25
7.2 OTHER INSURANCE REQUIREMENTS 26
7.3 SUBCONSULTANT INSURANCE 26
7.4 NOTICE OF CANCELLATION 27
7.5 ACCEPTABILITY OF INSURERS 27
7.6 VERIFICATION OF COVERAGE 27
7.7 APPROVAL 28

EXHIBIT A - PROJECT DESCRIPTION 29

EXHIBIT B - HOURLY RATE SCHEDULE 30

EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMP 31

EXHIBIT D - MONTHLY ANTICIPATE ADVERSE WEATHER DAYS 31

City of Flagstaff, Arizona

Wildcat Interceptor Sewer Upsizing Project
CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES
Agreement No. 20 25-92

This Design Phase Services Agreement ("Agreement"), made and entered by and between City of Flagstaff, a political subdivision of the State of Arizona ("Owner") and Eagle Mountain Construction, Inc., an Arizona corporation, hereinafter designated the ("Construction Manager at Risk" or "CMAR) is entered into on this 27 day of May, 2025.

RECITALS

A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute agreements for professional services and construction services.

B. The Owner intends to construct the *Wildcat Interceptor Sewer Upsizing Project* – Design Phase Services, as more fully described in Exhibit "A," attached ("Project".)

C. To undertake the construction administration of the Project, the Owner has entered into separate agreements with *Ardurra Group, Inc., a Florida Corporation* ("Design Professional(s)").

D. CMAR has represented to the Owner the ability to provide design phase services the Project, and based on this representation, the Owner hereby engages CMAR to provide these services and design the Project.

E. At the end of the design phase, at the Owner's discretion, the Owner may enter into a separate Construction Phase Services Agreement with CMAR for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Owner and CMAR as follows:

ARTICLE 1 - TERMS AND DEFINITIONS

"Addenda" - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

"Agreement (Contract)" - This written document signed by the Owner and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

"Alternate Systems Evaluations" - Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles which have the potential to reduce construction costs while still delivering a quality and functional Project that meets the Owner requirements.

"Change Directive" - A written order prepared and signed by the Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Change Order" - A type of contract amendment issued after execution of the Contract Documents where unanticipated or unforeseen circumstances in the Work have been encountered. Each Change Order shall be

signed by the Owner and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Price; the amount of the adjustment to the Contract Time; or other modifications of other Agreement terms.

"City (Owner)" - The City of Flagstaff, a political subdivision of the State of Arizona, with whom CMAR has entered into this Agreement and for whom the services are to be provided pursuant to said Agreement.

"CMAR" - The Contractor selected by the Owner to provide design phase services as detailed in this Agreement.

"CMAR Representative" - The designated CMAR Representative.

"CMAR Senior Representative" - The designated CMAR Senior Representative.

"Construction Documents" - Certain plans, specifications and drawings prepared by the Design Professionals after correcting for permit review requirements or dated plans and specifications specifically identified as the "Construction Documents" herein or in an Exhibit or Addendum which is attached hereto.

"Construction Fee" - CMAR's administrative costs for providing off-site management, supervision, General Conditions support, support of construction activities, home office overhead, and profit, as applicable to this Project, whether at CMAR's principal or branch offices.

"Contingency, CMAR's" - A fund to cover cost growth during the Project, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner to be used at the discretion of CMAR usually for costs that result from Project circumstances. The amount of CMAR's Contingency shall be negotiated as a separate line item in each GMP package. Use and management of CMAR's Contingency is described in this Agreement.

"Contingency, Owner's" - A fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from the Owner-directed changes or unforeseen Site conditions. The amount of the Owners' Contingency shall be set solely by the Owner and shall be in addition to the CMAR's GMP.

"Contract Documents" - The following items and documents in descending order of precedence executed by the Owner and CMAR: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; and (iv) GMP Plans and Specifications.

"Contract Price" - The cost for services for this Agreement.

"Contract Time(s)" - The number of days or the dates related to the construction phase, including authorized adjustments, allotted in the Construction Documents for Substantial and final Completion of the Work, subject to Winter Shutdown.

"Cost Models" - Cost tabulation for the construction of the Project developed by the CMAR and continually updated throughout the preconstruction phase fee and utilized to develop the Guaranteed Maximum Price Proposal. The Cost Model is created using the Design Professionals list of standard pay items.

"Cost of the Work" - The direct costs necessarily incurred by CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees, materials testing, and related items. The Cost of the Work shall not include CMAR's Construction Fee, General Conditions Cost, bonds, insurance, or taxes.

"Critical Path Method" or "CMP" - A scheduling technique used to predict project duration by analyzing which sequence of activities has the least amount of scheduling flexibility thus identifying the path (sequence) of activities which represent the longest time required to complete the Project. Delay in completion of the identified activities shall cause a delay in achieving Substantial Completion.

"Day(s)" - Calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables, Construction Phase Services Agreement" - The Work conducted by CMAR during the construction phase which may include, but is not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost models, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed Minority Business Enterprise/Women's Business Enterprise ("MBE/WBE") Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team and other services set forth in this Agreement or reasonably inferable therefrom.

"Deliverables, Design Phase Services Agreement" - The Work conducted by CMAR during the design phase which may include, but is not limited to: design recommendations, Project scheduling, constructability reviews, alternate systems evaluation, cost estimate, Minority Business Enterprise/Woman's Business Enterprise/Small Business Enterprise ("MBE/WBE/SBE") utilization, Subcontractor agreements, Subcontractor bid packages, GMP preparations and other services set forth in this Agreement or reasonably inferable therefrom.

"Design Professional(s)" - A qualified, licensed design professional who furnishes design, construction documents, and/or construction administration services required for the Project.

"Drawings (Plans)" - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase, and which have been prepared or approved by the Design Professional(s) and the Owner. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional(s) solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost models (e.g., conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *"not for construction"*. Shop Drawings are not Drawings as so defined.

"Differing Site Conditions" - Concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" - 100% completion of all construction Work noted in, or reasonably inferred from, the Contract Documents, including but not limited to, all Punch Lists work, all record and close-out documents specified in Owner's Project specifications and Owner training/start up activities.

"Float" - The number of Days by which an activity can be delayed without lengthening the CMP and extending the Substantial Completion date.

"General Conditions Costs" - All on-site Project-specific costs required to perform the Work, but not itemized or included in the Cost of the Work. Includes, but is not limited to, the following types of costs for CMAR during the construction phase: (i) payroll costs for Project manager or CMAR for Work conducted at the Site, (ii) payroll costs for the superintendent and full-time general foremen, (iii) payroll costs for other management personnel resident and working at the Site, (iv) workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), (v) costs of offices and temporary facilities setup solely for this Project including office materials, office supplies, office equipment and minor expenses, (vi) cost of utilities, fuel, sanitary facilities and telephone services at the Site; (vii) costs of liability and other applicable insurance premiums not include in labor burdens for direct labor costs; (viii) costs of bonds premiums; (ix) costs of consultants not in the direct employee of CMAR or Subcontractors.

"Guaranteed Maximum Price" ("GMP)" - The sum of the maximum Cost of the Work; the Construction Fee, General Conditions Costs, taxes, and CMAR's Contingency.

"GMP Plans and Specifications" - Plans and specifications upon which the Guaranteed Maximum Price Proposal is based.

"Guaranteed Maximum Price (GMP) Proposal" - The offer or proposal of CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase or phases. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Agreement.

"Legal Requirements" - All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" - The directive issued by the Owner, authorizing CMAR to start Work.

"Opening Physical Conditions" - The current physical conditions present on the Site as jointly documented by an inspection of the Site by Owner and CMAR at the Pre-construction Conference.

"Owner's Representative" - The designated City Project Manager.

"Owner's Senior Representative" - The City of Flagstaff's designated Division/Department Head.

"Performance Period" - The period of time allotted in the Contract Documents to complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Master Schedule.

"Payment Request" - The form used by CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the Owner.

"Pre-construction Conference" - A Conference held between Owner and CMAR prior to the commencement of any Work, as scheduled by the Owner's Representative or designee.

"Product Data" - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CMAR to illustrate materials or equipment for some portion of the Work.

"Project" - The Work to be completed in the execution of this Agreement, as amended, and as described in the Recitals above and in Exhibit "A" attached.

"Project Team" - The design phase services team consisting of the Design Professional(s), CMAR, the Owner's Representative, the Owner's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

"Schedule of Values (SOV)" - A statement furnished by CMAR to the Owner's Representative for approval, reflecting the portions of the GMP allotted for the various parts of the Work and used as the basis for evaluating CMAR's applications for progress payments.

"Shop Drawings" - All drawings, diagrams, schedules and other data specifically prepared for the Work by CMAR or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Site" - Land or premises on which the Project is located.

"Specifications" - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship, as applied to the Work, and certain administrative details applicable thereto.

"Subconsultant" - A person, firm or corporation having an agreement with CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

"Subcontractor" - An individual or firm having a direct agreement with CMAR or any other individual or firm having an agreement with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the Site for which CMAR is responsible.

"Submittals" - Documents and/or things that may be produced or presented by one party for consideration, review, or such other actions as may be required by this Agreement by another party, entity or person. Examples of Submittals include, but are not limited to, preliminary or evolving drafts, product data samples, etc.

"Substantial Completion" - The construction services for the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner's Representative, as evidenced by a Certificate of Substantial Completion, such construction services are sufficiently complete in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; without any outstanding concurrent Work at the site, except as may be required to complete or correct Punch List items. If no such certificate is issued, Substantial Completion takes place when the construction services Work or a Construction Phase is complete and ready for final payment as evidenced by the written recommendation of final payment by the Owner's Representative. The terms "substantially complete" and "substantially completed" as applied to all or part of the construction Work refers to Substantial Completion thereof.

"Supplier" - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct agreement with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

"Winter Shutdown" - The period of time typically including December through March during which no Work will be performed by any person or entity (including, but not limited to, the CMAR) on the Project and CMAR shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the Owner reserves the right to initiate and terminate a Winter Shutdown at the Owner's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the Owner despite delays, *for any reason,* on the Project.

"Work" - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 CMAR, to further the interests of the Owner, shall perform the services required by, and in accordance with this Agreement, to the satisfaction of the Owner, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Flagstaff, Arizona would exercise at such time, under similar conditions. CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.

2.1.2 Program Evaluation. As a participating member of the Project Team, CMAR shall provide to the Owner and Design Professional(s) a written evaluation of the Owner's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings. CMAR shall attend Project Team meetings which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.

2.1.4 CMAR shall provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. CMAR shall promptly notify the Owner in writing whenever CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost models, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 CMAR, when requested by the Owner, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. CMAR shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is

required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

2.2.1 CMAR may, and at the written request of the Owner, shall prepare a Construction Management Plan ("CMP"), which, at the written request of the Owner, shall include CMAR's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost models and basis of the GMP Proposal, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

2.2.2 CMAR may, and at the written request of the Owner, shall add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may, and at the written request of the Owner shall, take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the Owner, Design Professional(s) or CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the Owner.

2.3 PROJECT MASTER SCHEDULE

2.3.1 The fundamental purpose of the "Project Master Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Master Schedule requirements. CMAR shall develop and maintain the "Project Master Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Master Schedule shall be consistent with the most recent revised/updated CMP. The Project Master Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the Owner. CMAR shall use scheduling software to develop the Project Master Schedule that is acceptable to the Owner. The Project Master Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Master Schedule shall indicate milestone dates for the phases once determined.

2.3.2. The Project Master Schedule shall include a CPM diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the CPM.

2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram schedule shall be presented in a time scaled graphical format for the Project as a whole.

2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.

2.3.2.3 The activities making up the CPM diagram schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Formulation of the Project Master Schedule must also be based on the Opening Physical Conditions of the Site and any potential Winter Shutdown in the event the Work on the Project is delayed for any reason.

2.3.2.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values.

2.3.2.5 The CPM diagram schedule shall show all Submittals associated with each work activity and the review time for each submittal.

2.3.2.6 The CPM diagram schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

2.3.2.7 The schedule shall include a CPM activity that reflects anticipated weather delay during the performance of this Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" Exhibit "D" attached, and the explanatory paragraphs attached thereto.

2.3.3 The Project Schedule shall consider the Owner's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

2.3.4 Float time shall be as prescribed below:

2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the Owner or CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

2.3.4.2 CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until or unless a delay occurs which extends the Work beyond the Substantial Completion date.

2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that the Owner-caused delays on the Project may be offset by Owner-caused time savings (e.g., CPM Submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.). In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all Owner-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

2.3.5 The Project Schedule shall be updated and maintained by CMAR throughout the design phase such that it shall not require major changes at the start of the construction phase to incorporate CMAR's plan for the performance of the construction phase Work. CMAR shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. CMAR shall include with such Submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.3.6 If phased construction is deemed appropriate and the Owner and Design Professional(s) approve, CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CMAR shall take into consideration such factors as natural and practical lines of Work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 CMAR shall evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost models, GMP Proposals and/or the Project Master Schedule.

2.4.2 CMAR shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CMAR to construct the Project. Before initiating construction operations, CMAR may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents.

2.4.3 CMAR shall meet with the Project Team, as required, to review designs during their development. CMAR shall familiarize itself with the evolving documents through the various design phases. CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CMAR shall advise the Project Team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CMAR shall recommend cost effective alternatives.

2.4.4 CMAR shall conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team and at a minimum as scheduled and identified by milestones in the Project Master Schedule. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

2.4.4.1 Constructability Reviews. CMAR shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, © the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2.4.4.2 Bidability Reviews. CMAR shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing Site conditions.

2.4.4.3 Results of the reviews shall be provided to the Owner in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the Owner, CMAR shall meet with the Owner and Design Professional(s) to discuss any findings and review reports.

2.4.4.4 CMAR's reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFI) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional(s) and not CMAR.

2.4.5 Notification of Variance or Deficiency. It is CMAR's responsibility to assist the Design Professional(s) in ascertaining that, in CMAR's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If CMAR recognizes that

portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it shall promptly notify the Design Professional(s) and Owner in writing, describing the apparent variance or deficiency. However, the Design Professional(s) is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations. The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, CMAR in cooperation with the Design Professional(s) shall perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team shall decide which alternatives shall be incorporated into the Project. The Design Professional(s) shall have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. CMAR shall include the cost of the alternatives into the cost models and any GMP Proposals.

2.5 COST MODEL

2.5.1 Unless otherwise agreed by both parties, within fourteen (14) days after receipt of the documents for the various phases of design, CMAR shall develop a detailed Cost Model for the entire Project for review by the Owner and the Design Professional(s). The Cost Model shall be prepared in a format agreed upon in advance by the Owner and the CMAR. It will be based on the Design Professional(s)' list of standard pay items.

2.5.2 During the review period, the Cost Model will be compared with the estimates prepared by the CMAR and the Owner. The Design Professional(s) and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the Owner shall make the final determination. Once approved by the Owner, the Cost Model will be continually updated and kept current as the design progresses throughout the Preconstruction Phase until a GMP is agreed upon by both the CMAR and the Owner.

2.5.3 The Cost Model shall not include the CMAR's preconstruction services fee, sums due to CMAR, the cost of land, right of way, or other costs which are the responsibility of the Owner. The CMAR shall communicate to the Project Team any assumptions made in preparing the Cost Model.

2.5.4 Each Cost Model submitted shall be accompanied by backup documentation which shall include, but not be limited to the following:

2.5.4.1 Unit prices and quantity take-offs using the Design Professional(s)' standard pay items;

2.5.4.2 Details of all allowances and unit price work shown and specified in the detailed design documents;

2.5.4.3 Include a list of all assumptions and description and breakdown of all allowances;

2.5.4.4 Material costs, equipment costs, labor costs, General Conditions costs, hourly labor rates, and total cost;

2.5.4.5 Copies of quotations from subcontractors and suppliers;

2.5.4.6 Portion of the work to be performed by subcontractors including subcontractors overhead and profit;

2.5.4.7 Production rates, transportation, and other facilities and services necessary for the proper execution of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work;

2.5.4.8 All fixed equipment, site improvements, utility and equipment installations;

2.5.4.9 Project overhead;

2.5.4.10 Allocated general and administrative expenses;

2.5.4.11 Bonds, taxes, insurance;

2.5.4.12 The CMAR's profit; and

2.5.4.13 Memoranda, narratives, reports, and all other information included by the CMAR to arrive at the price shown in the Cost Model or GMP.

2.5.5 If any Cost Model submitted to the Owner exceeds previously accepted Cost Models or the Owner's Project budget, CMAR shall make appropriate recommendations on methods and materials to the Owner and Design Professional(s) that CMAR believes shall bring the Project back into the Project budget.

2.5.6 In between these milestone estimates, CMAR shall periodically provide a tracking report, which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of CMAR to keep the Owner and Design Professional(s) informed as to the major trend changes in costs relative to the Owner's budget.

2.5.7 If requested by the Owner, CMAR shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the Owner in the financing process.

2.6 *SECTION LEFT INTENTIONALLY BLANK*

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.7.1 The proposed GMP for the entire Work (or portions thereof) shall be presented in a format acceptable to the Owner and utilizing the formulas as shown in Exhibit "C" attached. The Owner may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by CMAR shall be based on and consistent with the current update/revised cost model at the time of the request and shall include any clarifications or assumptions upon which the GMP Proposal(s) are based. CMAR guarantees to complete the Project at or less than the final approved GMP Proposal amount, plus approved Change Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.

2.7.2 The Contract Price is the sum of the GMP and the Owner's Contingency. The Contract Price is comprised of the following actual costs and is a not-to-exceed, reimbursable amount.

2.7.2.1 The General Conditions will be included in the GMP as a not-to-exceed, reimbursable amount paid for on actual costs based on submitted and approved invoices.

2.7.2.2 The Construction Fee is a firm fixed lump sum and shall be paid monthly in accordance with the percentage of completion of the work.

2.7.2.3 Bonds are actual costs and are a not-to-exceed reimbursable amount.

2.7.2.4 Insurance is actual costs and is a not-to-exceed reimbursable amount.

2.7.2.5 Taxes are deemed to include all sales, use, consumer and other taxes, which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective, or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

2.7.2.6 CMAR's Contingency is an amount CMAR may use at its sole discretion for increases in the Cost of the Work, legitimate unforeseen construction expenses, or expenses otherwise agreed to by the Owner, and for increases in General Condition Costs with written approval of the Owner. CMAR's Contingency shall

be included in the GMP amount provided by the CMAR, but all appropriate markups shall not be applied to the CMAR's Contingency at the time of GMP submission. At the time that the CMAR's Contingency is used the appropriate markups shall be applied, which shall only include Construction Fees, Bonds, Insurance, and Sales Tax. CMAR shall submit a Field Order Proposal, with supporting itemized schedule and pricing documentation, for Owner review and confirmation of appropriate CMAR's Contingency use for the project and for verification that appropriate markups are applied. The Owner has the authority to reject any use of the CMAR's Contingency if the Owner believes in its reasonable judgement that a portion or all the proposed amount is not a legitimate expense for the Project.

2.7.2.7 Owner's Contingency are funds to be used at the sole discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. Owner's Contingency shall be added to the GMP amount provided by the CMAR, the sum of which shall be the Contract Price for construction. At the time that Owner's Contingency is used, the appropriate markups shall be applied and shall only include Construction Fees, Bonds Insurance, and Sales Tax.

2.7.3 GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

2.7.4 CMAR, in preparing any GMP Proposal, shall obtain from the Design Professional(s), three (3) sets of signed, sealed, and dated plans and specifications (including all addenda). CMAR shall prepare its GMP in accordance with the Owner's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. CMAR shall mark the face of each document of each set upon which its proposed GMP is based. These documents shall be identified as the GMP Plans and Specifications. CMAR shall send one set of those documents to the Owner's Representative, keep one set and return the third set to the Design Professional(s).

2.7.5 An updated/revised Project Master Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Master Schedule updates/revisions shall continue to comply with the requirements of Section 2.3 above.

2.7.6 The Project Master Schedule required above shall include a preliminary Construction Schedule developed in a CPM with the first requested GMP. If subsequent GMP's are requested, CMAR shall include an updated CPM Construction Schedule with their GMP submittal.

2.7.7 GMP savings resulting from a lower actual Project cost than anticipated by CMAR remaining at the end of the project, shall revert to the Owner.

2.7.8 GMP Proposal(s) Review and Approval Process

2.7.8.1 The Owner may request a GMP from CMAR at any time during the performance of the design phase services. It is the Owner's expectation that the GMP shall not exceed the Owner-stated Project budget.

2.7.8.2 CMAR shall meet with the Owner and Design Professional(s) to review the GMP Proposal(s) and the written statement of its basis. In the event the Owner or Design Professional(s) discovers inconsistencies, inaccuracies or confusion in the information presented, CMAR shall make adjustments as necessary to the GMP Proposal, its basis or both.

2.7.8.3 CMAR's detailed cost model and GMP shall be reviewed by the Design Professional(s) and the Owner for reasonableness and compatibility with the Owner's Project and the Owner's budget. CMAR shall provide a response to the Design Professional(s) and Owner's questions and an explanation of differences between the Owner's Project budget and CMAR's cost model and corresponding GMP. Owner may require that such responses and explanations be submitted in writing. CMAR, Owner and Design Professional(s) shall engage in a mutually agreeable process in an effort to achieve a clearly understood mutually acceptable GMP.

2.7.8.4 If the GMP exceeds the Owner's Project budget, the Owner reserves the right to direct CMAR (and CMAR shall) work in conjunction with the Design Professional(s) to assist in the redesign of the Project

as necessary to meet the agreed upon program and the stated Project budget as follows:

2.7.8.4.1 After direction from the Owner, CMAR shall coordinate and cooperate with the Project Team to assist the Design Professional(s) in altering and re-drafting Construction Documents as necessary to accomplish the required reduction in cost.

2.7.8.4.2 CMAR shall develop and provide to the Owner a GMP in connection with the altered Construction Documents to accomplish the necessary reductions in cost.

2.7.8.4.3 CMAR shall analyze the Design Professional(s)' original submittal and as altered and redrafted Construction Documents and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the stated Project budget.

2.7.8.4.4 CMAR shall perform the work set forth in this Agreement without additional compensation.

2.7.8.4.5 The Owner, upon receipt of any GMP proposal from CMAR, may submit the GMP Plans and Specifications to a third-party for review and verification.

2.7.8.4.6 If the GMP Proposal is greater than the third-party estimate or if the Owner, for some other stated reason may desire, the Owner may require CMAR to reconfirm its GMP Proposal. CMAR shall accept the third-party's estimate for the cost of Work as part of its GMP Proposal or present a report within seven (7) days of a written request by the Owner for such a report identifying, explaining, and substantiating the differences and/or explaining other concerns the Owner may raise. CMAR may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the Owner.

2.7.8.4.7 If during the review and negotiation of GMP Proposals design changes are required, the Owner shall authorize and cause the Design Professional(s) to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents shall be furnished to CMAR. CMAR shall promptly notify the Design Professional(s) and Owner in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.7.8.5 After final submission of the GMP Proposal, the Owner may do any of the following:

2.7.8.5.1 Accept the CMAR original or revised GMP Proposal, if within the Owner's budget, without comment;

2.7.8.5.2 Accept the CMAR original or revised GMP Proposal that exceeds the Owner's budget, and indicate in writing to CMAR that the Project Budget has been increased to fund the differences; or

2.7.8.5.3 Reject the CMAR original or revised GMP Proposal in which event, the Owner may terminate this Agreement and/or elect to not enter into a separate Agreement with CMAR for the construction phase services associated with the scope of Work reflected in the GMP Proposal.

2.7.8.5.4 Upon acceptance by the Owner of a GMP Proposal, the Owner shall prepare, and CMAR shall execute, the Owner's specified form of Agreement to reflect the GMP, and the GMP as approved shall become part of the Construction Services Agreement. Within ten (10) days after execution of the Construction Services Agreement, CMAR shall provide to the Procurement Section a Performance Bond and a Labor and Material Payment Bond, each for 100% of the full Agreement price.

2.8 SUBCONTRACTORS AND MAJOR SUPPLIERS SELECTION

2.8.1 There are three (3) ways to select Subcontractors and Major Suppliers prior to submission of any GMP Proposal. They are:

2.8.1.1 A combination of qualifications and price derived through competitive bidding.

2.8.1.2 Qualitative selection with the subsequent negotiation of a price that is reasonable, a prudent use of public funds and in the Owner's best interest.

2.8.1.3 Absent special circumstances documented in writing by CMAR as set forth below, the combination of qualifications and price derived through the competitive bidding process shall be used to select Subcontractors and Major Suppliers. The Owner has the sole discretion as to whether to allow the purely qualitative selection of Subcontractors and Major Suppliers. In any event, CMAR shall ensure compliance with A.R.S. § 34-603 et seq.

2.8.2 The Owner may approve the selection of Subcontractors and Major Suppliers based only on their qualifications when CMAR can demonstrate, in writing, that it is in the best interest of the Project and that the selection process shall constitute a prudent use of public funds.

2.8.2.1 A purely qualification-based selection of Subcontractors and Major Suppliers shall only occur prior to the submittal of any applicable GMP Proposal.

2.8.2.2 CMAR shall prepare a Subcontractor and Supplier selection plan and submit the plan to the Owner for approval. CMAR shall apply the plan in the evaluation of the qualifications of Subcontractors and Major Suppliers and provide the Owner with its review and recommendation.

2.8.2.3 CMAR shall obtain Owner approval of the selected Subcontractors and Major Suppliers. If CMAR is to self-perform under this alternative, CMAR shall submit a detailed explanation and demonstration of the cost of the Work it shall self-perform. CMAR shall further provide documentation to demonstrate that for any Work that is self-performed, the cost of any such Work is a reasonable and prudent use of public funds. The Owner shall approve CMAR self-performance of any part of the Work and the cost therefore prior to accepting any GMP Proposal.

2.8.2.4 CMAR shall negotiate costs for services/supplies from each of the Subcontractors and Major Suppliers selected under this method.

2.8.2.5 Within three (3) days of negotiating cost for services/supplies from all Subcontractors and Major Suppliers selected under this method, CMAR shall then prepare a report for the Owner's approval identifying the recommended Subcontractors and Major Suppliers for each category of the Work to be performed. The report shall be in a format approved by the Owner's Representative and shall include, among other things, the amount of each such cost. CMAR shall, at its discretion or at the request of the Owner's Representative, request written verification of any costs selected. CMAR shall provide an explanation of the qualifying factors for each selection.

2.8.3 In all other cases, CMAR shall select Subcontractors and Major Suppliers pursuant to the following process, which includes a combination of qualifications and price, derived through competitive bidding or as may otherwise be agreed in writing by the parties. CMAR shall ensure that any such process is fully compliant with Arizona law.

2.8.3.1 CMAR shall develop the interest of Subcontractors and Major Suppliers, submit the names of a minimum of three (3) qualified Subcontractors and Major Suppliers selected pursuant to a qualifications-based procedure, for each trade in the Project for approval by the Owner and solicit bids for the various construction categories. If there are not three (3) qualified Subcontractors or Major Suppliers available for a specific trade or there are extenuating circumstances warranting such, CMAR may request approval by the Owner to submit less than three (3) names. Without prior written approval by the Owner, no change in the Owner-approved Subcontractors shall be allowed.

2.8.3.2 If CMAR desires to self-perform certain portions of the Work, it shall comply with, and be subject to, the requirements set forth in this Agreement.

2.8.3.3 If the Owner objects to any nominated Subcontractors and Major Suppliers to any nominated self-performed Work for good reason, CMAR shall nominate substitute Subcontractors or Major Suppliers.

2.8.3.4 CMAR shall distribute drawings and specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors and Major Suppliers.

2.8.3.5 CMAR shall receive, open, record and evaluate the bids. The apparent low bidders shall be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals, CMAR, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractors' and Major Suppliers' bids shall be done with the Owner representative in attendance to observe and witness the process. CMAR shall resolve any Subcontractors' or Major Suppliers' bid withdrawal, protest or disqualification in connection with the award at no increase in the cost of the Work.

2.8.4 Upon completion of the Subcontractors or Major Suppliers' selection process, CMAR shall submit a summary report to the Owner of the entire Subcontractor selection process, including, the selected Subcontractors for each category of Work. The report shall indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, compliance with Arizona law.

2.8.5 The selected Subcontractors and Major Suppliers shall provide a schedule of values, which shall be used to create the overall Project schedule of values.

2.8.6 CMAR shall contract with only Subcontractors and Major Suppliers who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.

2.8.7 Regardless of the selection procedure, CMAR is responsible for ensuring that the costs of the Subcontractor's and Major Supplier's services are reasonable and a prudent use of public funds.

2.8.8 Regardless of the selection procedure, and in any case, CMAR is solely responsible for the cost and performance of the selected Subcontractors and Major Suppliers. The Owner's approvals under this Agreement are not, and shall not, be construed to be a waiver, in part or in whole, of CMAR's responsibility and obligation to perform as set forth in this Agreement or any subsequent construction agreement or GMP and for the cost, or less than the cost, set forth in any GMP to which the parties agree.

ARTICLE 3 - PERIOD OF SERVICES

3.1 The design phase services described in this Agreement shall be performed by CMAR in accordance with the most current updated/revised Project Master Schedule. Failure on the part of CMAR to adhere to the Project Master Schedule requirements for activities for which it is responsible shall be sufficient grounds for termination of this Agreement by the Owner.

3.1.1 If CMAR fails to adhere to the approved Project Master Schedule, the Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) days of CMAR's receipt of such notice.

3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the Owner, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 4:00 p.m. (Flagstaff time) on the day of performance.

ARTICLE 4 - CONTRACT PRICE AND PAYMENTS

4.1 CONTRACT PRICE

4.1.1 The Owner shall pay CMAR a Contract Price for the design phase services Work as proposed by CMAR and accepted by the Owner:

Basic Design Phase Services	$ 78,750.00
Additional services and allowances, as described in Section 4.3:	
Reimbursable Expenses	$ 0.00
Total Design Phase Services Agreement Contract Price Not to Exceed	$ 78,750.00

4.2 PAYMENTS

4.2.1 Requests for monthly payments by CMAR for design phase services shall be submitted on the Owner's "Contract Payment Request" form and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of Work completed during the preceding month. Services negotiated as a not-to-exceed fee shall be paid in accordance with the Work effort expended on that service during the preceding month.

4.2.2 Fees for CMAR and any Subconsultants shall be based upon the Hourly Rate Schedule included as Exhibit "B" attached hereto.

4.2.3 CMAR shall pay all sums due Subconsultants for services and reimbursable expenses within fourteen (14) calendar days after CMAR has received payment for those services from the Owner.

4.2.4 CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the Owner during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the Owner of any of its legal rights herein.

4.2.5 No compensation to CMAR shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

4.2.6 If any service(s) executed by CMAR is delayed or suspended in whole or in part, for a period of more than one hundred eighty (180) days through no fault of CMAR, CMAR shall be paid for the services performed prior to the delay or suspension.

4.2.7 In no event shall the Owner pay more than ninety percent (90%) of the Contract Price until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 CMAR may be required to provide services in excess of those identified in this Agreement. Mark-ups are not authorized and only the reimbursables specifically identified below shall be reimbursed as authorized herein. Any additional services shall be requested by the Owner, in writing, prior to the delivery of said services. There shall be no payment by the Owner for any additional services provided prior to or without the written request of the Owner for said services.

4.3.2 When authorized by the Owner, CMAR shall be entitled to reimbursement at cost of design phase services related expenses incurred for the following items:

4.3.2.1 Reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc. not to exceed $50 per day), and authorized expenses while traveling (not to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expenses of $45) shall be reimbursed. CMAR shall provide detailed receipts for all reimbursable charges. Travel expenses shall not exceed $0.00 without further approval of the Owner.

4.3.2.2 Non-overhead printing expenses incurred including the printing of Construction Documents for bidding, courier services or other Project-related services that may be requested by the Owner. The cost of such service shall not exceed **$ 7,500.00** (reimbursable allowance) without further approval by the Owner.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.1 The Owner, at no cost to CMAR, shall furnish the following information:

5.1.1 One (1) copy of data the Owner determines pertinent to the work. However, CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the person designated to be the Owner's representative during the term of this Agreement. The Owner's Representative has the authority to administer this Agreement and shall monitor CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by the Owner on any aspect of the work or Deliverables shall be directed to the Owner's Representative.

5.2 The Owner additionally shall:

5.2.1 Contract separately, with one or more Design Professional(s), to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional(s) shall be provided to CMAR for its information. CMAR shall have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the Owner and Design Professional(s).

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by CMAR except for those copies whose cost has been reimbursed by the Owner.

5.2.3 Provide CMAR with adequate information in its possession or control regarding the Owner's requirements for the Project.

5.2.4 Give prompt written notice to CMAR when the Owner becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the Owner may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within

three (3) days of CMAR's receipt of such notice.

5.2.5 Notify CMAR of changes affecting the budget allocations or schedule.

5.3 The Owner's Representative shall have authority to approve the Project Budget and Project Master Schedule and render decisions and furnish information the Owner's Representative deems appropriate to CMAR.

ARTICLE 6 - AGREEMENT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

6.1.1 Owner Ownership of Project Documents. All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Agreement (collectively referred to as Project Documents) are to be and remain the property of the Owner and are to be delivered to the Owner's Representative before the final payment is made to CMAR. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of CMAR, which consent CMAR shall not unreasonably withhold, the Owner agrees to hold CMAR harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the Owner's alteration, modification or adaptation of the Project Documents.

6.1.2 CMAR to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by CMAR, its Subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to CMAR.

6.1.3 License to Owner for Reasonable Use. CMAR hereby grants, and shall require its Subcontractors to grant, a license to the Owner, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Agreement. This license shall also include the making of derivative works as guided by this Agreement.

6.1.4 Documents to Bear Seal. When applicable and required by state law, CMAR and its Subcontractors shall endorse by an Arizona professional seal all plans, works, and Deliverables prepared by them for this Agreement.

6.1.5 Records Inspection. The Owner and its employees, agents, and authorized representatives shall have the right at all reasonable times and during all business hours to inspect and examine CMAR's records related to this Agreement.

6.1.6 Record Retention. CMAR shall comply with the Owner's record retention policy regarding all records associated with the Project. This record retention requirement shall remain in effect following expiration of the Agreement or termination of the Agreement by either Party.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

6.2.1 CMAR shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Agreement and shall at its sole expense correct its work or Deliverables. Any damage incurred by the Owner as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to CMAR to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Flagstaff, Arizona would exercise under similar conditions. The fact that the Owner has accepted or approved CMAR's Work or Deliverables shall in no way relieve CMAR of any of its responsibilities under this Agreement, nor does this requirement to correct the Work or Deliverables constitute a waiver of any claims or damages

otherwise available by law or this Agreement to the Owner. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional(s).

6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an unanticipated or unforeseen alteration or modification in the character of Work or Deliverables results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Master Schedule, the Work or Deliverables shall nonetheless be performed as directed by the Owner. However, before any altered or modified Work begins, a Change Order or Amendment shall be approved and executed by the Owner and CMAR. Such Change Order or Amendment shall not be effective until approved by the Owner.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to CMAR may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done, or materials furnished, by CMAR shall be allowed by Owner except as provided herein, nor shall CMAR do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing. Work or material(s) furnished by CMAR without such prior written authorization shall be at CMAR's sole jeopardy, cost, and expense, and CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in this Agreement, data ("Data") means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by CMAR in the performance of this Agreement.

6.4.2 The parties agree that all Data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to CMAR in connection with CMAR's performance of this Agreement is confidential and proprietary information belonging to the Owner.

6.4.3 CMAR shall not divulge Data to any third party without prior written consent of the Owner. CMAR shall not use the Data for any purposes except to perform the services required under this Agreement. These prohibitions shall not apply to the following Data:

6.4.3.1 Data, which was known to CMAR prior to its performance under this Agreement unless such data was acquired in connection with work performed for the Owner;

6.4.3.2 Data which was acquired by CMAR in its performance under this Agreement and which was disclosed to CMAR by a third party, who to the best of CMAR's knowledge and belief, had the legal right to make such disclosure and CMAR is not otherwise required to hold such data in confidence; or

6.4.3.3 Data which is required to be disclosed by CMAR by virtue of law, regulation, or court.

6.4.4 In the event CMAR is required or requested to disclose Data to a third party, or any other information to which CMAR became privy because of any other Agreement with the Owner, CMAR shall first notify the Owner as set forth in this Article of the request or demand for the Data. CMAR shall timely give the Owner sufficient facts, such that the Owner can have a meaningful opportunity to either first give its consent or take such action that the Owner may deem appropriate to protect such Data or other information from disclosure.

6.4.5 CMAR, unless prohibited by law, within ten (10) calendar days after completion of services for a third

party on real or personal property owned or leased by the Owner, shall promptly deliver, as set forth in this section, a copy of all Data to the Owner. All Data shall continue to be subject to the confidentiality agreements of this Agreement.

6.4.6 CMAR assumes all liability for maintaining the confidentiality of the Data in its possession and agrees to compensate the Owner if any of the provisions of this section are violated by CMAR, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section shall be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any work or Deliverables under this Agreement, CMAR shall submit to the Owner, an organization chart for CMAR staff and Subcontractors and detailed resumes of key personnel listed in its response to the Owner's Request for Qualifications or subsequent fee proposals (or revisions thereto), that shall be involved in performing the services prescribed in this Agreement. Unless otherwise informed, the Owner hereby acknowledges its acceptance of such personnel to perform such services under this Agreement. In the event CMAR desires to change such key personnel from performing such services under this Agreement, CMAR shall submit the qualifications of the proposed substituted personnel to the Owner for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 CMAR shall maintain an adequate number of competent and qualified persons, as determined by the Owner, to ensure acceptable and timely completion of the scope of services described in this Agreement throughout the period of those services. If the Owner objects, with reasonable cause, to any of CMAR's staff, CMAR shall take prompt corrective action acceptable to the Owner and, if required, remove such personnel from the Project and replace with new personnel acceptable to the Owner.

6.6 INDEPENDENT CONTRACTOR

6.6.1 CMAR is and shall be an independent contractor and whatever measure of control the Owner exercises over the work or Deliverables pursuant to this Agreement shall be as to the results of the Work only. No provision in this Agreement shall give, or be construed to give, the Owner the right to direct CMAR as to the details of accomplishing the work or Deliverables. These results shall comply with all applicable laws and ordinances.

6.7 SUBCONTRACTORS

6.7.1 Prior to beginning the work or Deliverables, CMAR shall furnish, for the Owner's approval, the names of all Subcontractors to be used on this Project. All subsequent changes shall be subject to the approval of the Owner.

6.8 TERMINATION

6.8.1 The Owner and CMAR hereby agree to the full performance of the covenants contained herein, except that the Owner reserves the right, at its discretion and without cause, to terminate any or all services provided for in this Agreement or terminate any portion of the Project for which services have been performed by CMAR.

6.8.2 In the event the Owner terminates any or all of the services or any part of the services as herein provided, the Owner shall so notify CMAR in writing, and CMAR shall immediately after receiving such notice, discontinue advancing the Work specified under this Agreement and mitigate the expenditure, if any, of costs resulting from such termination.

6.8.3 CMAR, upon such termination, shall promptly deliver to the Owner all reports, estimates and other Work or Deliverables entirely or partially completed, together with all unused materials supplied by the Owner.

6.8.4 CMAR shall appraise the Work completed and submit an appraisal to the Owner for evaluation. The Owner shall have the right to inspect CMAR's Work or Deliverables to appraise the Work completed.

6.8.5 CMAR shall receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable direct costs and direct expenses attributable to such termination. The fee shall be paid in accordance with this Agreement and shall be an amount mutually agreed upon by CMAR and the Owner. The Owner shall make the final payment within sixty (60) days after CMAR has delivered the last of the partially or otherwise completed Work items and the final fee has been agreed upon.

6.9 DISPUTE AVOIDANCE AND RESOLUTION

6.9.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CMAR and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

6.9.2 CMAR and the Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between CMAR's Representative and the Owner's Representative.

6.9.3 If a dispute or disagreement cannot be resolved through CMAR's Representative and the Owner's Representative, CMAR's Senior Representative and the Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that shall assist the parties in resolving their dispute or disagreement.

6.9.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

6.10 WITHHOLDING PAYMENT

6.10.1 The Owner reserves the right to withhold funds from the Owner's progress payments up to the amount equal to the claims the Owner may have against CMAR, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of CMAR's direct personnel payroll, reimbursable expenses pertaining to the Project and records of accounts between the Owner and CMAR shall be kept on a generally recognized accounting basis and shall be available for up to three (3) years following final completion of the Project. The Owner, its authorized representative, and/or the appropriate federal agency, reserve the right to audit CMAR's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Agreement and any Change Orders. The Owner reserves the right to decrease the Contract Price and/or payments made under this Agreement if, upon audit of CMAR's records, the audit discloses that CMAR has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 CMAR shall include a provision identifying that generally recognized accounting practices shall be included in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Agreement to ensure the Owner, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The Owner reserves the right to decrease the Contract Price and/or payments made under this Agreement if the above provision is not included in Subconsultant,

Subcontractor, and Supplier Agreements, and one or more of those parties do not allow the Owner to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

6.12.1 To the fullest extent permitted by law, CMAR agrees to defend, indemnify and hold harmless the Owner, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentional acts, errors, mistakes, omissions, work or services of the CMAR related to the Work or Deliverables done in fulfilling the terms of this Agreement, or on account of any act, claim or amount arising out of or recovered under Workmen's Compensation Law, or arising out of the failure of CMAR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that CMAR shall be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies.

6.13 NOTICES

6.13.1 Notices or demands required to be given under this Agreement, may be given in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below ***and*** to legal counsel for the party to whom the notice is being given.

to CMAR:

Marco Spagnuolo, CEO
Eagle Mountain Construction, Inc.
3100 North Caden Court
Flagstaff, AZ 86004
marco@emcaz.com

to Owner:

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

With a copy to:

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

With a copy to Design Professionals:

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

Or to other such place and with such other copies as either party may designate as to itself by written notice to the other party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

6.14 COMPLIANCE WITH ALL LAWS

6.14.1 CMAR will comply with all applicable Federal, State, County and City laws, regulations and policies. CMAR understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. CMAR agrees to comply with these laws in performing the Contract Documents and to permit the Owner to verify such compliance.

6.15 CONFLICT OF INTEREST

6.15.1 To evaluate and avoid potential conflicts of interest, CMAR shall provide written notice to the Owner of any work or services performed by CMAR for third-parties that may involve or be associated with any real property or personal property owned or leased by the Owner. Such notice shall be given at least seven (7) business days prior to commencement of the Project by CMAR for a third party, or at least seven (7) business days prior to an adverse action as defined below. Written notice and disclosure shall be sent to:

Patrick Brown
Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

6.15.2 Actions considered to be adverse to the Owner under this Agreement include but are not limited to:

6.15.2.1 Using Data, as defined in this Agreement, acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the Owner;

6.15.2.2 Filing a notice of claim or lawsuit against the City of Flagstaff, testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City of Flagstaff; or

6.15.2.3 Using Data to produce income for CMAR or its employees independently of performing the services under this Agreement, without the prior written consent of the Owner.

6.15.3 CMAR represents that except for those persons, entities and projects previously identified in writing to the Owner, the services to be performed by CMAR under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the interests of the Owner.

6.15.4 CMAR's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of this Agreement.

6.16 CONTRACTOR'S LICENSE

6.16.1 Prior to award of this Agreement, CMAR shall provide to the Procurement Section, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.17 SUCCESSORS AND ASSIGNS

6.17.1 The Owner and CMAR and their partners, successors, assigns, and legal representatives shall each be bound to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the Owner nor CMAR shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. In no event shall any contractual relationship be created or be construed to be created as between any third party and the Owner. Notwithstanding the Owner's consent to assignment, CMAR as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms, and conditions of this Agreement.

6.18 FORCE MAJEURE

6.18.1 The parties acknowledge that there may be events that occur during the term of this Agreement that are beyond the control of both the Owner and the CMAR, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in temporary delay or permanent shut down of the work that is the subject of this Agreement. This may be caused by such things as stay-at-home orders, loss of labor force, supply chain delays, and other impediments to timely delivery of the Agreement.

6.18.2 The parties agree that there will be no claims arising from a temporary delay or permanent shut down caused by the events described above and that the Owner will pay no additional costs incurred because of such events.

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

6.19 COVENANT AGAINST CONTINGENT FEES

6.19.1 CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the Owner has any interest, financially, or otherwise, in CMAR. The Owner shall in the event of the breach or violation of this warranty, have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.20 NON-WAIVER PROVISION

6.20.1 The failure of either party to enforce any of the provisions of this Agreement or to require performance by the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.21 JURISDICTION

6.21.1 This Agreement shall be deemed to be made under, and shall be construed in accordance with, and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.22 SURVIVAL

6.22.1 All warranties, representations and indemnifications by CMAR shall survive the completion or termination of this Agreement.

6.23 MODIFICATION

6.23.1 No supplement, modification, or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Agreement, except as expressly provided herein to the contrary.

6.24 SEVERABILITY

6.24.1 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

6.25 INTEGRATION

6.25.1 This Agreement contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.26 TIME IS OF THE ESSENCE

6.26.1 Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

6.27 THIRD PARTY BENEFICIARY

6.27.1 This Agreement shall not be construed to give any rights or benefits in the Agreement to anyone other than the Owner and CMAR. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the Owner and CMAR and not for the benefit of any other party.

6.28 COOPERATION AND FURTHER DOCUMENTATION

6.28.1 CMAR agrees to provide the Owner such other duly executed documents as may be reasonably requested by the Owner to implement the intent of this Agreement.

6.29 CONFLICT IN LANGUAGE

6.29.1 All Work or Deliverables performed shall conform to all applicable Owner codes, ordinances and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and any Exhibits, the provisions in this Agreement shall prevail.

6.30 CANCELLATION FOR CONFLICT OF INTEREST

6.30.1 All parties hereto acknowledge that this Agreement is subject to cancellation for conflict of interest by the Owner pursuant to the provisions of A.R.S. Section 38-511.

6.31 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.31.1 Any plans or specifications received by CMAR regarding the Project are for official use only. CMAR may not share them with others except as required to fulfill Agreement obligations with the Owner.

6.32 NO BOYCOTT OF ISRAEL

6.32.1 Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Agreement 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 Agreement, will not engage in a boycott of Israel.

6.33 FORCED LABOR OF ETHNIC UYGHURS

6.33.1 If CMAR engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, CMAR 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 CMAR becomes aware during the term of the Contract that the company is not in compliance with the written certification, CMAR shall notify the Owner within five business days after becoming aware of the noncompliance. If CMAR does not provide the Owner with a written certification that CMAR has remedied the noncompliance within 180 days after notifying the Owner 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.

ARTICLE 7 - INSURANCE

CMAR shall procure and maintain for the duration of this Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work or Deliverables hereunder by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, and/or Suppliers. Insurance requirements related to any construction Work done during the design phase or during the construction phase shall be defined in a separate Agreement associated with the construction phase. CMAR shall cause all Subcontracts to contain identical terms and conditions to those included in this Article.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants that might arise out of the performance of the Work or Deliverables under this Agreement by CMAR, its agents, representatives, employees, Subconsultants, Subcontractors, or Suppliers and CMAR is free to purchase such additional insurance as it may determine necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CMAR shall provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

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

7.1.1.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident for Bodily Injury and Property Damage	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of CMAR, including automobiles owned, leased, hired or borrowed by CMAR."**

7.1.1.3 Workers Compensation and Employers Liability

CMAR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes.

Additional Insured Status. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, as additional insured AND be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Department of the City of Flagstaff. The absence of acceptable insurance and endorsement shall be deemed a breach of this agreement.

7.1.2 Self-Insured Retentions

Any self-insured retentions and deductibles greater than $10,000 shall be declared to and approved by the Owner.

7.2 OTHER INSURANCE REQUIREMENTS

7.2.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

7.2.1.1 The City, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of CMAR, including the Owner's general supervision of CMAR; products and completed operations of CMAR; and automobiles owned, leased, hired, or borrowed by CMAR.

7.2.1.2 The Commercial General Liability Insurance shall contain broad form contractual liability coverage and shall not exclude liability arising out of the explosion, collapse, or underground hazard ("EXU").

7.2.1.3 The City, its officers, officials, agents, and employees shall be additional insureds to the full limits of liability purchased by CMAR, even if those limits of liability are in excess of those required by this Agreement. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85.

7.2.2 CMAR's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of CMAR's insurance and shall not contribute to it.

7.2.3 CMAR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage provided by CMAR and its Subcontractors shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

7.2.4 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the Owner.

7.2.5 Workers' Compensation and Employers Liability polices are to contain, or be endorsed to contain, the following: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from work performed for the Owner.

7.3 SUBCONTRACTOR INSURANCE

7.3.1 CMAR's certificate(s) shall include all Subcontractors as insureds under its policies. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

7.4 NOTICE OF CANCELLATION

7.4.1 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Patrick Brown
Purchasing Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001
pbrown@flagstaffaz.gov

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed companies in the State of Arizona, and with an A.M. Best's rating of no less than A-,7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The Owner in no way warrants that the above required minimum insurer rating is sufficient to protect CMAR from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 CMAR shall furnish the Owner, Certificates of Insurance (ACORD form or equivalent approved by the Owner) with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsement(s) that restricts or limits coverages shall be clearly noted on the Certificate of Insurance.

7.6.2 All certificates and endorsements are to be received and approved by the Owner before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to the earlier of commencement of work under this Agreement or signing of this Agreement, and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of this Agreement.

7.6.3 All Certificates of Insurance required by this Agreement shall be sent directly to the Contracts Division. The Project Number and Project description shall be included on the Certificates of Insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

7.7 APPROVAL

7.7.1 Any modification or variation from the insurance requirements in this Agreement shall be approved by the City Attorney's Office, whose decision shall be final. Such action shall not require a formal Agreement amendment but may be made by administrative action.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on 5/27/2025.

CONSTRUCTION MANAGER AT RISK

Eagle Mountain Construction

Print name: Marco Spagnuolo

Title: CEO

CITY OF FLAGSTAFF

Lee Williams signed on 5/23/2025 1:41:35 PM

Print name:

Title: Division Director, Water Services

Attest:

Georgannis Staskey signed on 5/27/2025 8:21:27 AM

City Clerk

Approved as to form:

City Attorney's Office

Sterling Solomon signed on 5/22/2025 12:39:31 PM

Notice to Proceed issued:_____, 20___

Late updated February 28,2024

EXHIBIT A – PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Agreement are to be performed:

Exhibit A

3100 North Caden Ct.
Flagstaff, Arizona 86004

Mass Earthwork • Utilities • Concrete • Paving
AZROC #315942 & 315943

928-526-2587
www.emcaz.com

March 10, 2025

City of Flagstaff
Attn: Jackson Salazar
211 W. Aspen Ave
Flagstaff, AZ 86001

RE: **WILDCAT SEWER INTERCEPTOR UPGRADE ("PROJECT")**
CMAR DESIGN PHASE SCOPE AND FEE PROPOSAL

Eagle Mountain Construction ("EMC") appreciates the opportunity to provide this Design Phase Scope and Fee Proposal to the City of Flagstaff for the above Project. We believe the project team assembled, combined with thoughtful planning and execution, will provide an excellent product for the City of Flagstaff, and a positive experience for the stakeholders and the Flagstaff community.

SCOPE OF SERVICES:

TASK 1 – KICKOFF MEETING

- On 2/20/25, the EMC Team met with the City of Flagstaff and Ardurra Engineering to discuss the current state of the Project and review the 60% drawings. We discussed the project goals and critical success factors, as well as desired tasks and milestones for the Design Phase. The salient points are addressed in this scope and fee proposal.

TASK 2 – PUBLIC OUTREACH

- It was determined by the City Staff that no outsourced public outreach would be needed.

TASK 3 – FRANCHISE UTILITY & STAKEHOLDER MEETINGS

Coordination meetings generally involve communication of the project scope and schedule to applicable stakeholders, then hearing and addressing any needs and concerns they may have. For this project, access will also be discussed due to the location adjacent to these stakeholders' infrastructure and ROW. We have included (12) coordination meetings with applicable stakeholders, including El Paso Gas, Unisource, ADOT, BNSF, Purina, Coconino County, COF Wildcat plant, and APS.

TASK 4 - 6 – DESIGN REVIEW, COST MODEL & PRELIMINARY PROJECT SCHEDULING

- EMC will internally review and comment on the 60%, 90%, Final 1 and Final 2 design plans. EMC will evaluate constructability and cost saving alternatives and provide comments and suggestions to the design team and City of Flagstaff.
- EMC will provide cost models at the 60%, 90%, Final 1 and Final 2 stages. These models will identify the schedule of value line items and will be adjusted and modified as the design progresses. EMC will seek a minimum of three bids from applicable vendors, when possible. Flagstaff is a unique market, with limited and sometimes one vendor to choose from. Also, for key vendors such as the pedestrian tunnel install and the traffic signals, EMC will seek the best value vendor, weighing factors such as experience, schedule and design phase involvement.
- EMC will evaluate long lead items and make recommendations for a pre-purchase GMP for those items that could affect the over-all project schedule and goals.

- EMC will develop the Project Master Schedule and provide updates at each stage and phase of the design and will include ARDURRA's design schedule. Coinciding with Project Master Schedule development is the Construction Management Plan, which will include items such as the construction phasing and traffic routing plans. These will all be utilized in the public outreach meetings as well.

TASK 7 – SUBCONTRACTOR AND SUPPLIER PROCUREMENT

- As mentioned above, subcontractors and suppliers will be solicited, scoped, and chosen in the design phase, but of course not contracted until the GMP is approved, and the Contract is issued to EMC from the City. EMC will seek the services of local vendors, while keeping in mind critical success factors such as experience, schedule, safety, and value-added suggestions in the design phase.

TASK 8 – GMP DEVELOPMENT

- EMC will take the cost models at the Final 2 design stage and develop the final GMP, Master Schedule, as well as all additional documents required for Council approval.

TASK 9 – KEY SUBCONTRACTOR – DESIGN PHASE INVOLVEMENT

- EMC feels the boring scope is a critical scope that deserves the involvement from a qualified subcontractor. EMC will seek initial proposals and project commitment from selected subcontractors and engage the most qualified to provide pre-construction services.

Again, Eagle Mountain sincerely thanks the City of Flagstaff for the opportunity to provide CMAR services for the Project, and we look forward to another successful Project with the City of Flagstaff.

Thank you,

Eagle Mountain Construction

Marco Spagnuolo
CEO

EXHIBIT B – HOURLY RATE SCHEDULE

(See Attached Fee Sheet)

Eagle Mountain Construction
3100 N. Caden Ct. - Flagstaff, AZ 86004
AZ ROC 315942, 315943

Phase Fee Proposal

To: City of Flagstaff
Project: Wildcat Sewer Interceptor Upgrade CMAR
Date: 3/10/2025
Rev #: 0

			Rate :	*$ 175*	*$ 160*	*$ 135*	*$ 65*				
TASK	**ITEM DESCRIPTION**	**# of Meetings**	**Project Director Hrs.**	**Project Manager(s) Hrs.**	**Superintendent Hrs.**	**Proj Adm \ SWPPP Hrs.**	**Direct Labor Hrs.**	**Direct Labor Total**	**Sub-consultants**	**TOTAL**
1	Partnering & Coordination Meetings	8	16.0	16.0	16.0	0.0	48.0	$ 7,520	$ -	$ 7,520
2	Public Outreach Meetings - N\A	0	0.0	0.0	0.0	0.0	0.0	$ -	$ -	$ -
3	Franchise Utility & Stakeholder Coordination Meetings	12	24.0	24.0	12.0	0.0	60.0	$ 9,660	$ -	$ 9,660
4	60% Design Review, Cost Model & Project Schedule		40.0	80.0	16.0	0.0	136.0	$ 21,960	$ -	$ 21,960
5	90% Design Review, Cost Model & Project Schedule		20.0	20.0	8.0	0.0	48.0	$ 7,780	$ -	$ 7,780
6	Final 1 & 2 Design Review, Cost Model & Project Schedule		24.0	24.0	4.0	0.0	52.0	$ 8,580	$ -	$ 8,580
7	Sub & Supplier Scoping & Bid Solicitation		40.0	20.0	2.0	40.0	102.0	$ 13,070	$ -	$ 13,070
8	Final GMP(s) & Management Plan Documents		8.0	8.0	0.0	0.0	16.0	$ 2,680	$ -	$ 2,680
9	Key Subcontractor Plan Review & Budgeting - ***ALLOWANCE***		*0.0*	*0.0*	*0.0*	*0.0*	*0.0*	*$ -*	*$ 7,500*	*$ 7,500*
TOTALS:			**172**	**192**	**58**	**40**	**462**	**$ 71,250**	**$ 7,500**	**$ 78,750**

Exclusions & Clarifications

- Potholing is excluded. It's assumed the engineering firms will pothole for utility verifications. EMC will request additional locations if needed.
- Permitting costs (City & 404) are excluded. EMC will apply for permits if needed.
- Actual SWPPP Plans for ADEQ or regulatory review are excluded. EMC will submit for NOI's during construction.
- Meetings are assumed to be on average 2 hrs. each.

EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMPs

Submit an electronic/(PDF) GMP Proposal or Proposals to the Owner's Project Representative.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values
4. List of Plans and Specifications
5. List of Clarifications and Assumptions
6. Project Master Schedule

1. Scope of work

Include the Contract #, Project Name, and submittal date. Provide a brief description of the work to be performed by CMAR and major points that CMAR and the Owner shall be aware of pertaining to the scope.

2. Summary of the GMP

Include a total cost for each of the cost components of the GMP requested under this Agreement. The CMAR shall present this information in the format shown on the attached table. All costs should be listed individually for future use. The General Conditions Costs shall include a detailed breakdown of itemized costs separate but similar to the Schedule of Vales.

3. Schedule of Values

Provide a summary spreadsheet with the estimated cost organized by subagreement categories, contingencies, general conditions, taxes, bonds, insurances, and construction fee. Additionally, provide supporting documents for the spreadsheet in an organized manner that correlates with the schedule of values. The backup information shall consist of the most current version of the Cost Model utilized to develop the GMP.

4. List of Plans and Specifications

Provide a list of plans and specifications with latest issuance date including all addenda used in preparation of the GMP proposal. This document must be date stamped and signed by CMAR.

5. List of Clarifications and Assumptions

Provide a list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal. This information is intended to supplement the information contained within other documents submitted to the Owner.

6. Project Master Schedule

Provide a Critical Path Method (CPM) diagram and other information to identify the Project Master Schedule.

(**Do not acquire bond or insurance until notified by the Owner's Project Representative.**)

NOTE: Keep the submittal package as simple as possible all on 8 ½ x 11 sheets. Color or shading shall be kept to a minimum. If used, make sure the color or shading shall not affect the reproduction of the submittal. For questions regarding the submittal requirements, please contact Patrick Brown, Purchasing Director (pbrown@flagstaffaz.gov).

CITY OF FLAGSTAFF SAMPLE GMP SUMMARY TABLE

	A	B	D	E	
1	**ITEM DESCRIPTION**			**TOTAL**	
2	**DIRECT COSTS**				
3	COST OF THE WORK			$ 8,000,000.00	Total Cost of the Schedule of Values
4	**INDIRECT COSTS**				
5	GENERAL CONDITIONS COSTS (GCs) (Percentage of Cost of the Work)		10.00%	$ 800,000.00	Percentage based on Cost of the Work (E5/E3)
6		**SUBTOTAL #1 - Cost of the work + GCs**		**$ 8,800,000.00**	**Sum of E3 and E5**
7	CONSTRUCTION FEE (Fee) (Percentage of Subotal #1)		5.68%	$ 500,000.00	Percentage based on Subtotal #1 (E7/E6)
8		**SUBTOTAL #2 - Cost of the work + GCs + Fee**		**$ 9,300,000.00**	**Sum of E6 and E7**
9	PAYMENT & PERFORMANCE BONDS (Bonds) (Percentage of Subtotal #2)		1.08%	$ 100,000.00	Percentage based on Subtotal #2 (E9/E8)
10		**SUBTOTAL #3 - Cost of the work + GCs + Fee + Bonds**		**$ 9,400,000.00**	**Sum of E8 and E9**
11	INSURANCE (Percentage of Subtotal #3)		0.85%	$ 80,000.00	Percentage based on Subtotal #3 (E11/E10)
12		**SUBTOTAL #4 - Cost of the work + GCs + Fee + Bonds + Insurance**		**$ 9,480,000.00**	**Sum of E10 and E11**
13	SALES TAX (Percenage of Subtotal #4, Percentage = 65% x City of Flagstaff current tax rate)		5.82%	$ 551,560.62	Subtotal #4 multipled by current tax rate x 0.65 (E12xD13)
14					
15	CMAR CONTINGENCY (Percentage of Cost of the Work)		1.25%	$ 100,000.00	Percentage based on Cost of the Work (E15/E3)
16					
17	**GMP**			**$ 10,131,560.62**	**Sum of E12 through E15**
18	OWNER'S CONTINGENCY (Percentage of Cost of the Work)		2.50%	$ 200,000.00	Percentage based on Cost of the Work (E18/E3)
19	**CONTRACT PRICE**			**$ 10,331,560.62**	**Sum of E17 and E18**

Contractor can choose to fill in table using percentages or flat rates.

Last Revised 5/9/2018

EXHIBIT D – MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

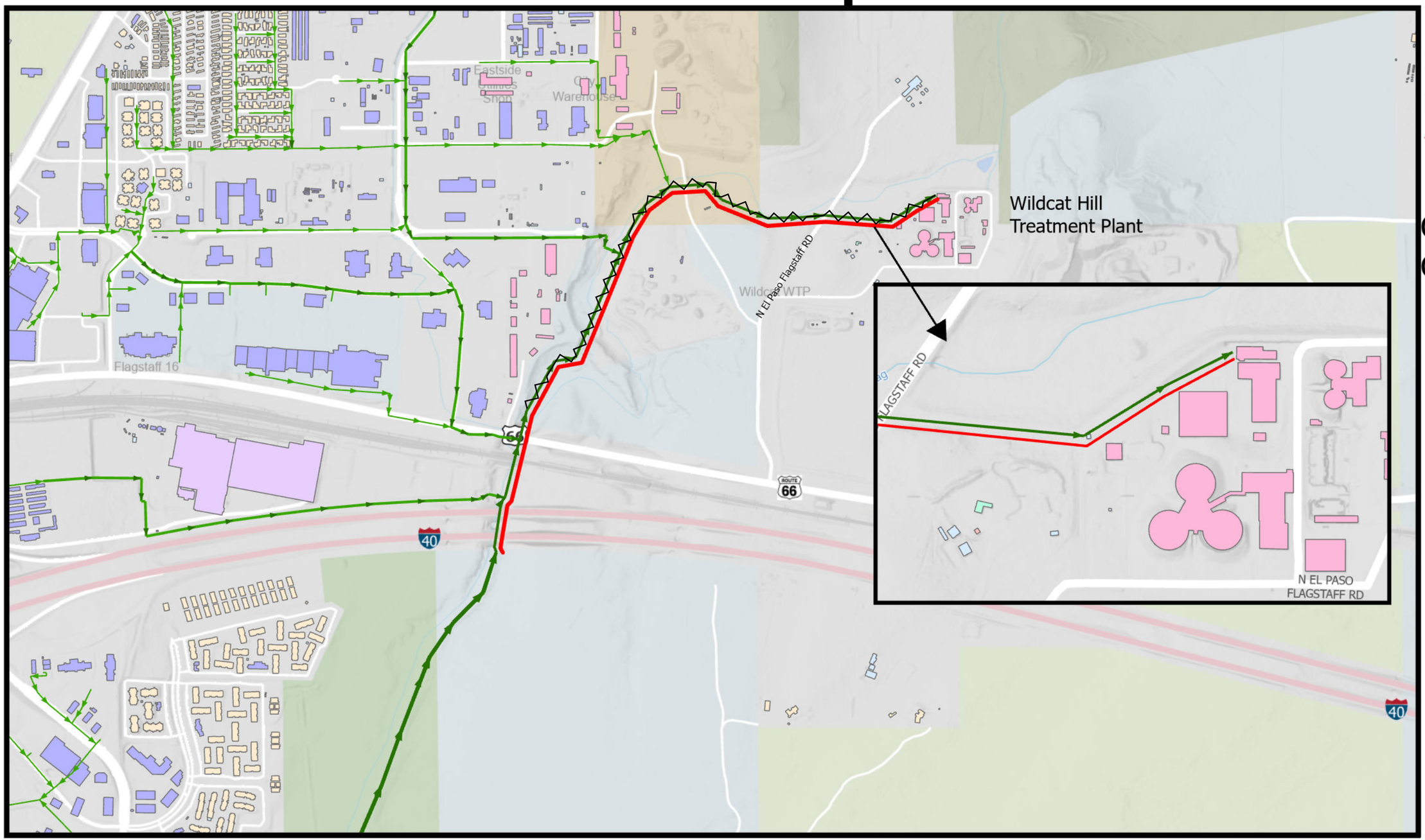
CMAR will be entitled to a Contract Time extension if the actual adverse weather Days experienced during the Work exceed the anticipated adverse weather Days shown in Table 108.7.

TABLE 108.7 – MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

MONTH	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	**7 days**	**7 days**	**8 days**	**6 days**	**4 days**	**3 days**
AVERAGE MONTHLY PRECIPITATION	1.98”	1.96”	2.05”	1.84”	0.68”	0.51”
MONTHLY DAILY HIGH TEMPERATURE ≤32º F	5 days	3 days	2 days	0 days	0 days	0 days
MONTH	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS	**12 day**	**11 days**	**7 days**	**5 days**	**5 days**	**6 days**
AVERAGE MONTHLY PRECIPITATION	2.78”	2.68”	1.82”	1.52”	1.49”	1.90”
MONTHLY DAILY HIGH TEMPERATURE ≤ 32º F	0 days	0 days	0 days	0 days	1 day	5 days

The above schedule of anticipated adverse weather days establishes the base line for the project’s monthly weather impacts, based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 inch and daily high temperatures below 32º Fahrenheit.

Sewer Interceptor Line



Proposed Sewer Line

5900 LF

COF Sewer Gravity Main

0 0.25 0.5 1 Miles

N

FLAGSTAFF WATER SERVICES

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Charles Hernandez, Deputy Police Chief

Co-Submitter: Megan Dales

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-38: A resolution of the Council, of the City of Flagstaff, Coconino County, Arizona, authorizing the Intergovernmental Agreement between the City of Flagstaff and Coconino County for Local Border Support Grant Funds.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-38 by title only
2. City Clerk reads Resolution No. 2025-38 by title only (if approved above)
3. Adopt Resolution No. 2025-38

Executive Summary:

Approval of the IGA will allow the City of Flagstaff to receive Local Border Support Grants funds from Coconino County for the purpose of enhancing law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, and other border-related crimes within Coconino County.

Financial Impact:

Project Name: IGA between the City of Flagstaff and Coconino County for FY26 Local Border Support Grant funding
Cost: $200,000.00
Account Number Budgeted: 001-04-062-6058-2
FY26 Budgeted Amount: $266,334
Grant Funded: Yes
Funding Source: Coconino County Local Border Support Grant

Policy Impact:

The IGA and grant funds aim to strengthen public safety by enhancing crime prevention and control efforts through increased funding and resource-sharing between the Flagstaff Police Department and Coconino County. This collaboration fosters more efficient and effective responses to community needs while expanding resources for victim assistance to ensure timely and adequate support. Additionally, the agreement promotes transparency and accountability by keeping the Council and public informed about the grant funding, objectives, and outcomes, reinforcing trust in law enforcement practices. By aligning funding with strategic priorities, this initiative delivers long-term community benefits, enhancing justice administration and building a safer, more resilient community.

Previous Council Decision or Community Discussion:

This grant has not been presented to council in the past.

Options and Alternatives to Recommended Action:

- Approve the Intergovernmental Agreement between the City of Flagstaff and Coconino County
- Not Approve the Agreement between the City of Flagstaff and Coconino County

Background and History:
Coconino County applied for certain grant funds for Local Border Support from the Arizona Department of Public Safety ("DPS") for the purpose of enhancing law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, and other border-related crimes within Coconino County. Coconino County entered into an agreement with the DPS to receive grant funds for local border support purposes.

As a condition of the Agreement between Coconino County and the DPS, Coconino County agreed to distribute $200,000.00 (Two Hundred Thousand dollars) ("Grant Distribution") to the City of Flagstaff for the purpose of local law enforcement officers working in the METRO multi-agency task force. This money will be used for both Personnel and Operations expenses. These positions work with local, state, and federal partners to regularly conduct drug interdiction activities to deter and apprehend individuals who are involved with drug trafficking, human smuggling, and other border-related crimes.

Connection to PBB Priorities and Objectives:
Safe & Healthy Community:

- Enhance community engagement and stregthen relationships between the community and public safety services.
- Provide public safety services with resources, staff, and training responsive to the community's needs.

Connection to Regional Plan:
The Local Border Support Grant Agreement aligns with the Flagstaff Regional Plan Policy PF.3.1, which emphasizes maintaining high quality, effective, and efficient law enforcement, fire, and emergency services. This policy underscores the importance of balancing public safety services with the operational goals, government plans, policies, population needs, and available funding.

By leveraging Fiscal Year 2026 grant funds, this agreement directly supports this policy by ensuring the Flagstaff Police Department has the resources necessary to deliver enhanced public safety services. This approach will allow our agency to optimize our effectiveness and coordinated efforts to ensure alignment with population demands and regional public safety goals. Furthermore, the transparent use of these funds reflects a commitment to sound fiscal management, ensuring services remain sustainable and in line with public policies and budgetary limitations. This grant initiative strengthens the region's ability to meet evolving public safety needs while upholding the policy's focus on quality and efficiency.

Connection to Carbon Neutrality Plan:
N/A

Connection to 10-Year Housing Plan:
N/A

Connection to Division Specific Plan:
The Agreement between the City of Flagstaff and Coconino County enables the Flagstaff Police Department to leverage Fiscal Year 2026 grant funds to enhance crime prevention and control, and support justice administration.

Attachments: Res. 2025-38
Exhibit A DPS Local Border Support Second Grant Subrecipient Agreement
Staff Summary Report Local Border Support Grant Agrrement

RESOLUTION NO. 2025-38

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY AND THE CITY OF FLAGSTAFF FOR LOCAL BORDER SUPPORT GRANT FUNDS

RECITALS:

WHEREAS, Coconino County and City of Flagstaff desire to enter into an intergovernmental agreement for local border support grant funds; and

WHEREAS, Coconino County applied for certain grant funds for Local Border Support from the Arizona Department of Public Safety ("DPS") for the purpose of enhancing law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, and other border-related crimes within Coconino County; and

WHEREAS, Coconino County entered into an agreement with the DPS to receive grant funds for local border support purposes, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, as a condition of this Agreement, Coconino County agreed to distribute $200,000.00 (Two Hundred Thousand dollars) ("Grant Distribution") to the City of Flagstaff for the purpose of local law enforcement officers working in the METRO multi-agency task force. This money will be used for both Personnel and Operations expenses. These positions work with local, state, and federal partners to regularly conduct drug interdiction activities to deter and apprehend individuals who are involved with drug trafficking, human smuggling, and other border-related crimes; and

WHEREAS, the City of Flagstaff is willing to accept the Grant Distribution under the terms and conditions set forth in this Agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of July 2025.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:

A. DPS Local Border Support Grant Subrecipient Agreement

SUBRECIPIENT AGREEMENT
BETWEEN
COCONINO COUNTY
AND
CITY OF FLAGSTAFF
FOR LOCAL BORDER SUPPORT GRANT FUNDS

This subrecipient agreement is entered into this ___ day of _____ 2025, by and between Coconino County, a political subdivision of the State of Arizona, on behalf of the Coconino County Sheriff's Office, hereinafter referred to as "County", and the City of Flagstaff, an Arizona municipal corporation, on behalf of Flagstaff Police Department, hereinafter referred to as "City."

RECITALS

WHEREAS, the County applied for certain grant funds for Local Border Support from the Arizona Department of Public Safety ("DPS") for the purpose of enhancing law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, and other border-related crimes within Coconino County;

WHEREAS, County entered into an agreement with the DPS to receive grant funds for local border support purposes, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, as a condition of this Agreement, County agreed to distribute $200,000.00 (Two Hundred Thousand dollars) ("Grant Distribution") to the City for the purpose of local law enforcement officers working in the METRO multi-agency task force. This money will be used for both Personnel and Operations expenses. These positions work with local, state, and federal partners to regularly conduct drug interdiction activities to deter and apprehend individuals who are involved with drug trafficking, human smuggling, and other border-related crimes; and

WHEREAS, City is willing to accept the Grant Distribution under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. Purpose and Scope.

   The County shall distribute the Grant Distribution allocated to Flagstaff Police Department to the City on a reimbursement basis as set forth below. City will accept the Grant Distribution and use the funds for local law enforcement officers working in the METRO multi-agency task force. This money will be used for both Personnel and Operations expenses. These positions work with local, state, and federal partners to regularly conduct

drug interdiction activities to deter and apprehend individuals who are involved with drug trafficking, human smuggling, and other border-related crimes, as set forth in Exhibit A.

2. Compensation and Billing.

To receive reimbursement for expenses authorized by this Agreement, City shall provide County appropriate documentation of the authorized expenses for local law enforcement officers in the METRO task force. The County shall provide reimbursement to within 30 days upon County's receipt and approval of invoices. All requests for reimbursement must be provided to the County no later than thirty days prior to the expiration of the Term to ensure compliance with the DPS grant terms set forth in Exhibit A.

3. Term.

The term of this Agreement shall be from the effective date and shall remain in effect until June 30, 2026. All equipment must be received and fully paid for by June 15, 2026. Any funds unexpended will be deobligated and returned to DPS. This Agreement may not be renewed or extended without written consent from DPS.

4. Records.

All records regarding the Agreement, including deputies' time accounting logs, must be retained for five years in compliance with A.R.S. 35-214. All accounts, reports, files and other records relating to this Agreement shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona.

5. Indemnification and Insurance.

Each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party ("as Indemnitee") for, from, and against any claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of this Agreement, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by act, omission, negligence, misconduct, or other fault of the Indemnitor, its officer, officials, agents, employees or volunteers. The Parties shall obtain and maintain general liability, automobile liability, workers compensation and employer's liability insurance in such amounts as may be required to protect themselves from claims, damages or other losses.

6. Cancellation for Conflict of Interest

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

7. Availability of Funds.

Every payment obligation of the County under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation, and that the funds are received from DPS. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. Non-Assignability

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

9. Immigration and Scrutinized Business Compliance

a. Both parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214.

b. A breach of warranty under paragraph (a) (above) shall be deemed a material breach of the agreement that is subject to penalties up to and including termination of the contract.

c. Each party retains the legal right to inspect the papers of the other party or subcontractor employee who works on the contract to ensure that the other party or subcontractor(s) is complying with the warranty provided under paragraph (a) (above).

d. Per A.R.S. § 41-4401, each party hereby warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees.

10. Compliance with Non-Discrimination Laws

Both parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

11. Entire Agreement/Amendment

This Agreement, and its attachment as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

12. Invalidity of Part of the Agreement

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

13. Governing Law

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

14. Notice

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to County:

Bret Axlund, Sheriff
Coconino County Sheriff's Office
911 East Sawmill Road
Flagstaff, Arizona 86001

If to City:

Chief Sean Connolly
Flagstaff Police Department
911 E Sawmill Road
Flagstaff, Arizona 86001

[Signature page to follow]

IN WITNESS WHEREOF, the governing boards of each of the parties hereto have approved this Agreement on the day and year first written below.

CITY OF FLAGSTAFF

_____

Becky Daggett, Flagstaff Mayor

_____

Date

COCONINO COUNTY

_____

Patrice Horstman, Chairperson
Board of Supervisors

ATTEST:

_____

Lindsay Daley, Clerk of the Board

_____

Date

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties of the Agreement represented by the undersigned attorney.

APPROVED AS TO FORM
AND FOUND TO BE WITHIN
THE POWERS OF A FIRE
DISTRICT UNDER THE LAWS
OF ARIZONA:

_____

Flagstaff City Attorney

APPROVED AS TO FORM AND
FOUND TO BE WITHIN THE
POWERS OF THE BOARD OF
SUPERVISORS UNDER THE
LAWS OF ARIZONA:

_____

Deputy County Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Charles M Hernandez II, Deputy Chief – Criminal Investigations

Co-Submitter: Megan Dales

Date: June 6, 2025

Meeting Date: July 1, 2025

TITLE:
Consideration and Adoption of Resolution No. 2025-XX: A resolution of the Council, of the City of Flagstaff, Coconino County, Arizona, authorizing the Intergovernmental Agreement between the City of Flagstaff and Coconino County for Local Border Support Grant Funds.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-XX by title only
2. City Clerk reads Resolution No. 2025-XX by title only (if approved above)
3. Adopt Resolution No. 2025-XX

Executive Summary:
Approval of the IGA will allow the City of Flagstaff to receive Local Border Support Grants funds from Coconino County for the purpose of enhancing law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, and other border-related crimes within Coconino County.

Financial Impact:
Project Name: IGA between the City of Flagstaff and Coconino County for FY26 Local Border Support Grant funding
Cost: $200,000.00
Account Number Budgeted:
FY26 Budgeted Amount: $200,000.00
Grant Funded: Yes
Funding Source: Coconino County Local Border Support Grant

Policy Impact:
The IGA and grant funds aim to strengthen public safety by enhancing crime prevention and control efforts through increased funding and resource-sharing between the Flagstaff Police Department and Coconino County. This collaboration fosters more efficient and effective

responses to community needs while expanding resources for victim assistance to ensure timely and adequate support. Additionally, the agreement promotes transparency and accountability by keeping the Council and public information about the grant funding, objectives, and outcomes, reinforcing trust in law enforcement practices. By aligning funding with strategic priorities, this initiative delivers long-term community benefits, enhancing justice administration and building a safer, more resilient community.

Connection to Council Goal, Regional Plan and / or Team Flagstaff Strategic Plan:
The Local Border Support Grant Agreement aligns with the **Flagstaff Regional Plan Policy PF.3.1**, which emphasizes maintaining high quality, effective, and efficient law enforcement, fire, and emergency services. This policy underscores the importance of balancing public safety services with the operational goals, government plans, policies, population needs, and available funding.

By leveraging Fiscal Year 2026 grant funds, this agreement directly supports this policy by ensuring the Flagstaff Police Department has the resources necessary to deliver enhanced public safety services. This approach will allow our agency to optimize our effectiveness and coordinated efforts to ensure alignment with population demands and regional public safety goals. Furthermore, the transparent use of these funds reflects a commitment to sound fiscal management, ensuring services remain sustainable and in line with public policies and budgetary limitations. This grant initiative strengthens the region's ability to meet evolving public safety needs while upholding the policy's focus on quality and efficiency.

Has There Been Previous Council Decision on This:
This grant has not been presented to council in the past.

Options and Alternatives:
- Approve the Intergovernmental Agreement between the City of Flagstaff and Coconino County
- Not Approve the Agreement between the City of Flagstaff and Coconino County

Background / History:
Coconino County applied for certain grant funds for Local Border Support from the Arizona Department of Public Safety ("DPS") for the purpose of enhancing law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, and other border-related crimes within Coconino County. Coconino County entered into an agreement with the DPS to receive grant funds for local border support purposes.

As a condition of the Agreement between Coconino County and the DPS, Coconino County agreed to distribute $200,000.00 (Two Hundred Thousand dollars) ("Grant Distribution") to the City of Flagstaff for the purpose of local law enforcement officers working in the METRO multi-agency task force. This money will be used for both Personnel and Operations expenses. These positions work with local, state, and federal partners to regularly conduct drug interdiction activities to deter and apprehend individuals who are involved with drug trafficking, human smuggling, and other border-related crimes.

Expanded Financial Considerations:
The Fiscal Year 2026 Local Border Support Grant funds have been awarded in the amount $200,000.00 of which the City will agree to terms of the Agreement.

Community Benefits and Considerations:
The Agreement between the City of Flagstaff and Coconino County enables the Flagstaff Police Department to leverage Fiscal Year 2026 grant funds to enhance crime prevention and control, and support justice administration. This contributes to a Safe and Healthy Community by providing public safety services with resources, staff & training which is responsive to the community's needs.

Community Involvement:
Inform the Council and public on the successful award of this grant and intended use of these funds.

Expanded Options and Alternatives:
1. Approve as recommended
2. Disapprove the Agreement with the Arizona State Parks Board and potentially funding of this project.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director

Co-Submitter: Megan Dales

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-39: A resolution adopting the City of Flagstaff Title VI Implementation Plan Relating to U.S Department of Transportation, Federal Highway Administration, and Federal Transit Administration Funding

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-39 by title only
2. City Clerk reads Resolution No. 2025-39 by title only (if approved above)
3. Adopt Resolution No. 2025-39

Executive Summary:

A Title VI Implementation Plan is required to receive federal financial assistance to ensure programs and activities are free from discrimination based on race, color, or national origin. The Title VI Plan demonstrates how the city will meet its legal obligations under Title VI of the Civil Rights Act of 1964.

Financial Impact:

Project Name: City of Flagstaff Title VI Implementation Plan Relating to U.S Department of Transportation, Federal Highway Administration, and Federal Transit Administration Funding
Cost: None
There are no financial impacts to adopting the resolution.

Policy Impact:

Yes, if approved the City Council would be accepting the Plan and the Title VI Policy Statement in the Plan.

Previous Council Decision or Community Discussion:

No

Options and Alternatives to Recommended Action:

- Approve the Title VI Implementation Plan
- Do not approve the Title VI Implementation Plan, which may jeopardize receiving federal financial assistance.

Background and History:

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in

programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients, sub-recipients, and contractors whether those programs and activities are federally funded or not.

Connection to PBB Priorities and Objectives:
High Performing Governance
- Encourage public trust through transparency, accessibility and use of the City's public participation policy

Connection to Regional Plan:
NA

Connection to Carbon Neutrality Plan:
NA

Connection to 10-Year Housing Plan:
NA

Connection to Division Specific Plan:
NA

Attachments: Res. 2025-39
Revised Title VI Plan

RESOLUTION NO. 2025-39

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ADOPTING THE CITY OF FLAGSTAFF TITLE VI IMPLEMENTATION PLAN RELATING TO U.S DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, AND FEDERAL TRANSIT ADMINISTRATION FUNDS

RECITALS:

WHEREAS, Title VI of the Civil Rights Act of 1964, states that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance," and

WHEREAS, recipients of federal funding must submit a Title VI Implementation Plan that documents compliance with federal Title VI guidance. As a sub-recipient of U.S Department of Transportation (DOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) funding, the City is required to submit its Plan to the Arizona Department of Transportation and the Metropolitan Planning Organization who are recipients of DOT, FHWA, and FTA funding, and

WHEREAS, the Title VI Plan is completed in collaboration with regional transit partners.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The City of Flagstaff Title VI Implementation Plan Relating to U.S Department of Transportation, Federal Highway Administration, and Federal Transit Administration Funds attached hereto as Exhibit A and incorporated herein by this reference is hereby adopted by the City of Flagstaff.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of July 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Title VI Implementation Plan



City of Flagstaff
Title VI Implementation Plan

Relating to U.S Department of Transportation (DOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA) Funds

2025

211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: 928-213-2078
Website: www.flagstaff.az.gov

FEDERAL HIGHWAY ADMINISTRATION (FHWA)/FEDERAL TRANSIT ADMINISTRATION (FTA) TITLE VI PLAN
TABLE OF CONTENTS

Contents

Executive Summary 3
Title VI Policy Statement 4
Notification to the Public 5
City of Flagstaff Title VI Complaint Procedures 6
City of Flagstaff Title VI Complaint Form 9
Title VI Investigations, Complaints, and Lawsuits 11
Public Participation Plan 12
Limited English Proficiency Plan 13
Non-Elected Committees Membership Table 14
Monitoring for Subrecipient Title VI Compliance 15
Title VI Equity Analysis 16
Fixed Route Transit Provider Analysis 17
Council Adoption of Title VI Plan 18
Appendix A 19
Appendix B 20
Appendix C 22

Executive Summary

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients, subrecipients, and contractors whether those programs and activities are federally funded or not.

Recipients of public transportation funding from FHWA/FTA and the Metropolitan Washington Council of Governments ("COG") are required to develop policies, programs, and practices that ensure federal transit dollars are used in a manner that is nondiscriminatory as required under Title VI. This document details how the City of Flagstaff, Arizona, incorporates nondiscrimination policies and practices in providing services to the public.

What type of program fund(s) did you apply for?

☒ 5310
☒ 5311
☒ Other (please explain) 5305, FHWA funds

Type of Funding Requests? (Check all that apply)

☐ Vehicle Funds
☒ Operating Funds
☐ Other (please explain) _____

Is your agency receiving direct funds from FHWA/FTA?

☐ If yes, please attach a copy of your FHWA/FTA letter of approval of Title VI Plan.

☒ No

Title VI Policy Statement

The City of Flagstaff, Arizona (the "City"), operates its programs and services without regard to race, color, national origin, or disability in accordance with the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA). The City assures that no person shall on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives U.S. Department of Transportation (DOT) funding. Title VI also prohibits retaliation for asserting or otherwise participating in claims of discrimination.

The City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs are federally funded or not.

As a subrecipient of federal funding, the City is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by the U.S. Department of Justice per 28 Code of Federal Regulations (CFR) § 42.401 et seq. and 28 CFR § 50.3. Should the City distribute federal funds to another entity/person, it will ensure all subrecipients fully comply with the City's Title VI Nondiscrimination Policy requirements.

The City of Flagstaff Civil Rights Office will serve as the City's Title VI Coordinator to oversee and implement non-airport-related FHWA/FTA Title VI requirements.

_____ _____

Greg Clifton, City Manager Date

Notification to the Public

Notice to the public, notifying their protection under Title VI, has been posted on the City of Flagstaff's website, www.flagstaff.az.gov, and in the City of Flagstaff Human Resources office located in City Hall at 211 W. Aspen Avenue, Flagstaff, AZ, 86001 in both English and Spanish. Copies of the notification are provided in Appendix A.

City of Flagstaff Title VI Complaint Procedures

The following procedures apply to all complaints filed under Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 as they relate to any Department of Transportation FHWA/FTA program or activity administered by the City of Flagstaff, its subrecipients, consultants, and contractors. In addition to these procedures, complainants reserve the right to file formal complaints with other state or federal agencies or take legal action for complaints alleging discrimination.

Any person who believes that he or she, individually, or as a member of any specific class of persons, has been excluded from, denied the benefits of, or subjected to discrimination by the City in relation to any program or activity administered by the City or its subrecipients, consultants, or contractors on the basis of race, color, national origin, sex, age, or disability may file a written complaint with the Title VI Coordinator.

Required procedures for FHWA/FTA Title VI Complaints filed against the City of Flagstaff:

1. The complaint must be filed within 180 days of the alleged discrimination and include the date the alleged discrimination became known to the complainant or the last date of the incident.
2. The complaint shall be in writing and signed by the complainant(s). In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made. The Title VI Coordinator will interview the complainant and assist the person in converting verbal complaints in writing. All complaints must, however, be signed by the complainant or his/her representative.
3. The complaint should contain at least the following information:
    a. A written explanation of what has happened;
    b. A way to contact the complainant;
    c. The basis of the complaint (e.g., race, color, national origin);
    d. The identification of a specific person/people and the respondent (e.g., agency/organization) alleged to have discriminated;
    e. Sufficient information to understand the facts that led complainant to believe that discrimination occurred in a City of Flagstaff program or activity that receives Federal Highway Administration and/or Federal Transit Administration financial assistance; and
    f. The date(s) of the alleged discriminatory act(s).
4. Upon receipt of the complaint, the Title VI Coordinator will determine its jurisdiction, acceptability, need for additional information, and investigate the complaint, if accepted.
5. A complaint must meet the following criteria for acceptance:
    a. The complaint must be filed within 180 days of the alleged occurrence.
    b. The allegation must involve a covered basis such as race, color, national origin, sex, age, or disability.
    c. The allegation must involve a City of Flagstaff program or activity, as a federal aid recipient; or its subrecipient or contractor.
6. A complaint may be dismissed for the following reasons:
    a. The complainant requests the withdrawal of the complaint.

   b. The complainant fails to respond to repeated requests for additional information needed to process the complaint.
   c. The complainant cannot be located after reasonable attempts.
7. The complainant will be provided with a written acknowledgement that the City has either accepted or rejected the complaint. If accepted, the complaint will be recorded identifying: complainant's name, basis, alleged harm, race, color, sex, age, and/or disability of the complainant.
8. An investigative report will be conducted within 90 calendar days of the accepted complaint by the Title VI Coordinator and Legal Counsel. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition.
9. The Title VI Coordinator/Legal Counsel will make a determination on the disposition of the complaint and issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was no finding of discrimination and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur.
10. Notice of the determination will be mailed to the complainant. The notice shall include information regarding appeal rights of complainant and instructions for initiating such an appeal. Notices of appeals are as follows:
    a. The Title VI Coordinator will reconsider the determination if new facts come to light.
    b. If complainant is dissatisfied with the determination and/or resolution set forth by the Title VI Coordinator, the same complaint may be submitted to the appropriate federal agency for investigation. Contact information including agency name, telephone number, address, and website pertaining to the appropriate federal agency will be disclosed.
11. A copy of the complaint and the Title VI Coordinator's investigation report and closure letter or letter of finding will be issued to ADOT and the FHWA/FTA within 120 days of the receipt of the complaint.
12. A summary of the complaint and its resolution will be included as part of the City of Flagstaff's Title VI annual updates.
13. The complainant may also file a discrimination-related complaint on an FHWA/FTA program or activity directly with ADOT or with the Federal Highway Administration/Federal Transit Administration by contacting the agencies at:

    ADOT Civil Rights Office
    206 S. 17th Avenue, Mail Drop 155-A
    Phoenix, AZ 85007
    602.712.8946
    602.239.6257 FAX
    Email civilrightsoffice@azdot.gov

    Federal Highway Administration
    U.S. Department of Transportation
    Office of Civil Rights

1200 New Jersey Avenue, SE
8th Floor E81-105
Washington, DC 20590
Email CivilRights.FHWA@dot.gov

City of Flagstaff Title VI Complaint Form

Section I:		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	☐ Large Print	☐ Audio Tape
	☐ TDD	☐ Other

Section II:		
Are you filing this complaint on your own behalf?	☐ Yes*	☐ No
If you answered "yes" to this question, go to **Section III.*		
If not, please supply the name and relationship of the person for whom you are complaining.		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	☐ Yes	☐ No

Section III:

I believe the discrimination I experienced was based on (check all that apply):

☐ Race ☐ Color ☐ National Origin ☐ Disability

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

_____

_____

_____

_____

Section VI:		
Have you previously filed a discrimination complaint with this agency?	☐ Yes	☐ No
If yes, please provide any reference information regarding your previous complaint.		

_____

_____

Section V:
Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court? ☐ Yes ☐ No If yes, check all that apply: ☐ Federal Agency: _____ ☐ Federal Court: _____ ☐ State Agency: _____ ☐ State Court : _____ ☐ Local Agency: _____
Please provide information about a contact person at the agency/court where the complaint was filed.
Name:
Title:
Agency:
Address:
Telephone:
Section VI:
Name of agency complaint is against:
Name of person complaint is against:
Title:
Location:
Telephone Number (if available):

You may attach any written materials or other information that you think is relevant to your complaint. Your signature and date are required below:

_____ _____

Signature Date

Please submit this form in person at the address below, or mail this form to:

City of Flagstaff
Civil Rights Office
211 W. Aspen Ave, Flagstaff AZ 86001
928-213-2078
chris.rhode@flagstaffaz.gov

A copy of this form can be found online at https://www.flagstaff.az.gov/

If information is needed in another language contact: The Civil Rights Office at (928) 213-2078.
* Para información en Español llame: 928-213-2078.

Title VI Investigations, Complaints, and Lawsuits

The City of Flagstaff has not had any ADA or Title VI Discrimination complaints, investigations, or lawsuits in 2024.

Public Participation Plan

The City of Flagstaff is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys.

As an agency receiving federal financial assistance, City of Flagstaff made the following community outreach efforts and activities to engage minority and Limited English Proficient populations since the last Title VI Plan submittal to ADOT CRO.

☒ Posted the Nondiscrimination Public Notices to the following locations:

- ☐ Within transportation vehicles
- ☐ Pick up and drop off stations
- ☒ Lobby of agency

☒ Added public interactive content to the agency's webpage for the public, e.g., social media, to communicate schedule changes or activities: https://flagstaff.az.gov/2850/Civil-Rights

☒ Updated agency documents/publications to make them more user-friendly, e.g., comment forms or agency brochures

The City of Flagstaff will make the following community outreach efforts for the upcoming year:

☒ Expand the distribution of agency brochures

☒ Post the Nondiscrimination Public Notices to the following locations:

- ☒ Lobby of agency

☒ Update agency documents/publications to make them more user-friendly, e.g., comment forms or agency brochures.

☒ List other: Community outreach may be facilitated through handouts provided in lobbies of City facilities, brochures available in City breakrooms, notices posted in areas of reasonable foot traffic in City facilities, and through recruitment events.

Limited English Proficiency Plan

The City of Flagstaff has developed the Limited English Proficiency Plan (LEP Plan) attached as Appendix C to help identify reasonable steps to provide language assistance for Limited English Proficiency (LEP) persons seeking meaningful access to City of Flagstaff services. An LEP person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

The City's plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, and notification to LEP persons that assistance is available.

Non-Elected Committees Membership Table

Subrecipients who select the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

☒ City of Flagstaff does **not** select the membership of any transit-related committees, planning boards, or advisory councils.

Monitoring for Subrecipient Title VI Compliance

Describe how you monitor your subrecipients. This can be through site visits, submissions of Title VI Plans annually, or training and surveys.

☒ City of Flagstaff does **not** monitor subrecipients for Title VI compliance as it does not have any FTA subrecipients.

Title VI Equity Analysis

A subrecipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin against any person who may, as a result of the construction, be displaced from their homes or businesses. “Facilities” in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FHWA/FTA funds, if the subrecipient organization receives any FHWA/FTA dollars, it must comply with this requirement.

☒ City of Flagstaff has no current or anticipated plans to develop new transit facilities covered by these requirements.

Fixed Route Transit Provider Analysis

Fixed Route: Public transit service (other than by aircraft) provided on a repetitive, fixed-schedule basis along a specific route, with vehicles stopping to pick up passengers.

A subrecipient providing fixed route service, as defined above, must determine the distribution of transit amenities or the vehicle assignments for each mode in a non-discriminatory manner. The subrecipient must develop policies to ensure service is not distributed on the basis of race, color, or national origin.

Effective practices to fulfill the Federal Transit Administration (FTA) Service Standards requirements include developing written policies covering each of the following service indicators: (can be expressed in writing or in table format – see FTA Title VI Circular 4702.1B, Appendix G & H, pp. 87-91)

☒ City of Flagstaff is **not** a Fixed Route Transit Provider.

Council Adoption of Title VI Plan

[Resolution to be attached after adoption]

Appendix A

Title VI Notice to the Public

CITY OF FLAGSTAFF

City of Flagstaff Title VI Nondiscrimination Notice to the Public

The City of Flagstaff hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964 and other related statutes and regulations including Title II of the ADA. The City of Flagstaff operates without regard to race, color, national origin, income status, sex, age, limited English proficiency (LEP), or disability and that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

Any person who believes their Title VI rights have been violated, may file a complaint. Any such complaint must be in writing and filed with the City of Flagstaff's Civil Rights Office within ninety (90) days following the date of the alleged discriminatory occurrence.

For additional information about the City of Flagstaff's Civil Rights Program and the procedures to file a complaint, please visit: https://www.flagstaff.az.gov/2850/Civil-Rights.

Aviso al Público sobre la No Discriminación del Título VI de la Ciudad de Flagstaff

La Ciudad de Flagstaff notifica públicamente que es política de la Ciudad asegurar el pleno cumplimiento del Título VI de la Ley de Derechos Civiles de 1964 y otras leyes y reglamentos relacionados, incluyendo el Título II de la ADA. La Ciudad de Flagstaff opera sin importar raza, color, origen nacional, situación económica, sexo, edad, dominio limitado del inglés (LEP) o discapacidad, y que ninguna persona será excluida de participar, se le negarán los beneficios ni será objeto de discriminación en ningún programa o actividad.

Cualquier persona que considere que se han violado sus derechos amparados por el Título VI puede presentar una queja. Dicha queja debe presentarse por escrito ante la Oficina de Derechos Civiles de la Ciudad de Flagstaff dentro de los noventa (90) días posteriores a la fecha del presunto incidente discriminatorio.

Para obtener más información sobre el Programa de Derechos Civiles de la Ciudad de Flagstaff y los procedimientos para presentar una queja, visite:: https://www.flagstaff.az.gov/2850/Civil-Rights.

Appendix B

Signed Title VI Policy Statement

Appendix C

Limited English Proficiency Plan

CITY OF
FLAGSTAFF

Purpose

The City of Flagstaff (COF) is a recipient of federal funds, and therefore required to comply with Executive Order 13166. On August 11, 2000, **Executive Order 13166** was implemented to clarify existing Title VI responsibilities for entities that receive federal funds. The goal of the order is to improve access to federal programs and activities for persons who have Limited English Proficiency (LEP) due to their national origin and may be limited in their ability to speak, read, write, or understand the English language.

COF is committed to reducing barriers and ensuring equal opportunity for all persons who apply for any program or activity administered by the section. **Title VI, 42 U.S.C. § 2000d, of the 1964 Civil Rights Act** specifies that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Additionally, the City of Flagstaff's City Code Chapter 14-02 states that it is unlawful for any public accommodation, employer, or labor organization to discriminate against someone "because of race, color, religion, sex, age, disability, veteran's status, national origin, sexual orientation, or gender identity or expression."

Executive Order 13166 applies to all COF programs and activities which receive funding through federal grants. This Language Access Plan (LAP) outlines the reasonable steps the COF will take to provide meaningful access to all programs and activities for LEP persons, in accordance with Executive Order 13166.

Four-Factor Analysis

To identify the extent and adequacy of assistance a LEP person will receive, this plan was developed using the four factors recommended by the Department of Homeland Security in its guidance to assess language needs:

Factor 1: Number of LEP Persons Likely to be Served by the Program
Factor 2: Frequency of Contact with Programs
Factor 3: Importance of the Program
Factor 4: Resources and Cost
The United States Census Bureau indicates 4.0% of Flagstaff residents speak English less than "very well," with the largest single incidence being 2.2% (1,534 persons) among those who speak Spanish (2020 Selected Social Characteristics, American Community Survey).

The COF administers a variety of programs through many divisions and sections of its organization. These range from street safety and repair to sustainability initiatives, to parks and recreation programs. The frequency of contact for these programs varies but it can be regularly.

Procedures
Through the administration of some of its programs and services program, COF staff work directly with subrecipients, who are also responsible for complying with Executive Order 13166.
Procedures
The following measures will be utilized to identify LEP persons:

- All applications for COF programs and activities include a question to determine if the client is LEP and needs additional interpretive services and Prior to any COF-sponsored public meetings, workshops, or conferences, staff will advertise that LEP accommodations are available given reasonable notice.
- Advertisements, fliers, notices, and announcements will contain a notice stating that persons requiring language, hearing, visual, mobility, or other accommodations may contact the COF and will provide an appropriate contact to make special arrangements for services.
- **Language Identification and I Speak Cards** will be utilized as necessary to identify an LEP person's primary language.

COF is committed to providing reasonable interpretation and translation services at no cost to LEP persons.

COF staff will ensure that all subrecipients comply with Executive Order 13166. Specifically, subrecipients must have an LEP language access plan to provide meaningful access to services.

The following services are available to LEP persons through the COF:

- Bilingual staff
    - The City of Flagstaff has multiple employees who are bilingual in English/Spanish, and English/Navajo, who can be utilized based on availability.
- Written language services
    - The City of Flagstaff website, which provides information about the COF programs, is compatible with a universal translator.
    - Vital documents will be translated to Spanish by request. All documents will contain the wording, "This translation is provided as a service required under Executive Order 13166. The English version is the official, legal-binding document. This translated document is not an official document."
- Community volunteers

- To the extent possible, with consent from the LEP person and as agreed by the COF, friends and family of the LEP person may be utilized to provide interpretation and translation.

Staff Training

All public-facing COF staff will be trained on Executive Order 13166 and this LEP. The training will consist of:

- An overview of Title VI of the 1964 Civil Rights Act;
- Accessing and utilizing **language identification and I Speak cards**;
- Language measures provided by the COF;
- How to access a staff interpreter;
- How to access the on-call interpreter service;
- Documentation of language assistance requests

Providing Notice to LEP Persons
The following measures will be taken to provide notice to LEP persons of the language services available to them:

- This LAP will be posted on the City of Flagstaff **webpage** and shall be made available by request to any entity or individual.
- COF will ensure community partners who perform contracted services in the Flagstaff community comply with Executive Order 13166.

Digitally signed by Greg Clifton
Date: 2024.11.19 10:45:39 -07'00'

Greg Clifton
City Manager
City of Flagstaff

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Rebecca Sayers, Parks, Recreation, Open Space, and Events Director

Co-Submitter: Amy Hagin

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-40: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Flagstaff and the Flagstaff Unified School District for Facilities Use, Maintenance, and Repair

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-40 by title only
2. City Clerk reads Resolution No. 2025-40 by title only (if approved above)
3. Adopt Resolution No. 2025-40

Executive Summary:

The City of Flagstaff and the Flagstaff Unified School District (FUSD) have been in partnership to share facilities such as gymnasiums, parks, and fields, and share in the maintenance duties for many years. The shared facility use allows for FUSD programs to be conducted on City property, and allows for City programs, including youth and adult sport leagues, to be conducted on FUSD property. The agreement includes a provision for the City to be invoiced for a payment annually of $25,000, with possible changes to the amount if appropriated in the annual budget. The Agreement details maintenance responsibilities, for which the City agrees to maintain the irrigation systems of FUSD fields that were originally constructed with city bond funds.

Financial Impact:

Project Name: Intergovernmental Agreement between the City of Flagstaff and Flagstaff Unified School District for facilities use, maintenance, and repair
Cost: $25,000 in fiscal year 2025-26
Account Number Budgeted: in FY2025-26: 001-11-157-0584-5-4224
FY26 Budgeted Amount: $25,000
Grant Funded: No
Funding Source: General Fund

Policy Impact:

This IGA formalizes current practices and ensures continuity of facility availability for youth and adult recreation in the community.

Previous Council Decision or Community Discussion:

A similar IGA was last approved by Council in October 2008.

Options and Alternatives to Recommended Action:

The City Council could not approve the IGA, which could impact the existing shared use of facilities, or direct

staff to make changes to the proposed language.

Connection to PBB Priorities and Objectives:
Safe and Healthy Community: Support social services, community partners, and housing opportunities; promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options.

Inclusive and Engaged Community: Advance social equity and social justice in Flagstaff by supporting social services; enhance the City's involvement in community, education, and regional partnerships to strengthen the level of public trust.

Livable Community: Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement; provide amenities and activities that promote a healthy lifestyle; work with regional partners that provide equitable and inclusive educational and cultural opportunities for Flagstaff residents of all ages.

Connection to Regional Plan:
Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

- Policy LU.3.2. Coordinate land use, master planning, and recreational uses, when feasible, with local, state, and federal land management agencies and tribal land owners.

Connection to Carbon Neutrality Plan:
There is no direct connection to the Carbon Neutrality Plan.

Connection to 10-Year Housing Plan:
There is no direct connection to the 10-year Housing Plan.

Connection to Division Specific Plan:
There is no direct connection to a division specific plan.

Attachments: Res. 2025-40
IGA

RESOLUTION NO. 2025-40

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN FLAGSTAFF UNIFIED SCHOOL DISTRICT AND THE CITY OF FLAGSTAFF FOR FACILITIES USE, MAINTENANCE, AND REPAIR

RECITALS:

WHEREAS, the Flagstaff Unified School District (FUSD) and City of Flagstaff ("City") desire to enter into an intergovernmental agreement for facilities use, maintenance, and repair;

WHEREAS, both parties own and operate several recreational and related-use facilities and sports fields;

WHEREAS, FUSD has facilities it is willing to share with the City and the general public and the City has facilities it is willing to share with FUSD; and further, neither of the parties use their facilities full-time, year-round, and the parties desire to work closely to share facilities in order to promote the general welfare, to allow for a more efficient expenditure of public funds and to maximize service to the community;

WHEREAS, the parties wish to set forth their agreement regarding the joint and mutual use, operation, and maintenance of their respective recreation and related-use facilities;

WHEREAS, the City and FUSD have determined that the consideration they will receive from each other pursuant to the terms of this Agreement are adequate, and the parties will receive roughly equivalent value as a result of this exchange.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between Flagstaff Unified School District and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of July 2025.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
IGA

INTERGOVERNMENTAL AGREEMENT FOR
FACILITIES USE, MAINTENANCE, AND REPAIR
BETWEEN
THE CITY OF FLAGSTAFF
AND
FLAGSTAFF UNIFIED SCHOOL DISTRICT NO. 1

This Facilities Use Agreement (the "Agreement") is made as of the _____ day of _____, 2025, by and between the City of Flagstaff ("City"), a municipal corporation duly organized and existing in the County of Coconino and State of Arizona, with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Flagstaff Unified School District No. 1 ("District"), a political subdivision of the State of Arizona, with offices at 3285 East Sparrow Avenue, Flagstaff, Arizona, 86004, collectively referred to in this Agreement as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, both Parties own and operate several recreational and related-use facilities and sports fields; and

WHEREAS, District has facilities it is willing to share with City and the general public and City has facilities it is willing to share with District; and further, neither of the Parties use their facilities full-time, year-round, and the Parties desire to work closely to share facilities in order to promote the general welfare, to allow for a more efficient expenditure of public funds, and to maximize service to the community; and

WHEREAS, City electors voted in favor of expending amounts in excess of One Million Dollars ($1,000,000) to improve certain of District's school playing fields in a September 1996 special bond election, and City continues to fund ongoing maintenance for said fields; and further, the Parties have determined that it is also in their mutual interests for City to provide limited, periodic financial assistance to District for the purpose of maintaining District facilities used by City and the public that are covered by this Agreement; and

WHEREAS, City assesses fees to the general public for use of District-owned facilities; and

WHEREAS, the Parties wish to set forth their agreement regarding the joint and mutual use, operation, and maintenance of their respective recreational and related-use facilities, all on the terms and conditions hereinafter set forth; and

WHEREAS, City has determined that the consideration it will receive from District pursuant to the terms of this Agreement is adequate and that the Parties will receive roughly equivalent value as a result of this exchange; and

WHEREAS, District has determined that the consideration it will receive from City pursuant to the terms of this Agreement is adequate and that the Parties will receive roughly equivalent value as a result of this exchange; and

NOW, THEREFORE, pursuant to Arizona Revised Statutes Section 11-952, authorizing contracts between public agencies for joint or cooperative action, Arizona Revised Statutes Sections 15-341, 15-342, 15-363, and 15-364, authorizing school districts, *inter alia*, to manage, control, furnish, repair, and improve school property, to enter into intergovernmental agreements, and to contract with cities for the cooperative maintenance, operation, and use of recreational facilities, Article I, Section 3, of the Flagstaff City Charter, authorizing City to enter into contracts with political subdivisions of the state, and the inherent powers of City to provide for the health and welfare of its citizens; and in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

The foregoing recitals are incorporated in this Agreement by this reference.

DEFINITIONS:

A. "Host Party" shall mean the Party to this Agreement who holds title to the Recreational Facility.

B. "Visiting Party" shall mean the Party to this Agreement who is requesting use of a Host-Party Facility as well as all invitees of the Visiting Party, which will sometimes include the general public.

C. "Recreational Facilities" shall mean playing fields, indoor recreational centers, gymnasiums, meeting rooms, classrooms, community centers, auditoriums and multi-use rooms, and all facilities appurtenant thereto or necessary for the use thereof, sometimes referred to herein simply as a "Facility" or "Facilities." Swimming pools, running tracks, administrative areas, libraries, public safety facilities, transportation facilities, maintenance facilities, warehouses, and similar facilities shall not be included within the meaning of the term "Recreational Facilities" as used herein and are not within the ambit or intended purpose of this Agreement. A list of the Recreational Facilities is attached as Exhibit A to this Agreement. The list indicates Facilities owned by District and used by City, Facilities owned by City and used by District, and Facilities owned by District and used by the general public. Additional Facilities may be added to or removed from Exhibit A upon the consent of both Parties informally by administrative action.

D. "School Hours" means 7:30 a.m. through 3:30 p.m., Monday through Friday, August through June, except school holidays and breaks. Elementary FACTS programming continues until 6:00 p.m. Monday through Friday, August through June, except during school holidays and breaks.

E. "Non-school Hours" means all times other than School Hours and includes all school holidays and breaks.

F. "Users" means all groups invited or otherwise permitted to use the Facilities by the Visiting Party.

SECTION 1: USE OF FACILITIES

A. For and during the term of this Agreement, the Host Party hereby grants the Visiting Party a non-exclusive license to use, operate, and maintain the Host Party's Facility when the Visting Party is scheduled to use the Facility as described in Section 2 below, and for a reasonable time before and after the scheduled event to allow time for preparation of the Facility for use and for clean up after the scheduled use.

B. District shall have an exclusive license to use and control City's Thorpe Duck Pond field during School Hours except that City may enter the Thorpe Duck Pond field for maintenance activities. The maintenance activities will occur at times agreed upon by the Parties.

C. This Agreement covers the use of all Recreational Facilities owned by the Parties provided:

1. That any desired or proposed use by the Visiting Party is not prohibited by the terms of any instrument granting the Host Party the right to use or occupy such facility;

2. That no desired or proposed use by the Visiting Party shall be any greater in scope than the use allowed to the Host Party; and

3. That the Visiting Party shall not take any action or perform any activity which may cause the loss, forfeiture, or defeasance of any right or privilege of the Host Party with respect to that facility.

SECTION 2: SCHEDULING AND PRIORITIES OF USE

A. The Host Party shall retain the right of first priority in the scheduling and use of its Facilities as if this Agreement did not exist, with the exception of City's Thorpe Duck Pond field as described in Section 1, Paragraph B above, and shall grant the Visiting Party the next following priority.

B. Except for Jay Lively Activity Center (for which a reduced fee will be charged) and the Flagstaff Aquaplex, a Host Party shall not charge the Visiting Party for the use of Host Party Facilities unless expressly provided herein.

C. During Non-school Hours, City, through its Parks, Recreation, Open Space, and Events (PROSE) Division, is responsible for scheduling, allocating time, and assessing

fees, if any, for the use of all District fields by Users, except high school and Sinagua Middle School fields.

D. City's PROSE Director or designee shall be responsible for approving and maintaining the schedule of City's Facilities and shall ensure that District has access to the Facilities at the scheduled times.

E. District's Executive Director of Operation Services and Safety in charge of facilities (or designee) shall be responsible to approve and maintain the schedule of District's Facilities and shall ensure that City has access to the Facilities at the scheduled times.

F. Agents, employees, and contractors hired by each Party to provide supervisory, security, or other services at the Host Party's Facilities shall be and remain the agent or employee of the Party by whom the agent, employee, or contractor is hired. If no Host Party personnel are required for the Visiting Party's use of the Facilities, a Host Party may agree to provide keys to a Facility to the Visiting Party to provide access.

G. If an emergency prevents a scheduled use of a Facility by a Visiting Party, the Host Party shall notify the Visiting Party as soon as is practicable following discovery of the emergency situation, and the Host Party shall use all reasonable effort to accommodate the Visiting Party in rescheduling use of the Facility. As used herein, the term "emergency" shall mean (1) a condition of force majeure, (2) an unforeseeable human-caused event (such as vandalism or bombing), (3) extreme weather or unforeseen environmental impacts such as unsafe air quality, or (4) an unforeseeable (with the exercise of reasonable diligence) scheduling conflict with an essential (i) government function in the case of City, or (ii) a school function in the case of District.

H. District may ask City to postpone City's scheduled use of a Recreational Facility by giving City notice of such request not less than forty-eight (48) hours prior to the time that City's scheduled use of a District facility or field, thus enabling City time to reschedule or locate other facilities.

I. Each Party shall present to the other Party a list of the times during which the Party requests use of the other Party's Facilities. Such list shall project a minimum of three (3) months of time but should project as far into the coming fiscal year as is practicable. Subject to Section 2A herein, each of the Parties shall honor the other Party's request to the fullest extent possible.

SECTION 3: CONDITIONS OF USE

A. A Visiting Party's use of a Host Party's Recreational Facilities shall not interfere with the Host Party's use of its other facilities in the usual conduct of its business (i.e., governmental operations by City and school activities by District), nor be inconsistent with the intended and normal use of such Recreational Facilities (e.g., playing baseball in a gymnasium).

B. During a Visiting Party's use of the Host Party's Recreational Facilities, the Visiting Party shall:

1. provide all necessary and appropriate supervision and supplies for the activities conducted at such Recreational Facilities;

2. provide and maintain such supervision and security at such Recreational Facilities as may be necessary to ensure that all Users shall have proper access to the Recreational Facilities and shall not enter any part of the land, buildings, or improvements of the Host Party, other than the Recreational Facilities for the use of which authority is herein granted (e.g., a door propped open without being monitored by staff is a security concern and is not permitted);

i. Site Security: 1st violation is a written notice/warning; 2nd violation will result in a meeting request within two (2) business days to discuss security violation and plan for remedying identified violation; 3rd violation will result in suspension of access and a mandatory meeting prior to restoring access, which may be withheld by Host Party in its sole discretion.

3. be responsible for all expenses related to the supervision, security, and supplies required in conjunction with activities conducted at the Host Party's Recreational Facilities, and for the control, administration, and supervision of its personnel and of the programs and activities so conducted;

4. be responsible for (i) broom-cleaning and trash pick-up from both the playing surface and spectator seating areas, (ii) removal of trash and recycling from the Recreational Facilities at the end of each such use when receptacles are more than half full, (iii) returning the bleachers or equipment (such as basketball hoops) and/or seating areas to the condition in which they were found, and (iv) to the extent possible during or immediately following such use, repairing, replacing, remedying, and reporting any and all damage caused to or at such Recreational Facility by such Visiting Party's use;

5. maintain any and all records properly required for and associated with the conduct of such activities; and

6. inspect the Host Party's Recreational Facilities being used and all fixtures and equipment used therein, for safety conditions and for damage, at the beginning and end of each period of use and report any identified issues to the Host Party.

C. During a Visiting Party's use of a Host Party's Facilities hereunder, the Host Party shall provide all major equipment inherent to operation of intended use (e.g., scoreboards, basketball backboards, and volleyball standards/nets).

SECTION 4: MEETINGS

A. During the term of this Agreement, the Parties shall meet not less than three (3) times per year to discuss and determine:

1. the schedules for the use of Recreational Facilities and any projected closure dates;

2. any required maintenance or repair of the Recreational Facilities;

3. any proposed capital improvements to be made in the foreseeable future; and

4. any other matters concerning the Recreational Facilities that may arise.

SECTION 5: MAINTENANCE, REPAIRS, AND IMPROVEMENTS

A. Irrigation systems, including water scheduling, replacement of parts, drainage, electric, and water lines associated with the irrigation systems, for fields that were improved with City bond funds are the responsibility of City. The District is responsible for irrigation systems at all other District Recreational Facilities, as well as grass cutting of all fields including those previously improved with City bond funds. Repairs will be completed in a timely fashion, as soon as practical, and the schedule of repairs will be communicated quickly and updated often, including notifying District of known problems, such as ponding (so that the District is aware for school uses).

B. Neither Party shall make any repair or improvement to the Recreational Facilities or other property of the other without such other Party's consent.

C. City shall continue to bear primary responsibility for the maintenance of the irrigation systems defined in paragraph A above at City-bond-improved Facilities that are owned by District and used by City and the general public to the standard or level to which the Facilities have been so improved. A list of City-bond-improved Facilities owned by District is attached as Exhibit B. Additional Facilities may be added to or removed from Exhibit B upon the consent of both Parties informally by administrative action.

D. City shall be responsible for an annual payment to District of twenty-five thousand dollars ($25,000) for the maintenance and repair of District Recreational Facilities that are shared by City and the public ("Annual City Maintenance Payment"). This payment compensates District for the wear-and-tear to District Recreational Facilities due to use for City programs and use by the general public. Payments for Recreational Facility maintenance and repair shall be made at the start of each fiscal year. The Annual City Maintenance Payment may be adjusted by the Parties administratively to account for increased maintenance costs, subject to City Council appropriation. Any increases to the Annual City Maintenance Payment must be agreed to in writing by both Parties and will be attached to this Agreement as administrative addenda.

E. If, for any reason, funds are not appropriated by City to provide for maintenance of District facilities for the purposes provided in this Agreement, District may terminate the Agreement at the end of the fiscal period in which the last appropriation occurred. If District decides to continue the Agreement, despite City not making its Annual City Maintenance Payment, the missed payment(s) will not be considered a breach of this Agreement.

F. Except as otherwise provided herein, each Party shall be responsible for the maintenance and repair of its own Recreational Facilities in accordance with recreation industry standards generally, and with all health and/or safety standards, rules, regulations, and laws applicable to such Party.

G. Except as otherwise noted herein, each Party shall repair or replace any and all damage to its Recreational Facilities as soon as practicable, regardless of fault or of whose activities caused such damage. In the event that a Host Party has good cause to believe that use by the Visiting Party has caused damage, other than regular wear-and-tear, to one or more of its Recreational Facilities, then such Host Party shall, as soon as practicable, notify the Visiting Party of the nature and extent of such damage, the date and time it is believed to have been caused, the cost of repair or replacement (as necessary), and all other information available to the Host Party indicating the source or cause of such damage. Upon such notification, if the Visiting Party agrees that it or one of its approved Users caused the damage, it may either complete such repair or replacement with the consent of the Host Party, or agree to pay for the cost of such repair or replacement. The Visiting Party shall reimburse the Host Party for the cost of the repairs or replacement, within thirty (30) days of delivery of invoices showing the actual cost of repair or replacement, or complete the repairs or replacement within thirty (30) days of notification of the damage. If the Visiting Party does not agree that it or one of its approved Users caused the damage, the Parties shall attempt to resolve the matter as described in Section 12 of this Agreement.

SECTION 6: INDEMNIFICATION

To the extent allowed by Arizona law, each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of this Agreement, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor or its officers, officials, agents, employees, or volunteers.

SECTION 7: INSURANCE

Each Party to this Agreement shall procure and maintain for the duration of the Agreement, Commercial General Liability insurance against claims for injury to persons or damage to property which may arise from or in connection with this Agreement. Such policy shall

include broad form contractual coverage and shall name the other Party as an additional insured. Nothing in this Section shall be construed to prohibit a Party from being self-insured.

The minimum amount of Commercial General Liability coverage shall be in the amount of One Million Dollars ($1,000,000) for each occurrence and a Two Million Dollar ($2,000,000) General Aggregate Limit.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

SECTION 8: OWNERSHIP OF EQUIPMENT, FIXTURES, AND IMPROVEMENTS

All tangible personal property (such as equipment, supplies, and materials) brought to or used upon a Recreational Facility shall be and remain the property of the Party providing the personal property. All fixtures and improvements installed or affixed in or upon a Recreational Facility shall become the property of the Host Party at the time installed or affixed.

SECTION 9: AUTHORITY TO CONTRACT

Each Party represents and warrants that it has full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and has taken all required acts or actions necessary to authorize the execution and performance of the Agreement. Each Party represents and warrants that the person signing this Agreement on that Party's behalf has been duly authorized by the Party to sign and bind the Party to this Agreement.

SECTION 10: NOTICES

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this Section:

If to the City:

Parks, Recreation, Open Space, and
Events Director
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the Flagstaff Unified School District:

Superintendent
Flagstaff Unified School District No.1
3285 East Sparrow Avenue
Flagstaff, Arizona 86004

SECTION 11: EFFECTIVE DATE AND TERM

The term of this Agreement shall be five (5) years from its effective date, and is subject to automatic renewal one (1) successive five (5) year period unless either Party elects to terminate in accordance with the terms and conditions of this Agreement.

SECTION 12: DISPUTE RESOLUTION

The Parties hereby covenant and agree to make all reasonable efforts to resolve any and all disputes arising under this Agreement by such informal method of dispute resolution as shall provide the most efficient, expeditious, fair, and inexpensive resolution of such matter.

SECTION 13: INTEGRATION

Each of the Parties acknowledges and agrees that it has not relied upon any statements, representations, agreements, or warranties, except as expressed herein, and that this Agreement constitutes the Parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby superseded and merged in the Agreement.

SECTION 14: TERMINATION

This Agreement may be modified or amended only by written agreement executed by both of the Parties. Any such modification or amendment will become effective when executed by both Parties.

This Agreement may be terminated by either Party for any or no reason upon the terminating Party delivering notice of intent to terminate to the non-terminating Party not less than ninety (90) days prior to the effective date of such termination. If the Agreement is terminated by either Party, District will reimburse City a pro-rated amount of the Annual City Maintenance Payment based on the months remaining in the fiscal year for which the Annual City Maintenance Payment was made as of the date of termination.

Each Party acknowledges that this Agreement may be terminated as provided in Arizona Revised Statutes § 38-511.

SECTION 15: NO ASSIGNMENT; BINDING EFFECT

The benefits of this Agreement may not be assigned by either Party. The duties and obligations of this Agreement may be delegated by either Party and shall be binding upon the successors and delegees.

SECTION 16: SEVERABILITY

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the Parties hereto.

SECTION 17: WAIVER

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, of or any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

SECTION 18: GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Arizona.

SECTION 19: COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

CITY OF FLAGSTAFF, AN ARIZONA MUNICIPAL CORPORATION	FLAGSTAFF UNIFIED SCHOOL DISTRICT NO. 1 OF COCONINO COUNTY ARIZONA, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA
By: _____ Mayor	By: _____ Superintendent
Attest: City Clerk	Attest:
_____	_____

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for the City of Flagstaff, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the City.

_____
City Attorney's Office

In accordance with A.R.S. Section 11-952, the undersigned, as legal counsel for Flagstaff Unified School District No. 1, has reviewed the foregoing intergovernmental agreement and has determined that it is in appropriate form and is within the powers and authority granted to the DISTRICT.

MANGUM, WALL, STOOPS AND WARDEN, PLLC

_____

Attorneys for Flagstaff Unified School District No. 1

Exhibit A

City Use of District Facilities
Mount Elden Middle School dome
Flagstaff High School gym and dome
Coconino High School gym
Sinagua Middle School gym

District Use of City Facilities
Thorpe senior baseball fields
Thorpe multipurpose field
Thorpe softball complex
Foxglenn baseball diamond, softball field, and soccer fields
Continental baseball fields numbers four and five
Thorpe Duck Pond field
Thorpe tennis courts numbers one through four
Hal Jensen Recreation Center tennis courts

Public Use of District Facilities arranged by City
Mount Elden Middle School field
Sechrist Elementary School field
Summit High School (formerly Christensen Elementary) field
DeMiguel Elementary School field
Cromer Elementary School field

Public Use of District Facilities arranged by District
Mount Elden Middle School gym

Exhibit B

Mount Elden Middle School multi-use field
Sechrist Elementary School, 2 multi-use fields
Thomas Elementary School multi-use field

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 06/26/2025

Meeting Date: 07/01/2025

TITLE:

Consideration and Adoption of Resolution No. 2025-41: A resolution of the Flagstaff City Council, reaffirming support for the designation of the Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument and expressing opposition to shrinking the boundaries or repeal of the monument

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-41 by title only
2. City Clerk reads Resolution No. 2025-41 by title only (if approved above)
3. Adopt Resolution No. 2025-41

Executive Summary:

On June 6, 2023, the Flagstaff City Council passed resolution 2023-32 in support of and calling on President Biden to establish the Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument. On April 24, 2025, media reported that the Trump Administration is proposing to shrink the size of several national monuments, including the Baaj Nwaavjo I'tah Kukveni -- Ancestral Footprints of the Grand Canyon National Monument, to open these areas to resource extraction.

The resolution will reaffirm Council's support from 2023 and oppose any shrinking shrinking of the boundaries or repeal of the Baaj Nwaavjo I'tah Kukveni -- Ancestral Footprints of the Grand Canyon National Monument.

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

June 6, 2023 - Council adopted Resolution 2023-32 in suport of the establishment of the Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument.

Options and Alternatives to Recommended Action:

Not adopt the resolution

Connection to PBB Priorities and Objectives:

PBB: Environmental Stewardship, Inclusive and Engaged Community.

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments: Res. 2025-41

RESOLUTION NO. 2025-41

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, REAFFIRMING SUPPORT FOR THE DESIGNATION OF THE BAAJ NWAAVJO I'TAH KUKVENI GRAND CANYON NATIONAL MONUMENT AND EXPRESSING OPPOSITION TO SHRINKING THE BOUNDARIES OR REPEAL OF THE MONUMENT

RECITALS:

WHEREAS, on August 8, 2023, President Joe Biden signed proclamation 10606 to protect 917,618 acres of National Forest and Bureau of Land Management land north and south of Grand Canyon National Park as the Baaj Nwaavjo I'tah Kukveni - Ancestral Footprints of Grand Canyon National Monument; and

WHEREAS, the lands within the Baaj Nwaavjo I'tah Kukveni - Ancestral Footprints of Grand Canyon National Monument are sacred to Tribal Nations and Indigenous people and the Grand Canyon Tribal Coalition, including members of the Havasupai Tribe, Hopi Tribe, Hualapai Tribe, Kaibab Paiute Tribe, Las Vegas Band of Paiute Tribe, Moapa Band of Paiutes, Paiute Indian Tribe of Utah, Navajo Nation, San Juan Southern Paiute Tribe, Yavapai-Apache Nation, Pueblo of Zuni, and the Colorado River Indian Tribes requested and supported establishment of the national monument; and

WHEREAS, the Baaj Nwaavjo I'tah Kukveni - Ancestral Footprints of Grand Canyon National Monument contains significant objects of historic and scientific interest that need the protection a monument designation provides; and

WHEREAS, the Baaj Nwaavjo I'tah Kukveni - Ancestral Footprints of Grand Canyon National Monument contains numerous sites sacred to Indigenous people and Tribal Nations, including Red Butte; and

WHEREAS, Baaj Nwaavjo I'tah Kukveni - Ancestral Footprints of Grand Canyon National Monument includes a diverse ecology of plants and animals, including mule deer and mountain lions and endangered California condors, and includes migratory corridors for hundreds of bird and mammal species; and

WHEREAS, a December 2024 poll found that 80% of Arizona voters support Baaj Nwaavjo I'tah Kukveni – Ancestral Footprints of the Grand Canyon National Monument; and

WHEREAS, the Colorado College State of the Rockies Project 2025 Conservation in the West poll found that 88% of Arizonans "believe that existing national monument designations from the last decade should be kept in place"; and

WHEREAS, on June 6, 2023, the Flagstaff City Council passed resolution 2023-32 in support of and calling on President Biden to establish the Baaj Nwaavjo I'tah Kukveni Grand Canyon National Monument; and

WHEREAS, on April 24, 2025, media reported that the Trump Administration is proposing to shrink the size of several national monuments, including the Baaj Nwaavjo I'tah Kukveni – Ancestral Footprints of the Grand Canyon National Monument, to open these areas to resource extraction; and

WHEREAS, on June 10, 2025 the Department of Justice's Office of Legal Counsel issued a legal opinion that presidents have the authority to revoke national monument designations made by previous presidents.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Flagstaff City Council reaffirms its support for the designation of the Baaj Nwaavjo I'tah Kukveni – Ancestral Footprints of the Grand Canyon National Monument.

SECTION 2. The Flagstaff City Council concludes that the Baaj Nwaavjo I'tah Kukveni – Ancestral Footprints of the Grand Canyon National Monument and all designated National Monuments deserve to be safeguarded and retained as proclaimed under the 1906 Antiquities Act.

SECTION 3. The Flagstaff City Council expresses its strong opposition to any shrinking of the boundaries or repeal of the Baaj Nwaavjo I'tah Kukveni – Ancestral Footprints of the Grand Canyon National Monument.

SECTION 4. The Flagstaff City Council directs the city's federal lobbyists to take the necessary measures to communicate the City of Flagstaff's opposition to the shrinking of boundaries or repeal of the Baaj Nwaavjo I'tah Kukveni – Ancestral Footprints of the Grand Canyon National Monument and the subsequent opening of areas within the monument to resource extraction, mining exploration, and potential development.

SECTION 5. Copies of this resolution will be sent to the members of the Arizona Congressional Delegation, the Governor of Arizona, and the relevant federal land management agencies.

SECTION 6. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of July, 2025.

_____
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: 06/25/2025

Meeting Date: 07/01/2025

TITLE:
Consideration and Approval: Use of the Council Initiative Fund for Fiscal Year 26

STAFF RECOMMENDED ACTION:

1. Consideration of the use of the Council Initiative Fund to support NAU Marching Band.
2. Consideration of the use of the Council Initiative Fund to support the Market of Dreams.

Executive Summary:
A request was made by Mayor Daggett to consider using the Council Initiative Fund to support the NAU Marching Band who will be performing in the Macy's Day Parade.

A request was made by Councilmember Garcia to consider using the Council Initiative Fund to support the Market of Dreams

Financial Impact:
Cost: Up to $25,000
Account Number Budgeted: 001-09-401-1300-1-4290
FY26 Budgeted Amount: $25,000.00
Funding Source: General Fund

Amount currently available for use is $25,000.

Policy Impact:
None

Previous Council Decision or Community Discussion:
None

Options and Alternatives to Recommended Action:
None

Background and History:
The Council Initiatives Fund was established and included in the 2020-21 Budget. The formation of this particular fund was not driven by any singular request or need, but rather as a proactive measure to enable our City Council to approve unforeseen expenditures, from time to time, that would be of benefit to the Flagstaff community. The fund is limited in amount ($25K annual appropriation) and it does not rollover or accumulate. It is an annual appropriation.

There are numerous instances throughout the course of the fiscal year where Council may want to approve miscellaneous expenditures, for the benefit of our community, that simply do not fall neatly within a specific

budget appropriation. This fund is intended to allow Council some discretion to approve such expenditures. There is no established process for doing so, other than majority support. We of course always need to stay within our legal parameters and our City Attorney can advise accordingly. Similarly, such matters should be identified on the Council meeting agenda, as an action item.

Connection to PBB Priorities and Objectives:
The Council Initiative fund is intended to support all Council goals, objectives and priorities.

Connection to Regional Plan:
None

Connection to Carbon Neutrality Plan:
None

Connection to 10-Year Housing Plan:
None

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tia Hatton, Sustainability Coordinator II

Co-Submitter: Nicole Antonopoulos

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE
FY24 Neighborhood Sustainability Grant Projects Report

STAFF RECOMMENDED ACTION:

Information only

Executive Summary:
The Neighborhood Sustainability Grant program is an annual funding opportunity administered by the Sustainability Division with integral assistance from the Sustainability Commission. The program supports new or existing community-led sustainability projects that align with City and community goals, such as promoting volunteerism, building partnerships, and meaningfully engaging all aspects of the community.

This report and presentation provide an overview of the outcomes and impacts of the FY24 grant cycle.

Information:
Each year, the Sustainability Commission reviews, scores, and votes on the Neighborhood Sustainability Grant applications. In fiscal year 2023-2024, the City allocated $75,000 to support 13 community projects. The FY24 awardees were: Thaddeus Cates and the Factory, Flagstaff Community Market, Flagstaff Family Food Center, Northland Hospice and Palliative Care, Inc., Housing Solutions of Northern Arizona with Sharon's Attic, Flagstaff Shelter Services, Lily of the Field, Flagstaff Junior Academy, Community Assistance Teams of Flagstaff, Restoration Soils, Indigenous Bible College (formerly Indian Bible College), Alexi Kimiatek, and Well Deserved Flagstaff Community Fridges.

Since its inception over a decade ago, the Neighborhood Sustainability Grant program has funded over 80 projects across Flagstaff. The Program is funded through the Environmental Management Fee.

Attachments: FY24 Neighborhood Sustainability Grant Projects Report

NEIGHBORHOOD SUSTAINABILITY GRANT FY24 REPORT

Tia Hatton Tenny and Kenzie Marino

July 1, 2025

NEIGHBORHOOD SUSTAINABILITY GRANTS:

An annual grant program to fund creative projects that enhance community sustainability and promote healthy lifestyles through community partnerships.

In the FY24 grant year, **$75,000 was allocated to 13 projects** across the following 4 categories: **Food, Climate Action, Waste, and Transportation**.



Bushmaster Park Community Fruit Orchard

Alexi Kimiatek





AWARD AMOUNT: $7,500

CATEGORY: FOOD

PROJECT PURPOSE & GOALS:

- attract and support pollinators
- provide shade and gathering space
- engage volunteers through planting effort
- provide public food access

PROJECT ACCOMPLISHMENTS

29

FRUIT TREES PLANTED

Including Apricots, plums, and peaches.

20-30

COMMUNITY MEMBERS

assisted with constructing the orchard, including installing fencing & planting saplings.

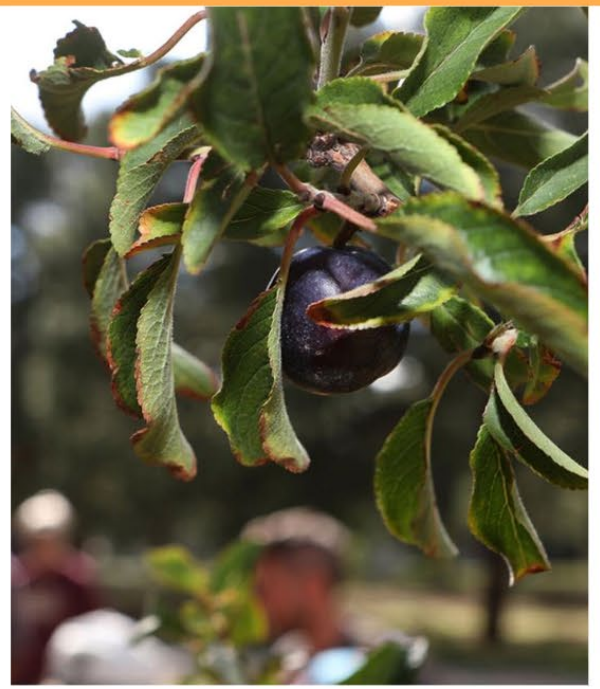
DRIP IRRIGATION

INSTALLED

by Morning Dew to efficiently water all trees.









Hospice Home Olivia White Garden Expansion

Northland Hospice and Palliative Care, Inc.





AWARD AMOUNT: $5,000

CATEGORY: FOOD

PROJECT PURPOSE & GOALS:

- expand the sustainable food garden and add a pollinator habitat
- provide a more productive source of fresh, organic fruits, vegetables, and herbs for hospice patients

PROJECT ACCOMPLISHMENTS

UPGRADED

paths, fences, garden beds, and irrigation

1,670

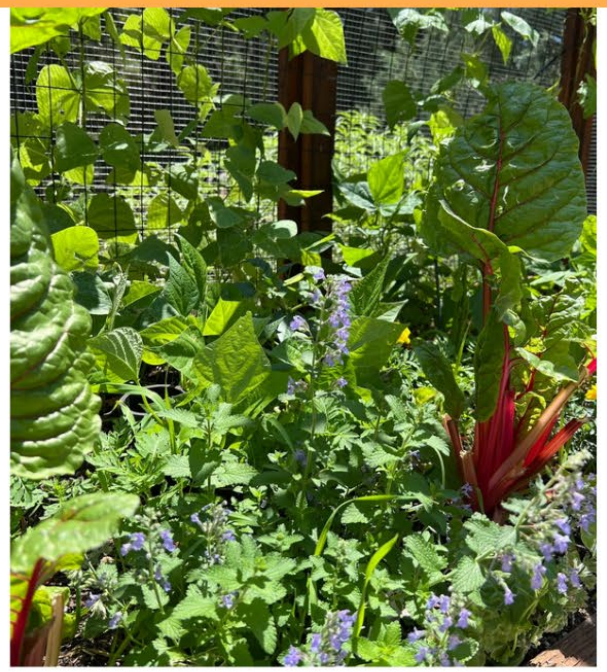
volunteer hours

Assisted with constructing the orchard, including installing fencing & planting saplings

DOUBLED

the amount of visitors

to the garden



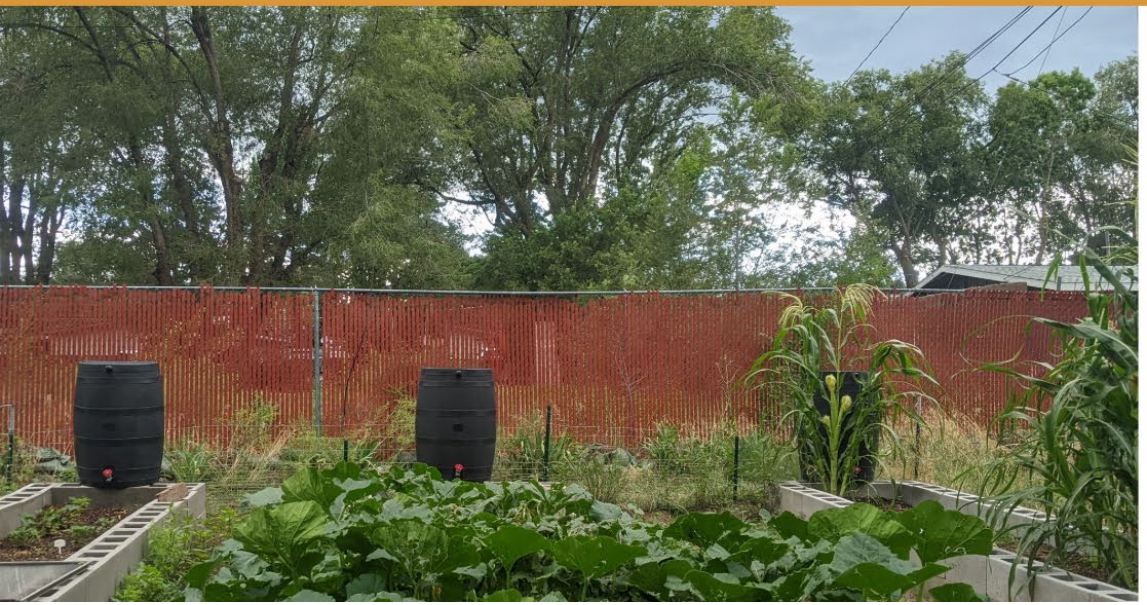




Community Garden Expansion

Indigenous Bible College (formerly Indian Bible College)





AWARD AMOUNT: $2,154

CATEGORY: FOOD

PROJECT PURPOSE & GOALS:

- increase students knowledge on how to grow, harvest, and prepare their own healthy food
- reduce food waste and begin a kitchen composting to build hyperlocal soil
- integrate with their fifth wind entrepreneurial program

PROJECT ACCOMPLISHMENTS

REDUCED WASTE

by purchasing and using a compost tumbler and repurposing leaves collected on annual service day

GREW

squash, blue corn, snap peas, potatoes, strawberries, and more!

CELEBRATED

the end of the season with a harvest festival in October 2024

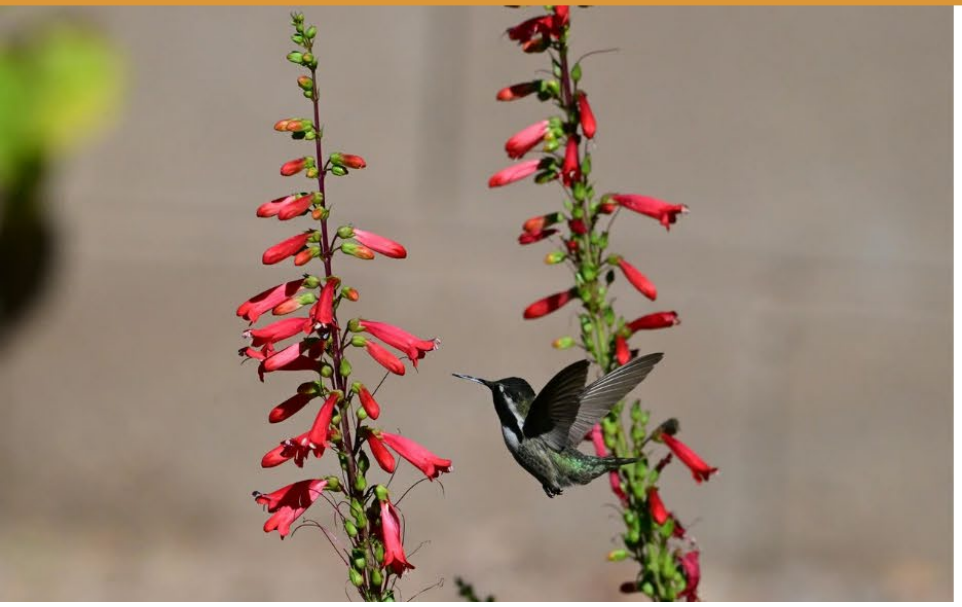




Gardener's Market

Lily of the Field





AWARD AMOUNT: $2,400

CATEGORY: FOOD

PROJECT PURPOSE & GOALS:

- increase access to locally grown food and native plants
- provide sustainability related education opportunities for community on the eastside of flagstaff
- reduce costs for local businesses and vendors

PROJECT ACCOMPLISHMENTS

NINE

local workshops
provided for free to market attendees

NINE

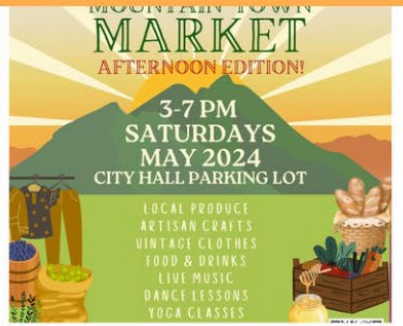
local growers provided
market space free of charge at these markets

NEW PARTNERSHIP

with the **Flagstaff Mountain Town Market**













Farm to Food Center

Flagstaff Community Market





AWARD AMOUNT: $6,700

CATEGORY: FOOD

PROJECT PURPOSE & GOALS:

- support local and regional food producers
- increase local food security for food center participants
- reduce food waste at the end of market days

PROJECT ACCOMPLISHMENTS

TEN

Local and regional growers supported
by purchasing leftover produce at the end of markets

PROVIDED FOOD

to the Flagstaff Family Food Center
Across fourteen weeks of the community market season





In Progress / Still Wrapping Up:

Forest Garden Foret



Flagstaff Junior Academy
Estimated project completion date: October 2025

AWARD AMOUNT: $6,000
CATEGORY: FOOD
PROJECT PURPOSE & GOALS:

- teach students how to plant, grow, maintain, and harvest from Flagstasfaff adapted plants at their new school campus
- support their school climate action plan goals
- build partnerships with surrounding communities, such as the nearby senior center

In Progress / Still Wrapping Up

Peaceful Valley Permaculture

Thaddeus Cates and The Factory

Estimated project completion date: January 2026



AWARD AMOUNT: $7,500

CATEGORY: CLIMATE ACTION

PROJECT PURPOSE & GOALS:

- demonstrate by example and through educational events, the benefits of permaculture practices
- engage volunteers and local partners in the project



Healthy Soils and Thriving Gardens Project

Restoration Soils





AWARD AMOUNT: $6,000

CATEGORY: WASTE

PROJECT PURPOSE & GOALS:

- supply quality compost from the Restoration Soils industrial composting facility for use in community and school gardens
- build a more circular local economy and improve the productivity of our local soils

PROJECT ACCOMPLISHMENTS

PRODUCED

HIGH-QUALITY COMPOST

from food waste diverted from local schools

ENGAGED

STUDENTS & TEACHERS

about the importance of diverting waste through compost

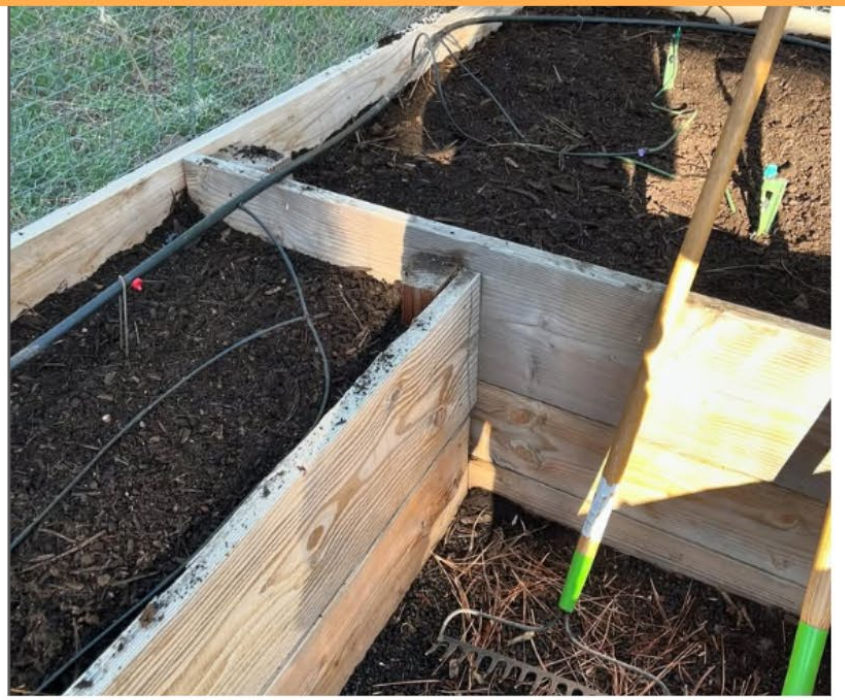
ENABLED

SCHOOL GARDENS

to access locally produced soil amendments







FAT C.A.Ts

Community Assistance Teams of Flagstaff





AWARD AMOUNT: $7,500

CATEGORY: WASTE

PROJECT PURPOSE & GOALS:

- provide opportunities for unemployed and unsheltered relatives to learn skills and potentially earn income
- set up a woodworking and art shop where waste wood will be repurposed and upcycled by unsheltered community members, then sold on their behalf by Fat C.A.Ts

PROJECT ACCOMPLISHMENTS

COMPLETED

a new compost hub

for the Flagstaff Family Food Center

RECEIVED

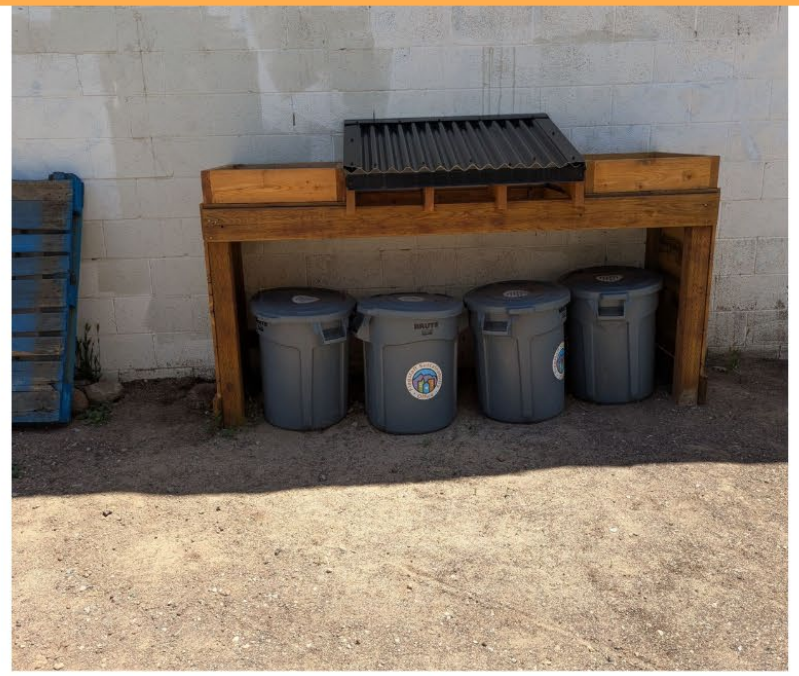
tool donations

from Quality Connections, the Coco op, local contractors, and community members

EXPANDED

to bicycle reburishing work

through merging with Lefty Loosey and donations from Adam Shimoni



FAT·CATS

FROM TRASH TO TREASURE



Kitchen Composting Program

Flagstaff Family Food Center





AWARD AMOUNT: $7,500

CATEGORY: WASTE

PROJECT PURPOSE & GOALS:

- reduce food waste and educate the Sunnyside community on food waste
- create a new composting hub and host educational programs around composting, nutrition, and cooking

PROJECT ACCOMPLISHMENTS

7,500

POUNDS

of kitchen food scraps diverted from the landfill

50

COMPOST BINS

handed out to community members in outreach efforts

75

PARTICIPANTS

engaged in sustainability workshops on composting, gardening, and cooking







Reducing Waste, Creating Value, Sustainable Shopping

Sharon's Attic &
Housing Solutions of Northern Arizona





AWARD AMOUNT: $4,600
CATEGORY: WASTE

PROJECT PURPOSE & GOALS:

- promote waste reduction through education and outreach about sustainability and second hand shopping, while increasing awareness of Sharon's Attic mission
- host hands-on workshops aimed at demonstrating how to repurposed reuse households items

PROJECT ACCOMPLISHMENTS

FOUR

community workshops hosted

Including sashiko stitching, mug rug weaving, visible mending, and patching/upcycling clothing.

PROMOTED

sustainability, reuse, and waste reduction

through outreach and educational materials

STRENGTHENED

partnerships

with Threaded Together, Habitat for Humanity, High Style Flag, and community members.





In Progress / Still Wrapping Up

Flagstaff Community Fridges





Well Deserved

Fridge is installed and accessible - project is now collecting more data

AWARD AMOUNT: $7,500

CATEGORY: WASTE PREVENTION

PROJECT PURPOSE & GOALS:

- reduce food waste
- increase food access with low barriers
- engage volunteers in a new-to-Flagstaff model of food access

In Progress / Still Wrapping Up

Flagstaff Shelter Services' Bike Program



Flagstaff Shelter Services

Estimated project completion date: July 2025

AWARD AMOUNT: $6,000

CATEGORY: TRANSPORTATION

PROJECT PURPOSE & GOALS:

- purchase bike racks for The Crown, FSS' 58-unit former motel property on Route 66 to allow residents to securely store their bikes when not in use for years to come.
- continue the collaborative, volunteer-led Bike Program equips Flagstaff residents experiencing homelessness with repaired bikes to provide transportation to and from work, job interviews, medical appointments and community resources.





NSG Discovery Stroll: Pathways to Sustainability

A community event to recognize, celebrate, and discovery sustainability projects and organizations.

Held on March 27, 2025 at the Market of Dreams from 5:00 - 7:00pm



Current Grant Projects (FY24-25)

Climate Action

- Flagstaff Mountain -Town Market's Shared Solar Generator Project ($7,500)
- Testing Biochar to Clean Up Reclaimed Water by Ward Davis ($652)

Food

- Elevated Gardening's Grow Food at High Altitudes for People and Pollinators ($7,500)
- Flagstaff Art and Leadership Academy School Garden to Community Table ($7,500)

Resilience

- Coco-op Tool Library Update Project ($7,500)
- Sustaining the Arboretum's Native and Edible Plant Production ($7,500)
- Southside Community Association's Southside Service Corp Pilot ($7,500)
- Townsite Urban Farm's Cultivating Connections ($7,500)
- Community Acupuncture Mobile Sustainability Project ($7,491)

Transportation

- School Carpooling by Dr. Kate Rose and Wild Steps ($7,000)

Waste

- Empowering through E-Waste by Quality Connections ($7,500)

THANK YOU

Applications for this year's grant program will open by Sept. 1, 2025.

Grant information can be found at flagstaff.az.gov/NSG.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Georganna Staskey, Deputy City Clerk

Date: 06/30/2025

Meeting Date: 07/01/2025

TITLE:
Update on Coconino County Community College 2025 Bond Question

STAFF RECOMMENDED ACTION:

Information only

Executive Summary:

Financial Impact:
Project Name:
Cost:
Account Number Budgeted:
FY Budgeted Amount:
Grant Funded:
Funding Source:

Policy Impact:

Previous Council Decision or Community Discussion:

Options and Alternatives to Recommended Action:

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments: Presentation

CCC Capital Construction Bond Information Overview

Coconino Community College

Bond Overview

- $100 million capital construction bond proposal
- First CCC construction bond request in 25 years
- Projects span Flagstaff, Page, and Williams
- Estimated cost: $6–7/month for average residential property (assessed value) in Flagstaff
  - $2–3/month for average residential property in Williams/Page
- No administrative costs included
- CCC Foundation commitment of $10M for admin/staff costs
  - College will cover remaining admin/staffing costs

Project Scope

- Rebuild Fourth Street Campus
- Construct new Allied Health building (Lone Tree Campus)
- Build CTE lab space at Williams High School
- Expand Page Campus (student housing + programs)

Potential Timeline

Potential Timeframe Assuming Bond Passage



H3 Jobs & Workforce Impact

- All programs lead to High-wage, High-skill, High-demand careers (H3)
- Local job placement: students stay and contribute to communities
- Meets critical workforce gaps in healthcare, construction trades, manufacturing, and public safety

Fourth Street Campus – Program Highlights

- Construction Trades: HVAC, Electrical, Plumbing
- Advanced Manufacturing
- High Country Training Academy
  - Northern Arizona’s only POST-Certified Law Enforcement Academy
- Adult Basic Education / GED programming
- Boys & Girls Club of Northern Arizona
- East Flagstaff Library
- 100+ additional parking spots



Coconino Community College



Coconino Community College



Coconino Community College



Coconino Community College

Allied Health Building – Program Highlights

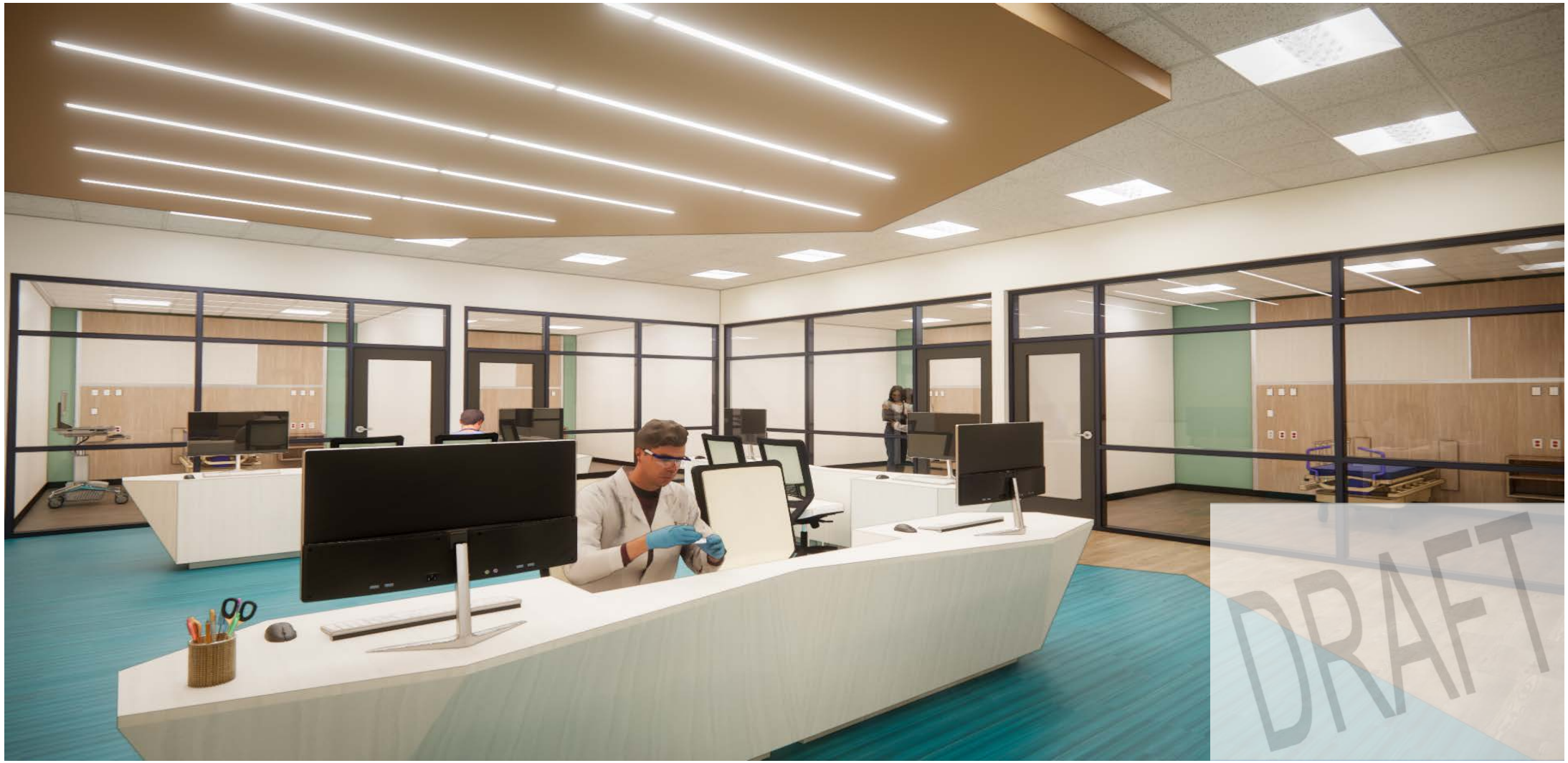
- Expand Nursing program by up to 20 students/year
- New programs: Surgical Tech, Radiologic Tech, Respiratory Therapy (CCC's First Baccalaureate Degree)
  - 15-20 students per year, per program
- EMS/EMT, Paramedic, and Fire Science
- Likely to be located on Lone Tree Campus



Coconino Community College



Coconino Community College



Coconino Community College

Frequently Asked Questions

Frequently Asked Questions (FAQs)

1. Why is Coconino Community College asking for a bond now?
CCC has not asked voters for a capital bond in 25 years. Enrollment growth, evolving workforce needs, and outdated facilities necessitate new investment.

2. What projects will the bond fund?

- Rebuild of the Fourth Street Campus
- Construction of a new Allied Health building at Lone Tree
- CTE lab space at Williams High School
- Student housing and program expansion at the Page Campus

3. How much will this bond cost me?

- Estimated at **$6–7/month** for the average Flagstaff homeowner
- **$2–3/month** for homeowners in Williams and Page

Frequently Asked Questions

4. Will this bond impact student tuition or fees?
No. Bond funding is separate from operational funding and does not affect tuition or student fees.

5. What kinds of programs will be offered in the new facilities?
High-demand fields such as nursing, EMS/EMT, surgical technology, law enforcement, construction trades, and more—all aligned with Arizona's H3 (High-wage, High-skill, High-demand) job categories.

6. How does this bond benefit local communities?
It provides workforce training to fill critical local job shortages in healthcare, public safety, and skilled trades—allowing students to stay and work in their communities.

7. Are there partnerships involved in these projects?
Yes. CCC is exploring co-located facilities for a **Boys & Girls Club** and a **City of Flagstaff East Side Library** on the Fourth Street Campus.

Frequently Asked Questions

8. What happens if the bond is not approved?

The college will continue operating with current facilities and funding, but growth and new programs will not be feasible and infrastructure needs will remain unaddressed.

9. Who is eligible to vote on the bond?

All registered voters (as of October 6, 2025) residing within Coconino County

10. When is the election and is this a mail-only election?

The special bond election will be held on **November 4, 2025**. This is a polling place election. Mail ballots will start to arrive the first week of October and registered voters may choose to return via mail or vote in-person at a polling location on November 4.

Frequently Asked Questions

11. Where will the college's programs go during construction?

The college is planning for temporary relocation of all affected programs. This will likely include the college leasing space in other areas of town during the construction process.

Frequently Asked Questions

$100 Million Bond Election – Estimated Cost to Taxpayer

The following tables illustrate the estimated annual and monthly cost to taxpayers, including principal and interest, based on varying types of property, property values and assessed values. To determine your estimated tax increase, refer to your property tax statement which identifies the specific assessed value of your property.

BASED ON VIP STATUTORY GROWTH RESTRICTIONS

ESTIMATED AVERAGE ANNUAL BOND TAX RATE PER $100 OF ASSESSED VALUATION: $0.2458

RESIDENTIAL PROPERTY (Assessed at 10.0%)

Value for Tax Purposes (a)	2025/26 Assessed Value	Estimated Average Annual Cost (b)	Estimated Average Monthly Cost (b)
$100,000	$10,000	$24.58	$2.05
316,763 (c)	**31,676** (c)	**77.86**	**6.49**

The tax impact over the term of the bonds on an owner-occupied residence valued by the County Assessor at $250,000 is estimated to be $67.06 per year for 21 years or $1,408.26 total cost. (e)

COMMERCIAL PROPERTY (Assessed at 16.0%) (d)

Value for Tax Purposes (a)	2025/26 Assessed Value	Estimated Average Annual Cost (b)	Estimated Average Monthly Cost (b)
$1,022,937 (c)	**$163,670** (c)	**$402.30**	**$33.53**
750,000	120,000	294.96	24.58

The tax impact over the term of the bonds on a commercial property valued by the County Assessor at $1,000,000 is estimated to be $403.06 per year for 21 years or $8,464.26 total cost. (e)

AGRICULTURAL AND OTHER VACANT PROPERTY (Assessed at 15.0%)

Value for Tax Purposes (a)	2025/26 Assessed Value	Estimated Average Annual Cost (b)	Estimated Average Monthly Cost (b)
$34,834 (c)	**$5,225** (c)	**$12.84**	**$1.07**
75,000	11,250	27.65	2.30

The tax impact over the term of the bonds on a agricultural and vacant property valued by the County Assessor at $100,000 is estimated to be $40.24 per year for 21 years or $845.04 total cost. (e)

Note: The information in this analysis is not intended to be used as the primary basis for determining an issuer's bonding capacity, tax rate or ability to sell bonds. This analysis is based on assumptions provided by sources considered to be reliable, including the issuer, but is not guaranteed as to accuracy and does not purport to be complete. Any information expressed in this analysis is subject to change. See applicable footnotes on Slide 10.

STIFEL | Public Finance

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Seth Gregar, Fire Captain

Co-Submitter: Mark Gaillard

Co-Submitter: Shannon Anderson

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE
2024 CARE unit annual update

STAFF RECOMMENDED ACTION:

Discussion and yearly update of 2024 CARE unit.

Executive Summary:
The City of Flagstaff has been in partnership with Terros Health since October 2021 to implement a unit that would assist in a reduction of non-emergent type calls to the Flagstaff Fire Department and Flagstaff Police. The CARE unit officially went into service in March 2022. Every year, we take the opportunity to provide the Council with updates on the progress of the CARE unit. This will be a brief overview of the last year, looking at comparable data from previous years.

Information:
The City has partnered with Terros Health on the CARE unit for over three years now. The outcome of that partnership, coupled with numerous partnerships within the community, has allowed for a re-distribution of non-emergent calls (averaging over 1000 calls per year) from our public safety providers.

This year we are again seeing increased call volumes through the 911 Dispatch center for public safety and the CARE unit. In previous years the City experienced a dip in call volume due to inclement weather. Given the additional facilities avialable in the community the call volume has stayed more steady and increased over prior years. By re-directing the non-emergent type calls through the CARE unit, we are keeping our limited resources within public safety more readily available for more emergent calls for service. It is important to note that many of these 911 Dispatch calls for service are being generated from passerby community members (known as 3rd party callers) who do not have any information on the issue or condition of the person they are calling in reference to. The CARE unit continues their proactive outreach in an attempt to reduce the number of these third-party calls. This proactive outreach also allows us the opporutnity to build a rapport with clients which better supports any future interactions. The proactive outreach and response to calls for service for substance use, trauma informed, mental or behavioral health related events have continued to meet the primary objectives of engaging those in need with the most appropriate services and keeping them safe and out of the justice system and emergency room.

The Flagstaff Fire Department (specifically the EMS Battalion Chief) will continue to be the City program manager and work to ensure the scope of the unit is maintained as designed.

Attachments: CARE Pres 2024 pdf



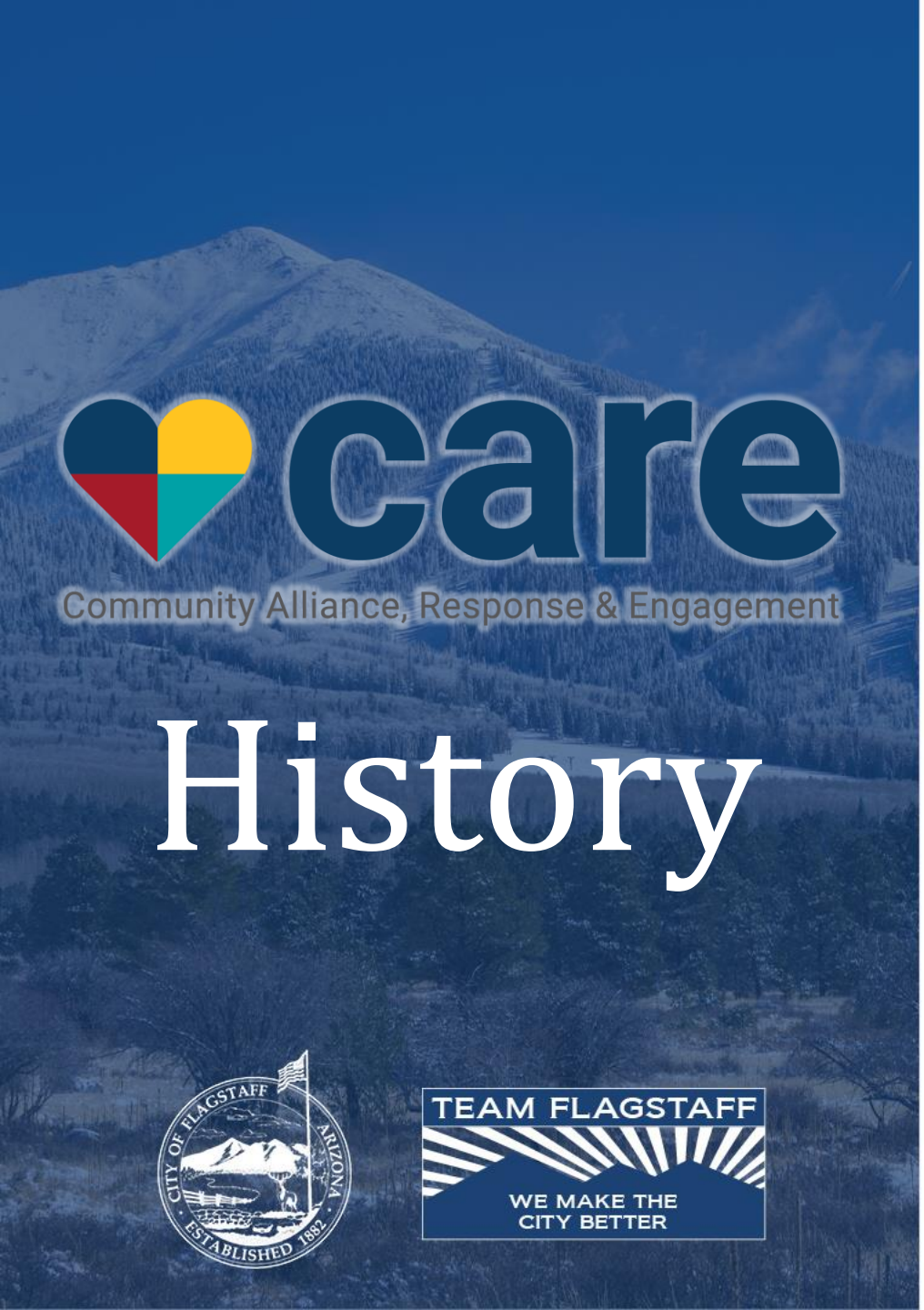
Care Unit Annual Report

July 1, 2025

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

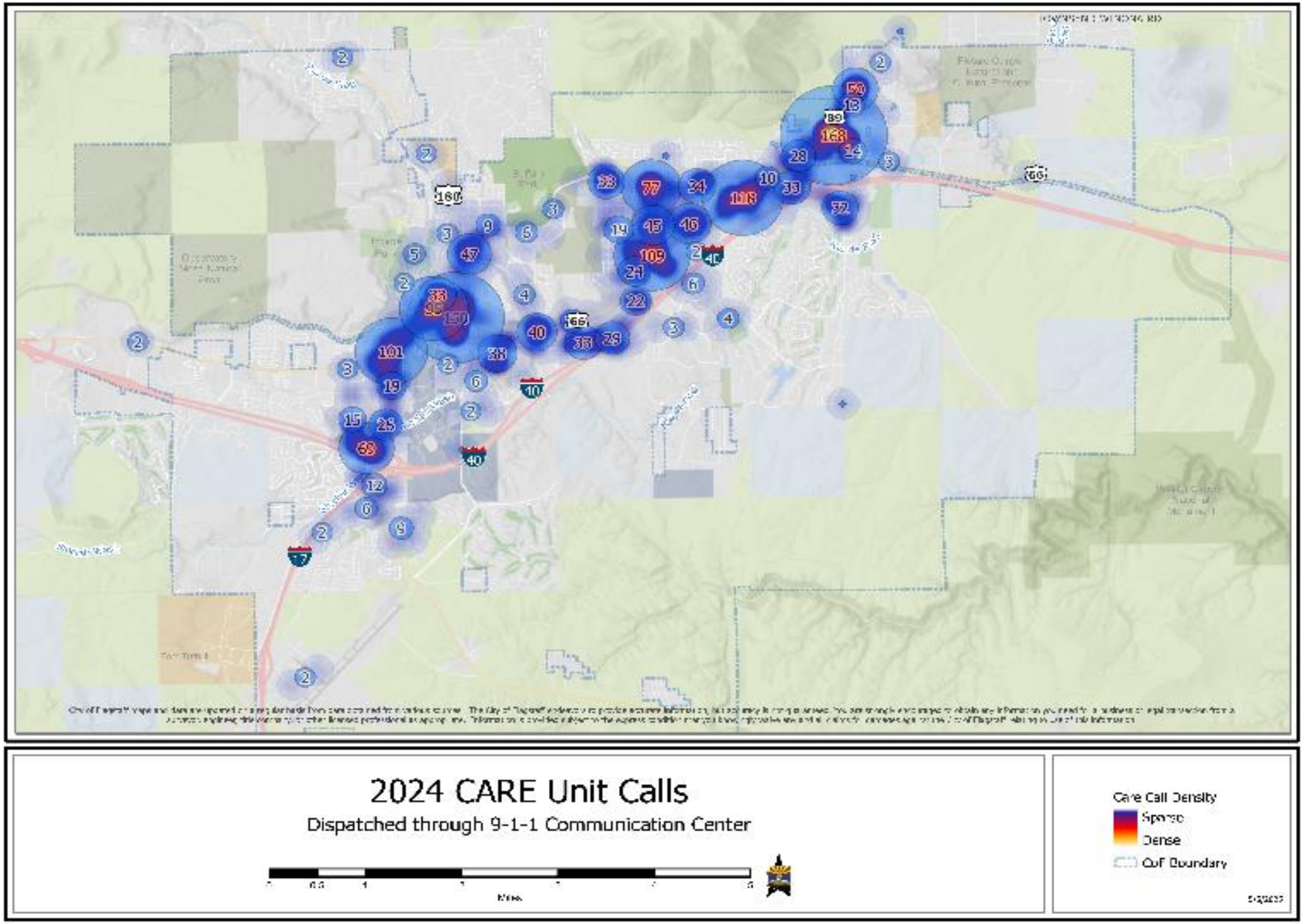
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



- Vision of the Council
- Create an alternative response model
- Terros and Flagstaff Fire
- Started on March 28, 2022
- Crisis Clinician
- Terros EMT
- Community Support/Reduction on Public Safety
  - 911 dispatch (OMEGA)
  - Proactive outreach

CARE 2024 Call Locations



Calls for Service

Over 3000 dispatches since March 2021

- Less light and siren responses reducing risk of traffic accidents
- Keeps all risk units more available for true emergencies
- Over 1900 calls diverted from the Emergency Department
- Equates to over 10% of total Fire Department Calls

Over 2000 outreach attempts

- Providing resources and needs
- Stabilization of the community
- Problems solving opportunities

FPD & FFD Calls for Service

	2019	2022	2024
FPD Mental Health Related Calls	2,491	3,067	3,437
FPD Low Priority Alcohol Related Calls	2,828	3,842	3,104
FPD Number of Arrestees Transported to FMC**	346	270	93
FPD Hours Spent at FMC with Arrestees	480	476	241
FFD Man Down Responses	2,618	1,824	1,602
FFD Behavioral Health Related Responses	383	537	334

Reductions

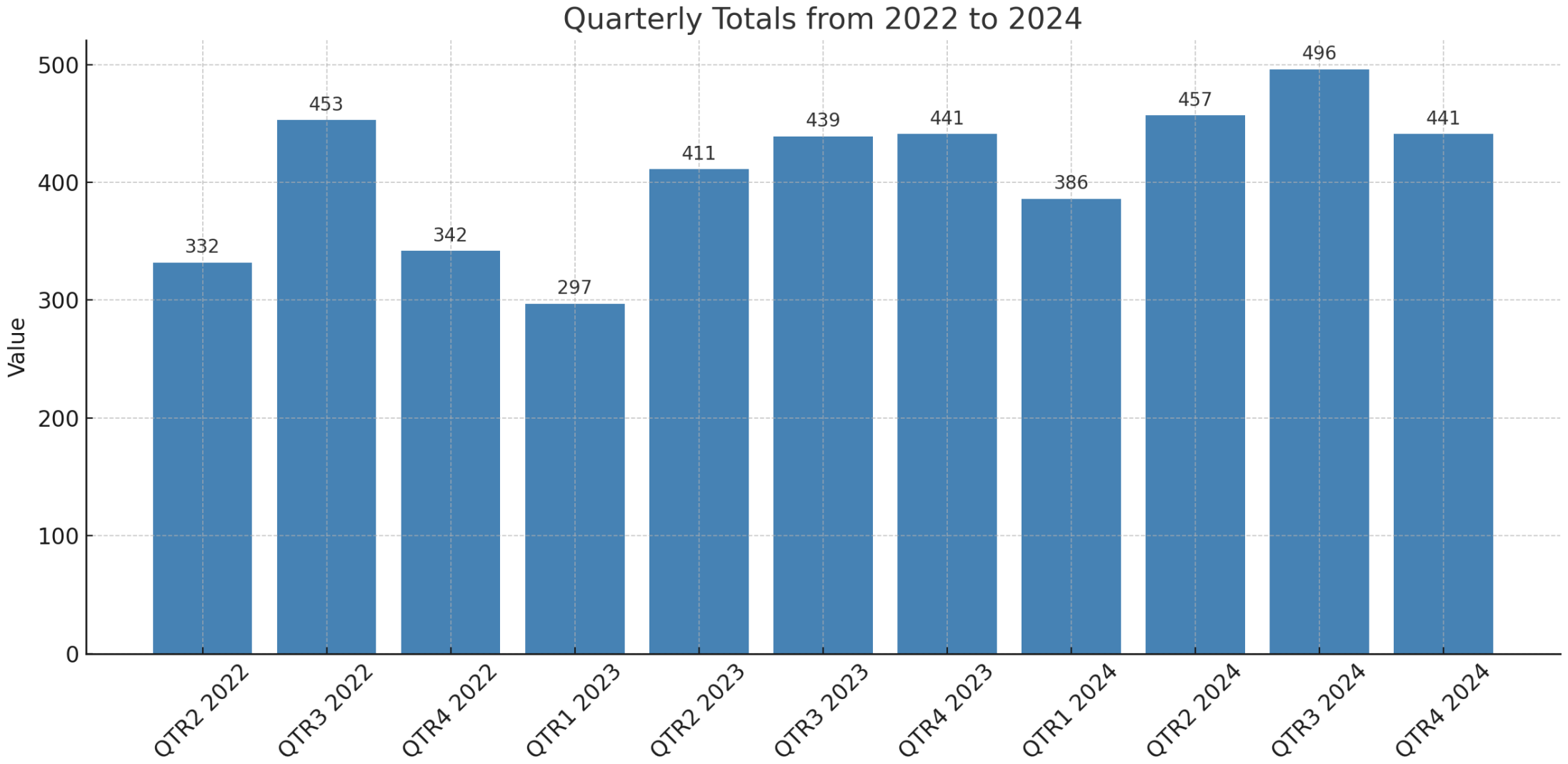
- Reduction in man down responses for FFD
  - Capturing 3rd party/drive by callers
- Initial reduction in arrests/ bookings during CARE hours of operation since inception

ARRESTS (9am to 7pm)				
	2020	2022	2023	2024
Public Consumption	337	51	84	116
Trespass (2nd/3rd)	154	96	76	192
Alcohol Shoplifts	69	43	32	64
Obstruction	43	10	28	26
Obscene Conduct	41	18	15	19
Public Sexual Indecency	12	8	3	5
Total:	656	226	238	422
Data courtesy of Flagstaff Police Department				

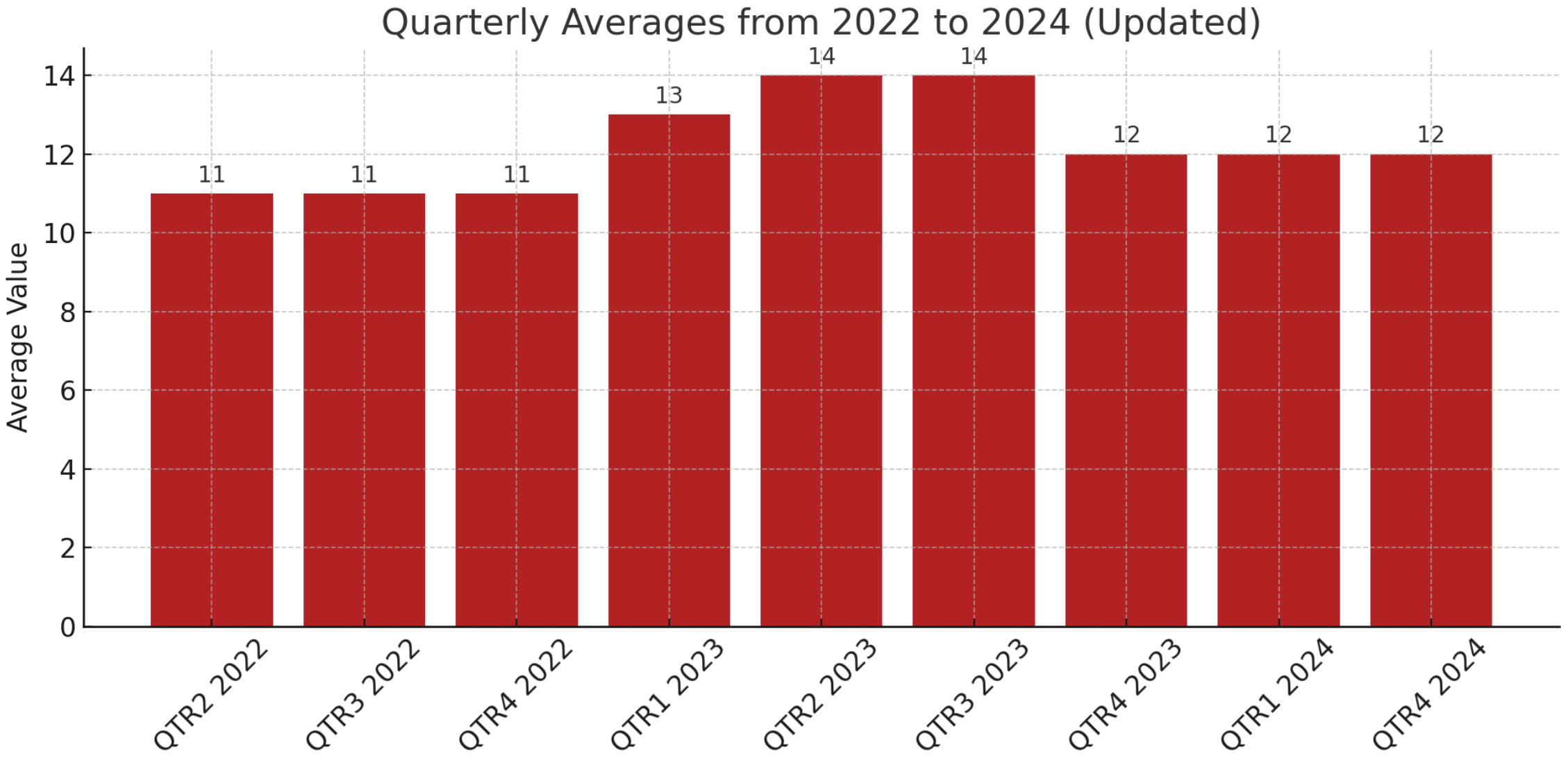
Diversions-2024

- Created to send the right unit to lower acuity incident 911 calls
- Care Requested PD 18 times out of 1780
- 98.9% of the cases have not necessitated a CARE unit request for law enforcement.
- Care Requested GMT 240 times out of 1780
- 86.5 %of the cases have been diverted from the Emergency department

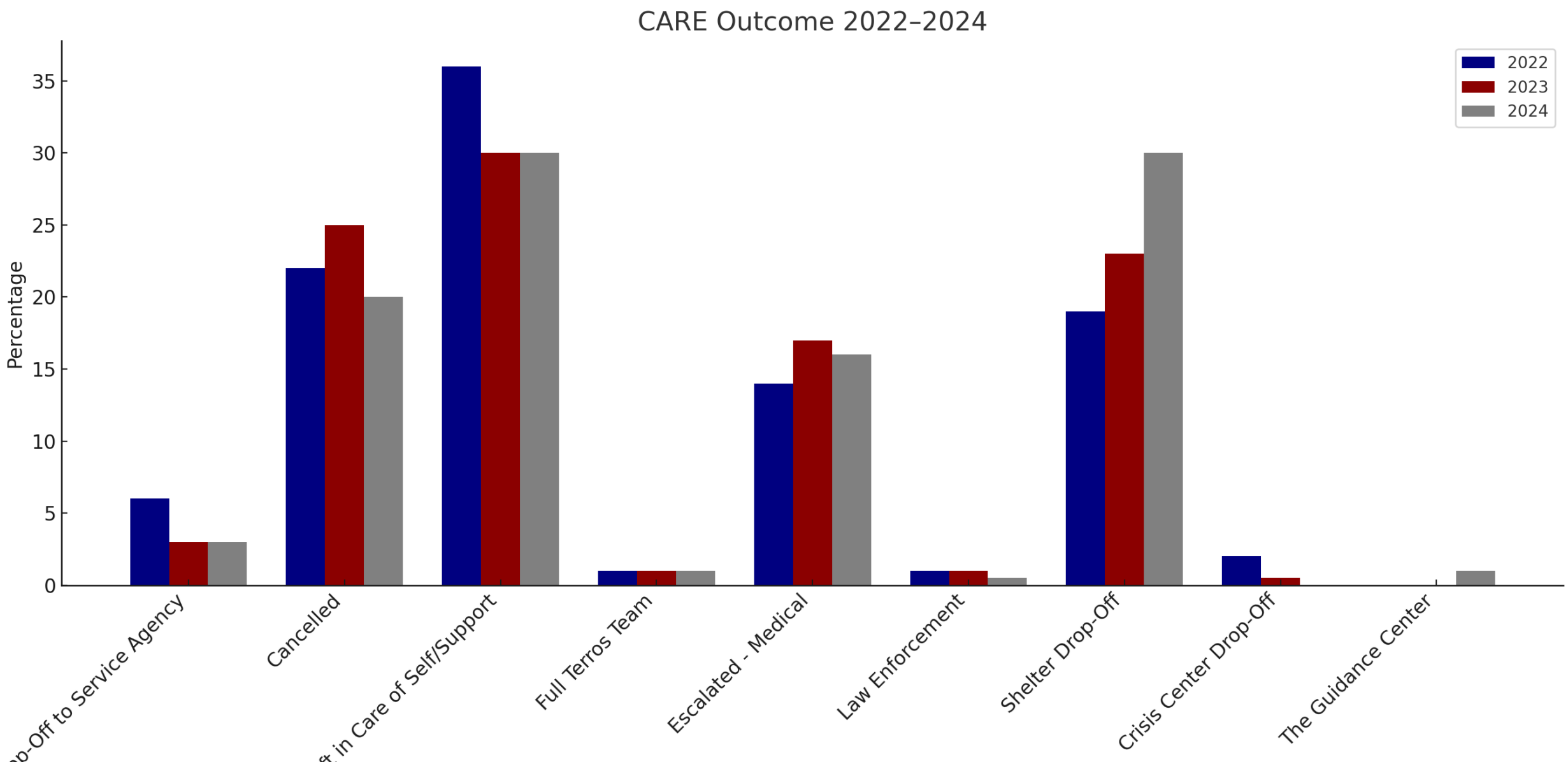
Dispatches Per Quarter



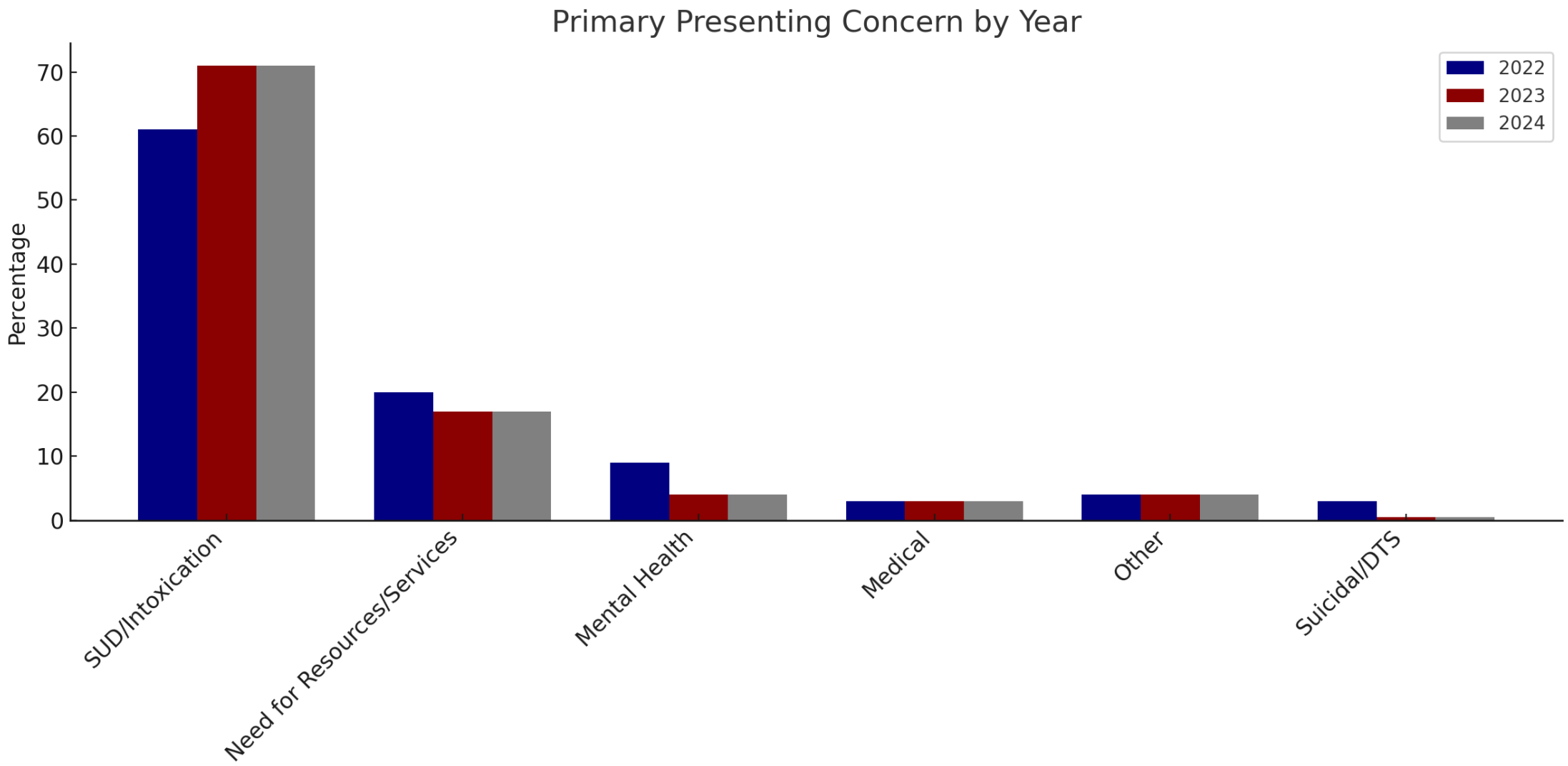
Response Times (Minutes)



Response Outcomes



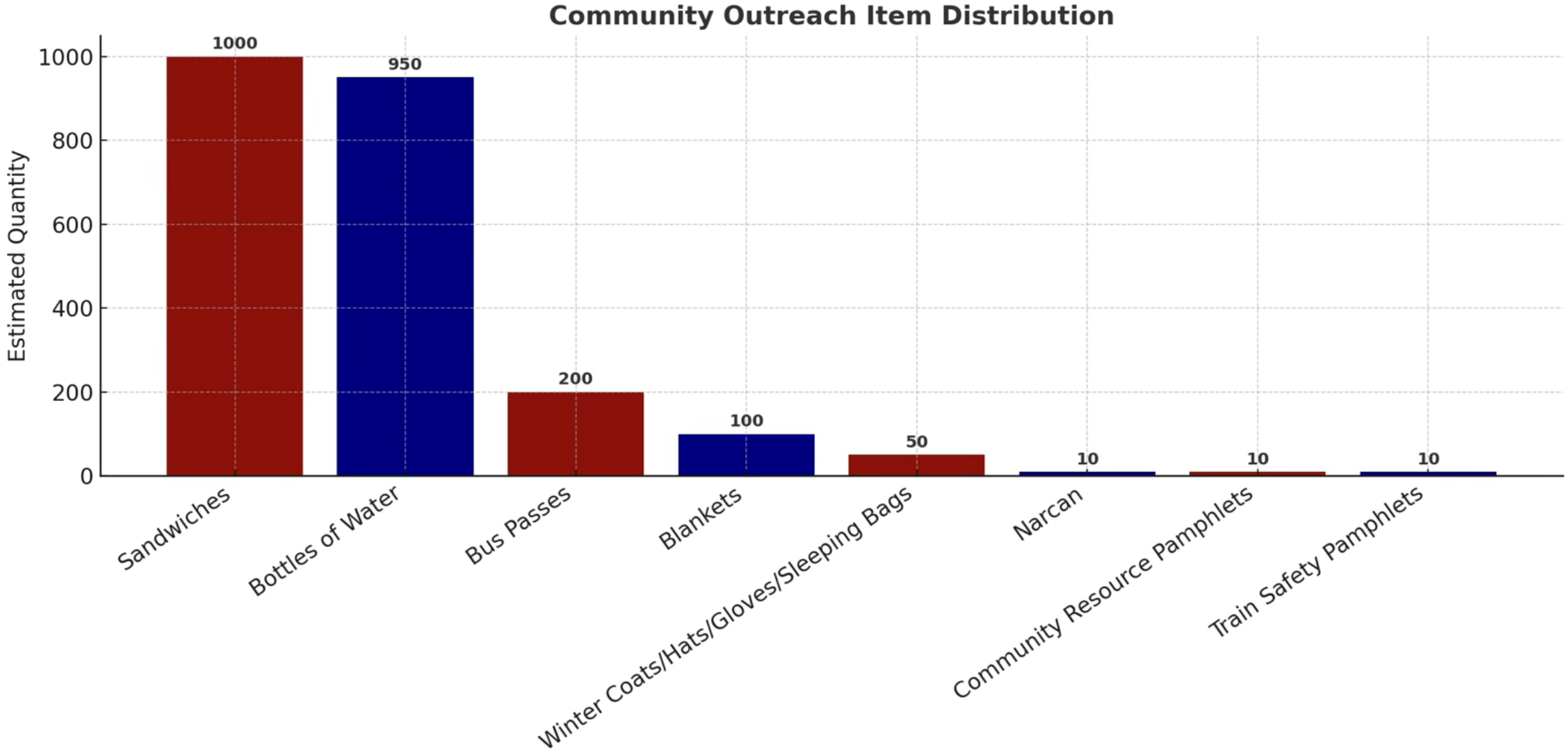
Primary Issue On Scene



Proactive Outreach

- Make rounds throughout the city when not dispatched
- Build rapport with individuals and the community
- Most common stops include:
  - Downtown: Wheeler park/library, bus transfer station
  - West side: Safeway, Walmart shopping centers, Milton
  - East Side: Flagstaff Shelter, Food bank, Bushmaster, Safeway
- Distribution of basic needs and resources

Distribution of Basic Needs in 2024



Real Experiences

- The CARE unit's effects on the community goes beyond Data Sets
    - -Lost person
    - -Utility issue
    - -Substance use success

Community Partners

- Flagstaff Shelter Services
- The Guidance Center
- Flagstaff Family Food Bank
- The Salvation Army
- SMR
- Mountain Line Bus
- NACA (Native American for Community Action)
- Continuum of Care
- And many others

Ongoing Challenges

- Ongoing challenges with inter-agency data collection and sharing
- Current model effectively reduces call volume for Fire, GMT and Police units
- Dispatch protocols should maintain alignment with CARE's intended scope
- Need for client-centered detox/ Substance use rehab facilities offering comprehensive wraparound services
- Reliance on the CARE van and services
- Daily evaluation to ensure staffing levels appropriately support CARE's mission
- Off CARE hours (1900-0900) --542 responses classified as OMEGA
- Off CARE hours (1900-0900) --925 responses for alcohol or altered mental status

What's next

- Continued collaboration with community partners across the city to strengthen relationships to provide better service
  - Continuum of Care
- Terros now working with CES Partnerships for CARE Program Evaluation. Tier 1 interviews completed
- Ambassador Program
- Terros now providing EMT'S and mental health professional

In Conclusion

CARE is achieving its intended purpose of providing compassionate, community-based support.

- Helps reduce low-acuity calls, allowing Flagstaff Fire Department (FFD) and Flagstaff Police Department (FPD) to focus on higher-priority emergencies.
- Decreases the number of arrests and bookings related to alcohol use by offering supportive alternatives. Reduces unnecessary transports to the emergency department for intoxication or detox needs through appropriate care options.
- Serves as a proactive outreach tool to meet community needs and support vulnerable populations.
- Enhances the availability of all-risk emergency units by managing non-emergency behavioral health calls.
- Connects and transports unsheltered individuals to centralized services, improving access to long-term support and housing resources.









CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Council Questions & Discussion

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Aslan to place on a future agenda a discussion about requiring public speakers to announce their home address when giving public comment.

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Aslan has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

Information:

None

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 06/25/2025

Meeting Date: 07/01/2025

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Matthews to place on a future agenda a discussion regarding a review of Division proposed budgets as part of the annual budget process

STAFF RECOMMENDED ACTION:

Council Direction

Executive Summary:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Matthews has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

Information:

None

Attachments: